

Exhibit 2

# MEMORANDUM OF AGREEMENT

Between the  
County of Ventura



and the

Union of American Physicians and  
Dentists

October 8, 2024 – October 12, 2027

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**EXHIBIT A COUNTY OF VENTURA DRUG AND ALCOHOL POLICY FOR SAFETY-SENSITIVE EMPLOYEES**

**APPENDIX A ALCOHOL TESTING PROCEDURES**

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**APPENDIX C UAPD WAGE GRID 2024-2027**

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## ARTICLE 1 TERM

Sec. 101 Term: This Memorandum of Agreement (MOA or Agreement) between the Union of American Physicians and Dentists (UAPD) and the County of Ventura (County) shall be effective October 8, 2024, through October 12, 2027.

All the terms and conditions of the 2024-2027 MOA between the parties shall be effective only upon adoption by the Board of Supervisors on October 8, 2024. All of the terms and conditions of the previous MOA between the parties for the period ending June 30, 2024, shall be deemed to have been extended and in full force and effect for the period between June 30, 2024, and time of adoption of the 2024-2027 MOA.

Sec. 102 Successor Agreement: In the event UAPD desires to negotiate a successor Agreement, UAPD shall, no more than six (6) months and no less than four (4) months prior to the expiration date referenced in Section 101, serve on the County its written request to commence negotiations and its initial written proposals for such successor MOA.

Negotiations shall begin within thirty (30) days after receipt of UAPD's written notice and proposals unless otherwise agreed to by the parties. Sections of this MOA not addressed by either party in their proposals shall remain in full force and effect when a successor MOA is implemented.

## ARTICLE 2 IMPLEMENTATION

This MOA constitutes a mutual recommendation to be jointly submitted to the Ventura County Board of Supervisors and UAPD. It is agreed that this MOA shall not be binding upon the parties - either in whole or in part - unless and until it is approved by the membership of UAPD and the Board of Supervisors.

### ARTICLE 3 RECOGNITION

The County recognizes UAPD as the official bargaining representative for Regular employees employed in the below classifications within the Primary Care Clinic Physicians Bargaining Unit:

Sec. 301      Primary Care Clinic Physician

Primary Care Clinic Pediatrician

Sec. 302      This Agreement shall apply only to persons employed in the above listed classification and in any future UAPD-represented classification added subsequent to this Agreement. "Regular Employee" shall mean an employee who holds an allocated full-time or less than full-time position in the County budget excluding, but not limited to, extra help, fixed-term, or intermittent employees, enrollees in training programs, and independent contractors.

Sec. 303      The term "employee" or "employees" as used in this MOA shall refer only to individuals employed in said classification and bargaining unit.

## ARTICLE 4 COMPENSATION PLAN

### Sec. 401 GENERAL SALARY INCREASES:

Effective October 13, 2024, the base pay/salary range of each classification covered by this MOA and the base pay/salary of each individual employed in any such classification will be increased by five and one-half percent (5.5%).

Effective October 12, 2025, the base pay/salary range of each classification covered by this MOA and the base pay/salary of each individual employed in any such classification will be increased by four percent (4.0%).

Effective October 11, 2026, the base pay/salary range of each classification covered by this MOA and the base pay/salary of each individual employed in any such classification will be increased by three and one-half percent (3.5%).

### Sec. 402 QUALIFICATIONS FOR PLACEMENT IN SALARY STEP:

Step I – Requires no more than five (5) years of experience as a physician providing medical services, in a patient-facing clinical setting.

Step II - Requires a minimum of five (5) but no more than ten (10) years of experience as a physician providing medical services, with two (2) years in a patient-facing clinical setting.

Step III - Requires a minimum of ten (10) but no more than fifteen (15) years of experience as a physician providing medical services, with five (5) years in a patient-facing clinical setting.

Step IV - Requires a minimum of fifteen (15) but no more than twenty (20) years of experience as a physician providing medical services, with five (5) years in a patient-facing clinical setting.

Step V - Requires a minimum of twenty (20) years of experience as a physician providing medical services, with five (5) years in a patient-facing clinical setting.

When an employee in a job classification covered by this Agreement meets the minimum eligibility requirements for a step, they shall be elevated to the applicable step, as identified in Section 412.

### Sec. 403 PAY FOR PERFORMANCE:

- A. Definition: Average Patient Visits Per Half Day (APVPHD) is determined by the number of billable face-to-face (including billable telemedicine at the full Prospective Payment System (PPS) rate)

patient encounters per one half day of scheduled patient care time in primary care. This value is used to determine employee eligibility for the Productivity and Quality incentives and is also used to calculate Federally Qualified Health Center (FQHC) productivity for each clinic. The denominator shall not include paid task time, paid leave, holidays not scheduled to work, Academic Family Medicine Center (AFMC) attending, mandatory manager-approved meetings, Union time, hospital OB call, or after-hours phone calls.

- B. Productivity Incentive Payment: Effective the first full calendar month after adoption of this Agreement by the Board of Supervisors, employees covered by this Agreement shall be eligible to receive a Productivity Incentive as a percent of their base salary, in the value listed below, based on meeting monthly productivity benchmarks listed in the below chart. Employees working greater than eighty percent (80%) of the time in specialty clinics (i.e., Diabetes Clinic and other specialty clinics as determined by CEO of Ambulatory Care) shall be counted as Internal Medicine when calculating productivity in this section only. Eligibility for the Productivity Incentive will be measured on volume of patient-facing billable encounters in the FQHC clinic. The Productivity Incentive shall be paid as a percentage of base pay earned during the measurement period and is payable within two pay periods following the final day of the applicable monthly measurement period. Payments are subject to payroll taxes as required by the Internal Revenue Service (IRS) and will be pensionable as determined by the Ventura County Employees' Retirement Association (VCERA).

Employees must be employed by the County at the beginning and end of each monthly measurement period to be eligible for the Productivity Incentive payment. Employees who are absent, regardless whether time off is paid or unpaid, for greater than fifty percent (50%) of their regularly scheduled work schedule over the course of the applicable measurement period will be ineligible for any Productivity Incentive Payment for that month.

	As a % of Base Pay			
<i><b>Incentive Value Earned</b></i>	<b>5%</b>	<b>8%</b>	<b>10%</b>	<b>11%</b>
<i><b>APVPHD by Practice Type</b></i>				
Family Medicine/Pediatrics	9	10	11	11.5
Internal Medicine	7	8	9	10

#### Urgent Care Physicians

APVPD per provider/per 10-hour shift	% Value Earned As % of Base Pay
≥28	13%
≥26	11%
≥24	9%
≥22	7%
≥20	5%

For the purposes of determining the monthly Productivity Incentive Payment, employees will have the lowest APVPHD (Family Medicine, Pediatrics, and Internal Medicine) or APVPD (Urgent Card) clinic session dropped from the calculations.

- C. Annual Quality of Care Incentive: Employees covered by this Agreement shall be eligible to receive an Annual Quality of Care Incentive based on the number of quality benchmarks met, as listed in the chart below.

Employees who are hired or promoted into the unit before October 1 of the annual measurement period and who are still employed by the County at the end of the performance metric period will, if eligible, be paid a Quality of Care Incentive payment on a pro-rated basis for the annual measurement period in which they were employed. Employees hired on or after October 1 will be ineligible for the Quality of Care Incentive payment until the subsequent performance period. Employees who are absent, regardless whether time off is paid or unpaid, for greater than fifty percent (50%) of their regularly scheduled work schedule over the course of the applicable measurement period will be ineligible for any Quality of Care Incentive Payment for that year.

Effective January 1, 2022, each calendar year shall be a new metric measurement period for the purposes of the Quality of Care Incentive payment. Each measurement period shall be January 1 through December 31. The metrics used for these measurements are defined under Appendix D of this MOA.

For any individual clinic site that meets the quality benchmarks in any prospective performance metric period, all eligible employees covered by this Agreement of that respective clinic shall earn the Quality of Care incentive. The Quality of Care Incentive Payment shall be calculated on the eligible employee's actual base wage earnings during the measurement period. Payment of the Quality of Care Incentive shall be within four (4) pay periods following the final day of the applicable annual measurement period. Payments are



subject to payroll taxes as required by the IRS and will be includable as compensation earnable if so determined by VCERA.

In addition to the 50%+ attendance requirement, employees covered by this Agreement must also meet an individual productivity standard of at least seven and seven-tenths (7.7) patients, on average, per half day for family medicine, pediatrics, internal medicine physicians, and twenty (20) patients, on average, per day for urgent care physicians, in order to be eligible for the Quality of Care Incentive Payment. The first month of employment of a new hire shall be excluded from the total average annual productivity for the quality bonus. If a physician does not meet this requirement, they shall not be eligible for the incentive.

For employees who are regularly assigned to more than one clinic, the number of quality measures passed shall be determined by the clinic for which the employee was regularly assigned most during the measurement period.

If 10 or more out of the current 13 clinics pass 5 or more quality measures eligible for incentive pay in the measurement period of January 1, 2022, through December 31, 2022, the Quality of Care Incentive earned by employees covered by this Agreement in the subsequent measurement periods of January 1, 2024, to December 31, 2024, and January 1, 2025, to December 31, 2027, shall be as follows:

# of Measures Passed	Bonus Earned (per year)
9 or more	6% of Base Salary
8 or more	5% of Base Salary
7	4% of Base Salary
6	3% of Base Salary
5	2% of Base Salary
4 or fewer	Not eligible for payment

For the purposes of the Annual Quality of Care Incentive, the clinics shall be defined as follows:

- Conejo
- Santa Paula West
- Santa Paula Medical
- Fillmore
- Las Islas (North, South, and Mobile)
- Las Posas
- Magnolia (East, West, and John Flynn)
- Mandalay Bay

- Moorpark
- Pediatric Diagnostic Center
- Sierra Vista
- West Ventura
- Santa Paula Hospital Clinic

Sec. 404     COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall receive the base salary of the salary range assigned to the classification of the position in which they are employed, benefits, and retirement in accordance with the pertinent conditions of employment enumerated in this MOA. Salaried employees shall be compensated under the provisions of “Biweekly Salary.”

A.     There shall be an additional step of the salary range which shall be one hundred and five percent (105%) of the normally assigned range, which is reserved for those positions designated “Difficult to Recruit” (DTR). Advancement up to this step shall not be automatic. Instead, the DTR pay shall be granted based upon a determination by the Director–Human Resources, subject to approval by the County Executive Officer, that a serious recruiting and/or retention problem exists for a position, or that increases granted to subordinate “difficult to recruit” classifications have created serious compaction problems, and that any percentage increase up to and including five percent (5%) can be granted under this section if it would assist the County in recruiting or retaining employees in that classification(s). Upon such determination and approval, any percent up to and including the approximate five percent (5%) increase(s) granted pursuant to the provisions of this section shall be implemented as follows:

1.     Upon prior authorization by the Director–Human Resources, the initial salary placement for newly hired employees may be at any point within the salary range for the classification.
2.     All present, regular, full-time, or part-time employees assigned to positions in the affected classification, who have successfully completed one or more years of service at the top of the salary range for that classification(s) shall receive a salary increase in accordance with the provisions of Section 412 of this MOA.
3.     All other regular, full-time, and part-time employees assigned to positions in the affected classification, who have successfully completed less than one year of service at the top of the salary range for that classification may, upon recommendation of the department/agency head and approval by the Director–Human Resources, have their salary

adjusted to an amount no less than the lowest salary received by a qualified candidate hired from an eligible list created as the result of an open competitive examination to fill a vacancy in that classification.

4. Subsequent merit increases for employees not compensated at the top of the salary range(s) for classifications affected by the provisions of this Section may be granted pursuant to Sections 412-416 of this MOA.

In the event the Director-Human Resources determines the circumstances that created the recruiting or retention problems for any or all classifications no longer exist, the Director-Human Resources shall advise the County Executive Officer of the findings. If the County Executive Officer concurs, the County Executive Officer shall declare the provisions described above inoperative for such classification(s). At that time, the salary for any employee compensated at a rate above that to which the employee would otherwise have been entitled shall be "Y" rated and shall not be increased until the new salary range for their classification exceeds the rate established for the employee pursuant to the provisions described above.

Sec. 405     REGULAR PAYDAY: Whenever compensation is fixed for any position, such compensation is the biweekly compensation to be paid to the person holding such position unless otherwise stated. Such biweekly compensation shall be paid to employees, as determined by the Auditor-Controller, on or about the Friday following the end of the biweekly payroll period.

Sec. 406     PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated as a disciplinary dismissal prior to the expiration of the biweekly pay period, the compensation of such persons shall become due and shall be paid within five (5) working days of notification.

Upon certification of the Director-Human Resources that the employment of any employee is terminated, other than listed above, prior to the expiration of the biweekly pay period, the compensation of such persons shall become due and shall be paid on the pay day which falls within the next pay period.

Sec. 407     PAY FOR LESS THAN FULL-TIME SERVICES OF REGULAR EXEMPT EMPLOYEES: Employees who are exempt from the overtime provision of the Fair Labor Standards Act (FLSA) are to be compensated on a salary basis only. In County service, an employee's FLSA status, and thus their method of compensation, is predetermined based on the job code in which the employee serves. The actual compensation for a less than full-time exempt employee is determined by the ratio of the agreed upon standard

hours for the less than full-time function to the standard hours, which are required for full-time employment. Once determined by the assigned standard hours, this is the salary the less than full-time exempt employee will be paid every biweek regardless of hours worked or reported. Premium pay will also be paid to regular less than full-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to less than full-time employees on a pro rata basis.

Care must be used when assigning the standard hours of a less than full-time exempt employee. The standard hours of an exempt employee, not the actual hours worked, determines not only compensation but also impacts benefits, leave accruals, service hours, and retirement credits. Changes to the standard hours of an exempt employee shall be made no more frequently than once every three months and then only with the prior approval of the Director-Human Resources. More frequent changes would be viewed as an attempt to compensate an exempt employee on an hourly basis in violation of the FLSA.

Sec. 408     PAYMENT FOR SERVICES RENDERED ON AN ANNUAL BASIS: Whenever the salary for any position is established as an annual rate, the employee appointed to that position will be paid on a biweekly basis a salary equal to one twenty-sixth of the annual salary.

Sec. 409     SALARY RANGE CHANGES: Whenever a higher salary range is assigned to a classification, an employee holding a position in such classification shall have their salary increased by the percentage increase in the classification's salary range. The employee's hours needed and/or step increase hours needed shall not change in such an adjustment. Whenever an additional step is added to the top of an assigned salary range, individuals at the top of the existing range for at least one year shall be assigned to the new step.

Whenever a salary range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain their salary immediately prior to the establishing of such salary range or receive the minimum of the salary range established for the classification, whichever is greater. Whenever the County Executive Officer furnishes reasonable proof that an employee, whose classification was previously compensated on a flat rate, is deserving of a higher placement in the newly established salary range other than the minimum of such range, the Board may authorize an adjustment to any point in the salary range assigned to the classification. The employee's probation hours needed and/or merit increase hours needed shall not be affected by such an adjustment.

Whenever a lower salary range is assigned to a classification, an employee holding a position in that class shall receive the same salary the employee was receiving on the day preceding the effective date of the new range, if

such salary placement is within the newly established salary range. In all other instances, whenever a lower salary range is assigned to a classification, an employee holding a position in the class whose salary immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range. The probation hours needed and/or merit increase hours needed of an employee affected by the establishment of lower salary ranges for their classification shall not be affected by such an adjustment.

Sec. 410     SALARY RATE ON TRANSFER: Whenever an employee is transferred or assigned to a position in a different classification having the same salary as the former position, the employee shall retain the salary rate and/or step increase hours needed.

The employee shall then be placed at the point in the salary most closely representing approximately a five percent (5%) increase in Base Salary and shall retain the hours needed and/or merit increase hours needed immediately prior to the establishment of the "Y" rate.

Sec. 411     PRIORITY OF INCREASES: Whenever a general increase, a step increase, a higher salary range or salary range placement, a promotional salary increase, or any combination thereof are effective on the same date, the salary to which an employee is entitled shall be fixed as follows: to the salary received by the employee on the preceding day shall first be added any general salary increase, then any higher salary range or salary range placement, then any merit increase, and then any promotional increase.

Sec. 412     STEP PAY INCREASES:

Succeeding increases to the next step, as identified in Section 402, shall occur upon completion of each additional 2080 hours of compensable service in that class. The period of service required to qualify for step increases by regular part-time (less than full-time) employees shall be the same as for a regular full-time employee. All approved step increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Step increases shall be automatic. A step increase shall consist of an advancement from one step to the next on the employee's qualifying anniversary date.

Sec. 413     CHANGE IN FLEXIBLE BENEFIT CATEGORY: Employees affected adversely by involuntary assignment or reclassification to a lower flexible benefit category for reasons other than unsatisfactory performance, shall have their credits frozen until such time as assigned credits exceed the frozen amount.

- Sec. 414     CORRECTING ERROR IN OVERLOOKING STEP INCREASE: Upon discovery that an employee, who would otherwise have received a step increase, failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional salary they should have received, dating from the first day of the pay period in which the employee would have satisfied the step increase years of experience needed. The employee's current step increase years of experience needed will be adjusted as necessary.
- Sec. 415     EARLY CLOSURE: Employees who are assigned to work on any day with an emergent early closure of the clinic shall receive their full salary and benefits irrespective of the hours worked. The employee may be asked to perform telehealth or provide coverage at another clinic. The employee must remain available to be called back to the clinic, in the event such closure is remedied.

## ARTICLE 5 PREMIUM PAY

Sec. 501 **BILINGUAL PREMIUM PAY:** Positions that require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Agency/Department Head, based upon criteria established by, and subject to approval by, the Director–Human Resources. The level of an employee’s bilingual proficiency shall be determined by an examination administered by the Director–Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or the level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$0.65/hour
II	\$0.80/hour
III	\$1.10/hour

Effective October 13, 2024, the rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$0.69/hour
II	\$1.00/hour
III	\$1.32/hour

Employees in positions eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eight (80) compensated hours per pay period.

Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the Agency/Department Head and the Director–Human Resources, the County Executive Officer must designate that such payment will be made.

Sec. 502 **INPATIENT OBSTETRICS COVERAGE:**

- A. **Low Risk Obstetrics On-Call Premium:** Low-risk Obstetrics (OB) on-call assignments shall not exceed a total of three (3) 24-hour calls per four (4) weeks and will be compensated at a rate of \$400 per weekday call or \$600 per weekend call (7:30 a.m. Saturday – 7:30 a.m. Sunday and 7:30 a.m. Sunday - 7:30 a.m. Monday) or holiday call pursuant to Article 11. Post call rest period during the next

morning shall be counted as hours worked for a maximum of 4 hours per 24-hour call shift.

Inpatient work Relative Value Units (wRVUs) produced by the employee taking OB Call shall result in compensation of \$16 per wRVU payable within two (2) pay periods following the final day of the applicable calendar month. Work RVUs are mutually agreed to be those wRVUs defined by Medicare and published in the Federal Register.

B. Inpatient Obstetric Work Outside of Scheduled Call: Employees may perform inpatient obstetric care for their clinic patients outside of scheduled work time and shall receive compensation of \$26 per wRVU billed to their primary clinic. Employee may only perform urgent inpatient obstetric care when not scheduled to see patients in clinic.

C. Call Week Schedule for Family Medicine with OB:

OB call is defined and compensated as substituting one clinic day with OB call, as defined in 502A, and granting a four (4) hour rest period the following day.

Sec. 503 Nurse Practitioner/Physician Assistant/Fellow Supervision: Employees who are assigned to supervise nurse practitioners, physician assistants, and/or fellows shall receive \$50.00 per calendar day per advanced practice provider/fellow, wherein the employee is responsible for the supervision of the work performed, in accordance with the Medical Board of California and the California Board of Registered Nursing. Advanced practice provider/fellow supervision shall be optional and voluntary for the employee.

Effective October 13, 2024, the premium for Nurse Practitioner/Physician Assistant/Fellow Supervision will be increased from \$50.00 per calendar day to \$35.00 per half day.

Sec. 504 Resident/Student Supervision: Employees who supervise resident physicians and/or students shall receive \$25.00 per calendar day per resident physician/student with a maximum of \$500.00 per month. The compensation applies only to formal teaching rotations and must be approved in advance by the Clinic Medical Director. Patients seen by a resident physician or a student shall be counted towards Average Patient Visits Per Half Day for the supervising physician, provided that documentation is done timely and in accordance with policy.

Effective October 13, 2024, the premium for Resident/Student Supervision will be increased from \$25.00 per calendar day with a maximum of \$500 per month to \$25.00 per half day with a maximum of \$1,000 per month.



Sec. 505     Resident Supervision at Academic Family Medical Center (AFMC):  
Employees shall have the option to supervise resident physicians at AFMC two (2) half-days per month for full-time physicians and one (1) half-day per month for part-time physicians, as approved by management. Time spent at AFMC shall be counted towards paid hours of work in clinic and shall not be counted towards work time for calculating Average Patient Visit Per Half Day of which any productivity or quality incentives are based.

Full-time employees who take one OB call per month shall be permitted to participate in Resident Supervision at AFMC for one (1) half day per month.

Sec. 506     After-Hours Calls:

Any Physician who volunteers to take after-hours telephone calls for Pediatrics and Pediatric Diabetes Clinic shall be paid \$10.00 per hour over the length of the call shift.

Effective October 13, 2024, after-hours calls will be increased from \$10.00 per hour to 18% of the employee's hourly rate over the length of the call shift.

Sec. 507     INTERMITTENT COMPENSATION:

A.     Primary Care:

Regular employees may volunteer, or the Ambulatory Care CEO or Chief Medical Officer may pre-approve, additional hours or shifts of work in excess of their regularly scheduled shifts to be eligible for Intermittent Compensation and shall be compensated at \$60 per patient encounter. Intermittent hours worked on an intermittent shift shall not count toward benefits accrual.

B.     Urgent Care

Regular employees may volunteer for additional hours of work in excess of their regularly scheduled shifts and shall be compensated at the employee's normal hourly rate of pay. Intermittent hours worked on an intermittent shift shall not count toward benefits accrual.

C.     Obstetrics Call

Regular employees may be offered additional hours of work in excess of their regularly scheduled shifts and shall be compensated at their regular hourly rate of 12 hours for a 24-hour shift. Employees will also be eligible for the Low-Risk OB on-call premium as described in Section 502A. Intermittent hours worked on an intermittent shift shall not count toward benefits accrual.

Sec. 508     INCENTIVE FOR ADVANCED TRAINING: Employees covered by this Agreement shall be eligible for an incentive of two and one-half percent (2.5%) of base salary for advanced training including fellowship, certification, or other evidence of at least one (1) year of advanced training. Eligibility will require that such training is actively used to enhance the physician's clinic practice. Eligibility will require an application, documentation of training, and approval by the Ambulatory Care CEO or Chief Medical Officer.

Sec. 509     WEEKEND SHIFTS IN PRIMARY CARE AND URGENT CARE:

Any regularly employed Primary and/or Urgent Care Physician, represented by this Agreement who regularly works a weekend shift shall receive, in addition to all other compensation allowed for in these Articles, five dollars (\$5.00) per hour for all hours worked during the weekend shift.

Regular full-time Urgent Care Physicians work one weekend day per biweekly pay period.

Weekend shift hours fall in the period between 7:00 a.m. Saturday to 7:00 p.m. Sunday.

## ARTICLE 6 HEALTH INSURANCE

### Sec. 601 COUNTY CONTRIBUTION FOR EMPLOYEES TO PURCHASE A COUNTY-SPONSORED HEALTH PLAN

Regular employees may elect to be covered by the County of Ventura Flexible Benefits Program. The County shall contribute a biweekly contribution amount as approved by the Board of Supervisors to be allocated to the purchase of any benefit option under the County's Flexible Benefits Program and subject to the provisions set forth below for full-time and part-time regular employees:

- A. For regular, full-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to terms and conditions of the plan document, the County shall continue to contribute a biweekly contribution amount for each tier of coverage as follows ("County Contribution"):

<b><i>Medical Plan Enrollment</i></b>	<b>Effective Date</b>			
	12/10/2023	12/8/2024	12/7/2025	12/6/2025
Tier I – Employee Only	\$502	\$509	\$519	\$529
Tier II – Employee + 1	\$730	\$779	\$835	\$895
Tier III – Employee + Family	\$905	\$983	\$1073	\$1,171

The County Contribution will be allocated as follows: (1) a portion equal to the biweekly premium for the lowest cost employee-only group health coverage that offers minimum value ("Health Allowance") shall be used solely for the purchase of group health plan coverage; and (2) the difference between the County Contribution and Health Allowance may be used for the purchase of any other benefits offered under the Flexible Benefits Program, or taken as taxable compensation.

- B. For regular part-time employees enrolled in the County of Ventura Flexible Benefits Program, subject to the conditions of the plan document, the County shall continue to contribute a biweekly amount for each tier of coverage as follows:

<b>Medical Plan Enrollment</b>	<b>Effective Date</b>			
	12/10/2023	12/8/2024	12/7/2025	12/6/2026
Tier I – Employee Only	\$502	\$356	\$363	\$370
Tier II – Employee + 1	\$730	\$545	\$585	\$627
Tier III – Employee + Family	\$905	\$688	\$751	\$820

For purposes of this Article only, part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

**Sec. 602 MEDICAL PLAN OPT-OUT OPTION:**

- A. A regular employee may elect the Medical Plan Opt-Out Option declining medical coverage under the County of Ventura Flexible Benefits Program for the employee and the employee's dependents with adequate proof of enrollment in other qualifying group health insurance coverage.
- B. Employees electing not to participate in a County-sponsored health care plan must complete and submit the Opt-Out Certification Form certifying that they are enrolled and covered under another group hospital and medical health plan. The Opt-Out Certification Form shall be received by the Human Resources Department within thirty (30) days from date of hire, mid-year change and annually during Open Enrollment.
- C. For regular full-time employees electing the Medical Plan Opt-Out Option, the employee will receive a taxable biweekly cash payment as follows:
  1. Effective December 10, 2023, \$147
  2. Effective December 8, 2024, \$150
  3. Effective December 7, 2025, \$153
  4. Effective December 6, 2026, \$156

**Sec. 603 CONTINUATION OF HEALTH PLAN:** It is the County's intent to fully comply with the provisions of both the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Notwithstanding the requirements of either act, should an employee exhaust sick leave and annual leave and go on leave of absence without pay, the County agrees to continue to make its contribution to the health insurance plans for up to ninety (90) days provided, however, that any such biweekly period covered pursuant to this provision shall be credited toward, and not considered to

be in addition to, any requirement of the FMLA or CFRA. County contributions toward reimbursement accounts or cash options in the Flexible Benefit Program will not continue during such leave of absence. The number of hours of compensation upon which payment of this premium is based shall be the number of hours compensated in the biweekly pay period immediately preceding the placement of the employee on leave of absence without pay.

Sec. 604     RETIREE HEALTH INSURANCE: Employees retired from County service shall be eligible to purchase County provided health insurance at the same rates as active employees, until the retiree is eligible for Medicare.

Sec. 605     COUNTY'S RIGHT TO MAKE CHANGES: The parties agree that the County retains the exclusive right to make changes necessary to administer the Cafeteria Plan, and UAPD specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefits rates.

Notwithstanding the above, the County agrees to give UAPD thirty (30) days' notice of any changes proposed to be made to the Plan and to afford UAPD an opportunity to express its opinion regarding them. Any changes in the Plan initiated by the County must be submitted to the Board of Supervisors for approval at a regular session. Said notice and opportunity to communicate shall not be interpreted as an obligation on the part of the County or a right on the part of UAPD to meet and confer or otherwise consult or negotiate regarding these issues.

Sec. 606     STATE DISABILITY INSURANCE (SDI): The parties agree to participate in the employee-paid State Disability Insurance Program (SDI) pursuant to applicable State of California regulations and the following provisions:

- A.     For purposes of this section only, the term "employee" shall include regular employees assigned to County classifications. This inclusion in the SDI program will confer no representation rights to temporary help employees or alter in any way the definition of "employee" in the County's Personnel Rules and Regulations or current Memorandum of Agreement.
- B.     If a bargaining unit chooses to withdraw from SDI after the required two (2) years, UAPD must present a petition signed by a majority of the bargaining unit members indicating such desire.
- C.     This program shall be administered by the County.
- D.     The employee shall pay all costs of the program.
- E.     Per State of California regulations, benefits for employees not

previously covered by SDI shall become effective approximately five (5) to seven (7) months after enrollment, depending on the processing time of the State of California Employment Development Department (EDD).

Sec. 607     HEALTH CARE COST CONTAINMENT COMMITTEE:

UAPD agrees that it is in the best interest of the parties to review the current Health Insurance Plan to determine if the Plan design is the most efficient and economical for the benefits provided by the Plan. The County agrees to consult with UAPD, per Section 605, on health insurance benefits and the solution of claims processing problems when requested. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities. Participation in the joint management/labor health care cost containment committee shall be limited to one employee who will be compensated if regularly scheduled.

## ARTICLE 7 OTHER COMPENSATION

- Sec. 701     MILEAGE REIMBURSEMENT: Employees who are required to use their personal vehicles for County business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.
- Sec. 702     EXPENSE REIMBURSEMENT: Expense reimbursement shall be made pursuant to provisions set forth in the County's Administrative Manual.
- Sec. 703     MEDICAL MAINTENANCE EXAMINATION: A medical examination program shall be provided for all UAPD-represented employees and may be performed by Employee Health Services or by the employee's personal physician, at the employee's option.
- A.     Medical maintenance examination, basic physical and medically necessary laboratory tests performed by Employee Health Services shall be covered. The content of the examination shall be determined by the Director of Human Resources in consultation with appropriate medical experts.
  - B.     Costs of additional tests and/or treatment recommended or required as a result of symptoms identified during the examination shall be the responsibility of the employee. These additional costs, however, may be covered under the employee's medical insurance plan.
  - C.     Employees are eligible for an examination according to the schedule below:

Under 40 years	Once every 36 months
40-44 years	Once every 24 months
45 years and older	Once every 12 months.
  - D.     When an employee has the examination provided by the employee's personal physician, incurred expenses in excess of those covered by the employee's medical plan, not to exceed \$350, shall be eligible for reimbursement.
- Sec. 704     LIFE INSURANCE: The County shall provide a fully paid life insurance policy to all employees covered by this MOA in the amount of fifty thousand dollars (\$50,000). Additional group term life insurance may be purchased. The above-described life insurance is only in effect as long as County employment continues.
- Sec. 705     PROFESSIONAL MEMBERSHIPS: Employees are eligible for payment of up to a maximum of five hundred dollars (\$500) per fiscal year for

membership fees to a job-related professional organization. Organizations eligible are in addition to those required by the agency/department head.

Effective October 13, 2024, the Professional Membership payment maximum per fiscal year will be increased from \$500.00 to \$750.00.

Sec. 706 LONG-TERM DISABILITY PLAN: All regular full-time and part-time employees who are scheduled and working 40 hours or more per biweekly pay period shall be provided long-term disability with the following basic provisions:

- A. The long-term disability plan shall have a waiting period of thirty (30) calendar days before the benefits shall be extended to an employee. The benefits shall continue to a maximum of two (2) years for illness or five (5) years for injury. The maximum allowable benefit shall be sixty-six and two-thirds percent (66-2/3%) of monthly salary to an eight thousand dollar (\$8,000) monthly maximum benefit, subject to the terms and conditions of the long-term disability plan.
- B. Annual leave used during the waiting period is considered part of the thirty (30) day waiting period.

Sec. 707 GROSS-UP PROVISIONS: Any of the following benefits which subsequently become subject to taxation will be paid at one hundred and thirty-three percent (133%) of the benefit income received by the employee as determined by the IRS. This provision applies to the following benefits:

- Flexible Benefit Plan
- Textbook & Tuition Reimbursement Plan
- Medical Maintenance Examination Reimbursement Program
- Professional Memberships
- 401(k) Deferred Compensation Program

Sec. 708 Effective July 1, 2021, the County shall provide reimbursement for fees associated with renewal of medical license. To be eligible for these reimbursements, employees must be working at least 0.5 FTE.

Sec. 709 LOAN REPAYMENT PROGRAMS: Employees covered by this agreement shall be eligible to participate in any loan repayment program not requiring County contribution/participation, including but not limited to the following:

- CalHealthCares
- National Health Service Corps Loan Repayment Program
- Steven M. Thompson Loan Repayment Program
- Public Service Loan Forgiveness



For employees who apply for, and are participating in, any loan repayment program, the County shall provide all verification, as required by the specific loan repayment program, upon notification to the Ventura County Health Care Agency (HCA) by the employee of participation in the program.

The employee may also be eligible to participate in the California State Loan Repayment Program ("SLRP"). The SLRP, unlike the other loan repayment programs, requires matching contributions by the County. Any matching contributions by the County are subject to approval by the CEO Ambulatory Care, and the County's total participation in the SLRP for all eligible members under this agreement shall not exceed \$125,000 per fiscal year. Priority shall be given to employees who have applied to other loan repayment programs but have been denied and/or deemed ineligible for other loan repayment programs.

Approval of participation in the SLRP by the County may be based on employee work performance, which will include consideration, among other things, of employee performance evaluations and any history of work performance problems or disciplinary action.

Once the County's maximum participation amount is reached, additional applications may be conditionally approved pending reduction of the County's participation to an amount below the maximum set forth above. Once the County's participation falls below the maximum, priority shall be given to employees who were conditionally approved by the County for participation in the SLRP. If there is more than one such eligible employee, priority shall be given based on the County's conditional approval date.

Sec. 710

PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. Criteria - When employees have an item of personal property lost, damaged or stolen while in the line of duty and through no fault of their own and when that item is necessarily worn, carried, or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.
- B. Amount of Claim - The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars (\$10) shall not be processed. The maximum amount any one employee may claim is five hundred dollars (\$500) in one year.
- C. Level of Reimbursement - Glasses, dentures, hearing aids or other prosthesis and watches will be reimbursed as provided in Section D. All items of personal property listed in Table I which are damaged, lost, or stolen will be reimbursed at a formula rate, as provided in Tables I and II. Such a formula will be based on the age, replacement cost, life expectancy, and condition of the article at the time it was

lost, damaged or stolen. The formula is derived by use of the following table:

**TABLE I - LIFE EXPECTANCY RATE**

MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Yrs)	Item	Rate (Yrs)
Coats & Jackets	3	Coats & Jackets	3
- Leather & Suede	4	- Leather & Suede	4
Hats	1	Blouses	1.5
Neckties	1	Dresses	2
Rainwear	1	Rainwear	1
- Plastic	2	- Plastic	2
- Fabric		- Fabric	
Shoes	1.5	Shoes	9 mos
Shirts	1.5	Shirts	2
Slacks	2	Slacks	1.5
Suits	3	Suits	3
Sweaters	2.5	Sweaters	2
Socks	.5	Uniforms	1.5
Sport Coats	4	Underwear - Foundation Garments - Panties - Slips	6 mos
Work Clothes	.5		6 mos
Underwear	1		1.5

**TABLE II - CALCULATION OF CLAIMS REIMBURSEMENT VALUES**

Life Expectancy Rating					Reimbursement Value		
AGE OF ARTICLE IN MONTHS					% OF REPLACEMENT COST		
1	2	3	4	5	EXCELLENT	AVERAGE	POOR
0-4	0-4	0-4	0-4	0-4	100%	100%	100%
4-7	4-7	4-10	4-13	4-16	75%	75%	60%
7-9	7-13	10-19	13-25	16-31	70%	60%	45%
9-11	13-19	19-28	25-37	31-46	50%	40%	30%
11-13	19-25	28-37	37-49	46-61	30%	20%	15%
13-62	25-62	37-62	56-62	61-62	20%	15%	10%
62+	62+	62+	62+	62+	--	--	--

Using the replacement cost, the life expectancy, the actual age, and condition, a reimbursement percentage will be established and from that the amount of payment will be determined. All items will be subject to a ten dollar (\$10) minimum claim limit and a maximum payment of five hundred dollars (\$500).

- D. The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost less any insurance payment, if any, of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten dollar (\$10) minimum claim limit and a maximum of five hundred dollars (\$500).

Jewelry items will not be reimbursable. Lost, stolen, or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to a maximum of seventy dollars (\$70). They will also be subject to a ten-dollar (\$10) deductible.

All damages to private automobiles or automobile equipment will not be reimbursable under this policy.

**EXAMPLE:**

Man's Slacks:	Replacement Cost	\$18.00
	Life Expectancy	Two years
	Actual Age:	18 months
	Condition:	Average
	Reimbursement Value:	40% or \$7.2

**Sec. 711      RELOCATION REIMBURSEMENT:**

An Agency/Department Head, with approval from the Director - Human Resources, may identify a job classification covered by this agreement as a critical recruitment that would benefit from offering a relocation allowance to the selected candidate. Payment of a relocation allowance will only be authorized when there is a lack of qualified candidates in the local labor market to fill the vacancy. Upon approval of the Director-Human Resources, a relocation allowance will be funded by the hiring agency/department and may be used as a recruiting tool to attract qualified candidates to accept regular County of Ventura employment. This relocation allowance is intended to support and expedite the recruitment and retention of employees in critical positions by assisting new employees in offsetting the expenses associated with relocating to Ventura County. A copy of the written agreement for the incentive shall be provided to UAPD. In addition:

1. A one-time relocation allowance may be approved for relocation expenses up to any amount not to exceed \$15,000;

2. Only candidates who have accepted a County job offer and have relocated from outside of Ventura County within the first twelve (12) months of the date of hire are eligible for a relocation allowance;
3. Employees who voluntarily resign or terminate their employment with the County of Ventura prior to completing twelve (12) full months of County employment are required to reimburse the County for fifty percent (50%) of the relocation allowance received. The County Executive Officer has the authority and discretion to waive this requirement based on an employee's significant contribution to the County or other special circumstances; and,
4. Federal and state laws require the withholding of payroll taxes for most relocation expenses. The relocation allowance paid to a new employee is considered compensation and will be added to the employee's W-2 statement at the end of the year.

Sec. 712 NEW HIRE INCENTIVE:

Upon agency head recommendation and with the approval of the CEO or designee, an employee who is newly hired may receive a one-time New Hire Incentive of up to ten percent (10%) of the newly hired employee's current annual base wage. For purposes of this provision, "newly hired" means the employee was appointed from an open competitive recruitment and may not be a current employee or may not have been previously employed by the County of Ventura within the preceding 12 months, with the exception of medical residents and fellows who completed their program in Ventura County. Further, the employee shall not be qualified for the benefits of this section if said employee received any other new hire incentive (e.g., relocation allowance). Subsequent to the aforementioned recommendation and approval, to be eligible to receive the New Hire Incentive, the employee must sign a written agreement, acknowledging and agreeing to the repayment stipulations. The incentive will be paid in one lump sum within two (2) pay periods of the recommendation and approval and submission of the required documentation. The incentive will be subject to state and federal taxes, and any applicable payroll deductions. A copy of the written agreement for the incentive shall be provided to UAPD.

A full-time employee who receives the New Hire Incentive must maintain employment within the County of Ventura agency that originally hired said employee and remain in a UAPD- represented classification for a minimum of 4,160 compensable hours from the date of hire.

A part-time employee who receives the New Hire Incentive must also maintain employment with the County of Ventura Agency that originally hired said employee and remain in a UAPD-represented classification for a pro-rata number of hours based on the 4,160 compensable hours

requirement for full-time employees from their date of hire. For example, an employee who is working a 40-hour biweekly schedule (or 50%) shall be required to meet a 2,080 compensable hour requirement.

If the employee is unable to satisfy the 4,160-hour requirement (or pro-rata portion, if part-time) due to voluntary or involuntary separation, the employee is responsible for repayment of the New Hire Incentive that was paid on a pro rata basis as follows:

For full-time employees:

Compensable Hours Completed	Pro-rata Repayment
Within 2,080 hours of hire	100%
After 2,080 hours, but before 4,160 hours	50%

For part-time employees:

Compensable Hours Completed	Pro-rata Repayment
Within pro-rata portion of 2,080 hours of hire	100%
After pro-rata portion of 2,080 hours, but before pro-rata portion of 4,160 hours	50%

## ARTICLE 8 CONTINUING MEDICAL EDUCATION

- Sec. 801 PURPOSE: To increase the skills and effectiveness of members of this bargaining unit. It is the policy of the County to support physicians in pursuing education in order to promote and encourage the meeting of licensure requirements and the upgrading of skills and knowledge for the effective delivery of medical services.
- Sec. 802 ELIGIBILITY: Regular full-time and less than full-time employees (on a pro rata basis) are eligible to participate in this program.
- Sec. 803 APPROVAL: In order to be granted Continuing Medical Education (CME) leave, an eligible employee must submit a written request to the Medical Director or Clinic Manager.
- A. Time off for continuing medical education shall be by mutual agreement. Unused time shall not be carried over from year to year. Unused time shall have no cash value.
  - B. Approval of CME leave may not be unreasonably denied.
  - C. CME may be granted for self-study (home-study) courses or those that prepare for certifications and are job-related.
- Sec. 804 LEAVE DURATION: Full-time employees are eligible for CME leave of up to 80 hours of paid time each calendar year. Less than full-time employees are eligible for CME on a pro-rata basis.
- Sec. 805 REIMBURSEMENT FOR CME-RELATED ACTIVITIES:
- A. Beginning fiscal year 2024-2025, all physicians shall be reimbursed for up to three thousand dollars (\$3,000.00) per fiscal year for CME and related expenses.
  - B. For educational reimbursement, proof of completion shall be provided to the department head along with reimbursement request. When such educational expenses are authorized for training, physicians may be reimbursed for related travel expenses from the three thousand dollars (\$3,000.00), provided the travel expense is directly related to the training or coursework. Physicians may also use the three thousand dollars (\$3,000.00) to be reimbursed for the purchase of electronic devices and software or apps judged to be helpful in their work assignment, to pay for fees and memberships in professional associations related to their field of practice, or to pay for medical staff dues. Reimbursement requests must be submitted to the department head for approval by the clinic medical director within ninety (90) days of expense or completion of conference or

course. Physicians must complete all required paperwork and submit receipts for reimbursement.

- C. Less than full-time employees are eligible for CME reimbursement on a pro-rata basis, but no less than \$2,000 per fiscal year.
- D. For physicians hired after October 8, 2024, less than full-time employees are eligible for CME reimbursement on a pro-rated basis.

## ARTICLE 9 HOURS OF WORK

- Sec. 901     NORMAL 80-HOUR BIWEEKLY WORK PERIOD: Except as may be otherwise provided, the official biweekly work period of the County of Ventura shall be ten (10) working days of eight (8) hours each. It is the duty of each department/agency head to arrange the work of their department or agency so that each regular employee therein shall work no more than ten (10) days in each biweekly period, except that a department/agency head may require any employee in their department to temporarily perform service in excess of ten (10) days per biweekly period, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work period and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons.
- Sec. 902     OTHER ALLOWABLE WORK PERIODS: A department/agency head may, following approval of the County Executive Officer, assign an employee(s) of their department or agency to any other schedule which aids the department or agency's ability to serve the public, if such schedule is not a violation of California or federal law or regulation. In the alternative, a department/agency head may, with the employee's consent, assign an employee or employees to any other schedule which aids the agency/department's ability to serve the public, if such schedule is not a violation of California or federal law or regulation.
- Sec. 903     SCHEDULE CHANGES:
- The County reserves the right to change schedules (i.e. location, work hours, start time, days worked) on an individual and/or department/agency basis. The County and UAPD agree to meet and discuss problems with, or changes to, work schedules upon request of either party in writing. UAPD-represented members will be notified of their new schedules thirty (30) days before it takes effect. Employees may request changes to their schedules in writing to their clinic Medical Director, and shall receive a response within ten (10) calendar days. Schedule change requests (i.e. location, work hours start time, days worked) made by employees, if consistent with operational requirements, shall not be unreasonably denied. Clinic Administration shall implement schedule changes as soon as administratively possible but no later than thirty (30) days after the request is approved, unless Administration and employee mutually agree to a later implementation date.
- Sec. 904     MEAL PERIODS:
- All salaried, exempt UAPD-represented members who work a scheduled workday of more than five (5) hours shall have one unpaid meal period, if operationally feasible, of up to one-hour in duration. The employee may request to waive said meal period, which will be subject to clinic



management approval.

Sec. 905 TASK TIME:

All full-time Primary Care Clinic employees shall have 8 hours each pay period as “Task Time” to allow physicians to complete tasks required for patient care associated to that pay period. Task Time is not included as scheduled patient care time in the calculation of the Productivity Incentive in Sections 403(A) and (B) of this Agreement. Task Time shall be prorated for less-than-full-time employees based on the grid below. Task Time shall be used for patient care-related tasks.

Regularly Scheduled Clinic Half-Days Per Week	Task Time Per Pay Period
8 or more	8 hours
7-6	6 hours
5-4	4 hours
3 -2	2 hours
1	1 hour

Sec. 906 URGENT CARE POST-SHIFT WORK TIME:

Physicians in urgent care clinics shall be assigned one (1) hour of post-shift (non-patient facing time) work time for each regularly scheduled weekday shift and two (2) hours of post-shift (non-patient facing time) work time for each regularly scheduled weekend shift to complete patient care needs for the day.

Sec. 907 SCHEDULING TEMPLATES:

- A. PATIENT APPOINTMENTS: For each half-day of patient care time in Primary Care, there shall be ten (10) patient appointments available on the schedule for physicians (pediatrics, internal medicine, and/or family medicine). A physician may elect to have more than ten (10) patients on the schedule to increase access and productivity. Consideration may be given to reduce the number of patient appointments for employees with a management-approved accommodation and for new hires for the first three (3) months of employment.
- B. APPOINTMENT DURATIONS/DISTRIBUTION: The physician may choose to have 20-minute appointments or a combination of 15- and 30-minute appointments. The physician may determine the order of appointment slots in their daily schedule, as long as the schedule follows established standards of “Patient Appointments” of Section 907(A) of this MOA and Appendix K “Scheduling Guidelines.”

With management approval, physicians may reserve some routine and/or complex appointment slots in their regular schedule for specific purposes, such as quality and preventative care visits.

C. “CARE TEAM” APPOINTMENTS:

“Care Team” appointments are to be scheduled at the discretion of the physician. If a “Care Team” appointment remains unfilled 48 hours prior to the appointment time, the appointment may be filled by a routine or same-day appointment type.

1. For each half-day (4 hours) of patient care time in Primary Care, with ten (10) patient appointments, a Physician will have up to three (3) “Care Team” appointments.
2. For each half-day (4 hours) of patient care time in Primary Care, with eleven (11) patient appointments, a Physician will have up to four (4) “Care Team” appointments.

Sec. 908 PATIENT PANEL CAP:

The County and UAPD agree to meet no later than April 30, 2025, to review and discuss a process for determining patient panel size.

Sec. 909 Patient Schedule Template Changes:

The County shall give a minimum of thirty (30) calendar days’ advance notice of any patient schedule template changes. Changes to patient schedule templates by the County are subject to Section 907 of this Agreement. Patient schedule template change requests made by employees, if consistent with the specifications of Section 907 of this Agreement, shall not be unreasonably denied. Employees may request changes to their patient schedule template in writing to their Clinic Medical Director, and shall receive a response within fourteen (14) calendar days. The parties agree to use the Patient Care Committee (Article 28 of this MOA) as the forum to discuss any issues that may arise from changes to the patient schedule templates.

Sec. 910 Rest Period:

All employees covered by this agreement who are scheduled for an eight (8) to twelve (12) hour shift shall be entitled to two fifteen (15) minute rest periods, if operationally feasible. Employees scheduled for a shift of four (4) to seven (7) hours shall be entitled to one fifteen (15) minute rest period, if operationally feasible.

## ARTICLE 10 ADMINISTRATIVE LEAVE

- Sec. 1001 PURPOSE: To provide for granting time off with pay for employees who are ineligible to be compensated for overtime.
- Sec. 1002 ELIGIBLE EMPLOYEES: Any employee whose position is exempted by the FLSA from accruing and being compensated for overtime is eligible for administrative leave.
- Sec. 1003 GRANTING OF ADMINISTRATIVE LEAVE: Employees shall be granted paid administrative leave upon approval of the Ambulatory Care CEO.
- Sec. 1004 PAYMENT FOR OVERTIME WORKED: Nothing herein shall prevent the payment of straight time compensation to employees eligible for administrative leave in times of stress or unusual workload situations. Such compensation shall require the authorization of the Board of Supervisors.
- Sec. 1005 USE, ACCRUALS, AND RECORD KEEPING: Employees exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. Employees exempt from overtime shall be eligible to receive administrative leave for personal business in addition to vacation, sick leave, annual leave, and holidays. Administrative leave is not an accrual and has no cash value. It is not earned, but is allowed to be used by exempt employees, subject to supervisory scheduling.

## ARTICLE 11 HOLIDAYS

Sec. 1101 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time and less than full-time, provisional employees, and enrollees in training and work programs. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for their regularly scheduled shift, both the day before and after such paid holiday.

Sec. 1102 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Juneteenth, June 19;
6. Independence Day, July 4;
7. Labor Day, the first Monday in September;
8. Veterans Day, November 11th
9. Thanksgiving Day, the fourth Thursday in November;
10. Day After Thanksgiving,
11. Christmas Day, December 25;
12. And every day appointed by the President of the United States or Governor of the State for public fast, thanksgiving, or holiday, which is specifically authorized by the Board of Supervisors.

Sec. 1103 OBSERVANCE: If a paid, assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid, assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees regularly scheduled to work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.

Sec. 1104 FLOATING HOLIDAY:

- A. In addition to the holidays listed in Section 1102, effective January 1, 2022, and January 1 of each year thereafter, each regular, full-time employee covered under the terms of this MOA shall be granted floating holiday leave hours equivalent to twice the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 24 hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and

shall be lost without benefit of compensation if not taken by March 1 as described above.

- B. Regular, less than full-time employees shall be granted the leave provided under (A) above on a pro rata basis.
- C. The purpose of granting annual floating holiday leave hours is to provide employees with two (2) days off with pay. Therefore, an employee's annual floating holiday leave hours shall be utilized in their entirety to cover two (2) single days of absences. In no instance will an employee be allowed to split their annual allowance of floating holiday leave hours over multiple days.

Sec. 1105 HOLIDAY PAY: If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within that biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

Sec. 1106 WORK ON HOLIDAYS:

- A. Regular employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day and shall in no case exceed twelve (12) hours.
- B. Exempt employees who are mandated to work on a County designated holiday, shall receive their regular salary for the hours worked. In addition, they shall be credited with annual leave hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.
- C. Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with annual leave hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

## ARTICLE 12 PAID LEAVE

Sec. 1201 PURPOSE: To provide a leave policy, which prescribes the manner in which leave is accrued and utilized. Leave is authorized for only regular full-time, provisional, and less than full-time employees.

Sec. 1202 ANNUAL LEAVE ACCRUAL: Annual leave is earned on a biweekly basis commencing with the employee's hire date of their current period of County employment according to the following schedule. Accruals are based on a full-time schedule. An employee whose standard hours are less than eighty (80) will have their pay period leave accrual credit reduced on a pro rata basis. Full-time employees covered by this MOA earn annual leave as follows:

Less than 6,240 hours of County service	6.154 hours
6,240 but less than 14,560 hours of County service	7.692 hours
14,560 or more hours of County Service	9.231 hours

Sec. 1203 ANNUAL USAGE: During the first twenty-six (26) pay periods of employment, employees shall use no less than forty (40) hours of annual leave; and thereafter employees shall use no less than eighty (80) hours of annual leave in each succeeding twenty-six (26) pay periods of employment. Under no circumstances shall any annual leave benefits be forfeited, nor shall any employee be ordered to use earned annual leave benefits at a time not desired by the employee. While on annual leave, an employee shall be compensated and receive benefits at the same rate as if the employee were on the job. In the event of an extreme workload, which severely decreases the employee's ability to meet these requirements, this section may be modified, based on agency/department head approval, by reducing the amount of annual leave required to be used.

Sec. 1204 MAXIMUM ACCRUAL: The maximum number of annual leave hours that an employee can accumulate shall be eight hundred and eighty (880) hours. An employee shall not be entitled to earn and accrue any annual leave hours in excess of the maximum limitations described above.

Sec. 1205 ADVANCED ANNUAL LEAVE CREDIT: New regular, full-time employees shall receive advanced annual leave credits equaling seven (7) biweekly pay periods of annual leave accrual as of their date of hire. Because of this advance, these employees will not earn or accrue annual leave benefits during the first seven (7) biweekly pay periods of employment. If an employee to whom annual leave credits have been advanced should separate from employment prior to having completed seven (7) biweekly pay periods of service, those annual leave benefits then credited to the employee's account which exceed what would have been earned during the employee's actual service but for the advance shall not be subject to the payment pursuant to Section 1209, and the employee's final paycheck shall

be reduced by the value of any hours previously used that exceeded those that would have been earned but for the advance.

Sec. 1206 PAYOFF UPON SEPARATION: Any regular employee who terminates or is terminated shall be paid for their unused accrued annual leave at the same rate as the last day worked or last day of approved leave with pay.

Sec. 1207 ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall accrue annual leave during the period the employee receives temporary disability indemnity.

Sec. 1208 RETENTION OF EXCESS ACCRUALS:

- A. Employees covered by this MOA who, as the result of a change in classification, are included in a bargaining unit represented by a recognized employee organization pursuant to Article 20 of the Ventura County Personnel Rules and Regulations, and who have accrued annual leave hours in excess of the annual leave/vacation accrual maximums provided under the appropriate collective bargaining agreement, shall be permitted to maintain the number of hours equal to those at the time of the change in status for a maximum period of five (5) years from the date on which the change occurred. If the employee's new classification is eligible for vacation and sick leave, the employee's annual leave accrued hours shall become vacation accrued hours and the employee shall accrue additional vacation hours at the rate specified for years of service in the MOA. Sick leave shall accrue from a zero balance, or shall be added to any existing prior sick leave balance.
- B. Employees who, as the result of administrative error, have incorrect annual leave or vacation accrual rates which are subsequently adjusted and whose maximum accrued hours are then in excess of those provided under the applicable MOA or Board of Supervisors' Resolution, shall be entitled to maintain such accruals pursuant to the provisions of (A), above.

## ARTICLE 13 INDUSTRIAL LEAVE

- Sec. 1301 PURPOSE: To provide for a means of compensating employees while on industrial leave.
- Sec. 1302 APPLICATION FOR INDUSTRIAL LEAVE: Any employee absent from work due to illness or injury arising out of and in the course of employment may receive full compensation up to the first twenty-four (24) working hours of such absence provided that formal application for such leave with pay is made through the employee's appointing authority and approved by CEO-Risk Management.
- Sec. 1303 BASIS FOR GRANTING INDUSTRIAL LEAVE: Paid industrial leave shall be approved if:
- A. The accident or illness was not due to the employee's negligence; and,
  - B. The absence from work is substantiated by a licensed physician's statement certifying that the nature of the illness or injury is sufficiently severe to require the employee to be absent from their duties during a rehabilitation period.
- If the above conditions are met, such individual shall be paid for twenty-four (24) working hours following such accident or illness. Payment under this provision shall not be cumulative with any benefit that said employee may receive under the Labor Code of the State of California awarded as the result of the same injury.
- Sec. 1304 FULL PAYMENT FOR FIRST WEEK OF DISABILITY – HOSPITALIZATION: If hospitalization of the employee is required from the first (1st) day of the accident or illness, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to their full, regular salary for the first (1st) week of disability if the conditions in Section 1303 are met.
- Sec. 1305 SUPPLEMENT PAID INDUSTRIAL LEAVE: If the employee becomes eligible for payment under the Labor Code of the State of California, either through hospitalization or length of disability, for benefits as described above, paid industrial leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to their full, regular salary for the first twenty-four (24) working hours of disability if the conditions in Section 1303 are met. In no event shall benefits under this Section be combined with benefits under the Labor Code of the State of California so as to provide payments in excess of an employee's base salary.



- Sec. 1306     USE OF OTHER LEAVE: If the request for paid industrial leave is denied, the employee may elect to use accumulated annual leave to receive full compensation for the initial twenty-four (24) working hours following the accident or illness.
- Sec. 1307     FULL SALARY: Upon receipt of temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee may elect to take as much of the employee's accumulated sick leave/annual leave or accumulated vacation so as when added to their temporary disability indemnity, it will result in payment to the employee of the employee's full salary.
- Sec. 1308     EMPLOYMENT STATUS WHILE RECEIVING TEMPORARY DISABILITY INDEMNITY: An employee who has exhausted their industrial leave with pay as provided in Section 1303 and who is entitled to receive temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed to be on temporary disability leave of absence without pay. This temporary disability leave of absence shall terminate when such employee returns to work or when such employee is no longer entitled to receive temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code.
- Sec. 1309     ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An employee who is on temporary disability leave of absence as provided in Section 1308 shall be entitled to accrue the same annual leave credits the employee would have normally accrued had the employee not been placed on temporary disability leave of absence without pay.
- Sec. 1310     HOLIDAY ACCRUAL WHILE DISABLED: An employee who is on temporary disability leave of absence as provided in Section 1308 shall be entitled to accrue the same holiday credits the employee would have normally accrued had the employee not been placed on temporary disability leave of absence without pay.
- Sec. 1311     HEALTH PLAN CONTRIBUTION: For employees on temporary disability leave of absence without pay as provided in Section 1308, the County shall continue to make its contribution to the health plan premium as long as said employee remains on temporary disability leave of absence without pay.
- Sec. 1312     BENEFITS WHILE ON TEMPORARY DISABILITY LEAVE OF ABSENCE WITHOUT PAY: Except as expressly provided in this Article or in the Labor Code of the State of California, employees on temporary disability leave of absence without pay shall not accrue or be eligible for any compensation or benefits while on such leave of absence.
- Sec. 1313     RELATIONSHIP TO LABOR CODE: Payment of salary during injury as set forth in this Section shall be subject to the provisions of the Labor Code.

## ARTICLE 14 LEAVES OF ABSENCE

- Sec. 1401 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, parental, family, travel, education, training, assisting other public jurisdictions, or occupying a position in the exempt service, may be granted by the appointing authority not to exceed one (1) year, when such leave is in the best interests of the County. Additional leave for the same purposes may be granted by the County Executive Officer with the concurrence of the appointing authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.
- Sec. 1402 NO LOSS OF RIGHTS OR BREAKS IN SERVICE: Employees on authorized leaves of absence shall lose no rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in County service.
- Sec. 1403 EARLY RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the appointing authority.
- Sec. 1404 BEREAVEMENT LEAVE: Any regular employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of the employee's immediate family. In addition, in connection with the same death of a member of their immediate family, a regular employee shall be entitled to be absent from duty for two (2) additional working days for which the employee may use accrued annual leave or leave without pay. When travel to distant locations or other circumstances requires absence in excess of the aforementioned five (5) working days, the appointing authority may allow the use of accrued annual leave to supplement the five (5) working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the current husband, wife, parent, stepparent, brother, stepbrother, sister, stepsister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law of an employee.
- Sec. 1405 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician, or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or
- B. The County's physician, in consultation with the employee's physician and employee, determines the continued employment causes unreasonable risks of liability to the County; or,
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1406 Prior work hours counted toward FMLA/CFRA: All new employees hired pursuant to the Integration Agreement Plan shall have prior work hours in the Ambulatory Care Clinics counted as County hours worked for the purposes of qualifying for FMLA/CFRA.

## ARTICLE 15 LESS THAN FULL-TIME EMPLOYEES

- Sec. 1501 Benefits for employees designated as less than full-time who regularly work less than eighty (80) hours per biweekly pay period and who work less than one thousand six hundred and sixty-four (1,664) hours per calendar year shall be limited to those specifically provided in this MOA. Such benefits shall accrue on a pro rata basis but shall, in no case, accrue based upon hours worked in excess of eighty (80) in a biweekly pay period. This section shall not apply to employees involuntarily placed on a less than full-time schedule.
- Sec. 1502 VOLUNTARY ACCEPTANCE OF PART-TIME EMPLOYMENT: Part-time positions shall be made available to employees, subject to the following:
1. All employees on a part-time status on June 30, 2021, shall be allowed to maintain their part-time status unless the employee voluntarily accepts full-time.
  2. Pursuant to clinical needs, management and employees may mutually agree to part-time hours. However, part-time staff may be assigned work hours as needed to provide adequate caseload coverage and staffing.

## ARTICLE 16 CIVIL SERVICE EXEMPT EMPLOYEES

Sec. 1601 EXEMPT FROM CIVIL SERVICE: Employees covered by this Agreement are exempt from civil service pursuant to Section 1347 of the Civil Service Ordinance and shall not serve a probationary period. All such employees serve at the will of the appointing authority and may be terminated with or without cause upon sixty (60) days' notice unless otherwise specifically provided by law. During the first year of employment (2,080 hours), the appointing authority may, at their discretion choose not to provide the sixty (60) days' notice. In either case, the represented employee may exercise the right to request an informal hearing pursuant to Article 23, Section 2326 of the County's Personnel Rules and Regulations.

Sec. 1602 OPTIONAL PROCESS PRIOR TO INVOLUNTARY SEPARATION: For involuntary separations based on the provision of professional medical services that are not subject to the Medical Privileging and Peer Review Process set forth in the bylaws of the Ventura County Medical Center medical staff, employees covered by this Agreement have the option of either utilizing the procedures set forth below in this section or receiving the 60-day notice as set forth in Section 1601 above.

- A. The appointing authority shall serve upon the employee a written Notice of Termination stating the effective date of no sooner than thirty (30) calendar days from date of delivery to the employee, and a statement advising the employee that they have a right to submit a written response to the action.
- B. The employee must submit their written response (including any relevant information or documents) to the Notice of Termination within five (5) calendar days from receipt, in order to be reviewed. The written response shall be addressed and delivered to the Director of the Ventura County Health Care Agency (Director).
- C. The Director shall review all documents provided and shall notify the employee in writing of their decision within ten (10) calendar days of receipt of the employee's response.
- D. Upon issuance of the Director's decision, the employee may request that an impartial, fact-finding panel be convened. Such a request shall be made in writing to the Director within five (5) calendar days of the date of issuance of the decision. Upon receipt of the request, the Director shall convene an impartial panel consisting of three (3) members: one (1) County-appointed; one (1) UAPD-appointed; and a mediator to be mutually selected and agreed upon by the County and UAPD, to perform in an advisory capacity to the Director in termination proceedings. The panel is required to provide its findings and recommendation within five (5) calendar days. The procedure

described in this section applies to clinical and non-clinical issues and is advisory only. The report of the fact-finding panel is not binding in any way upon the Director.

Sec. 1603 RIGHT OF THE COUNTY: Nothing in this Article shall be considered to restrict the right of the County to take immediate disciplinary action when it is deemed appropriate.

## ARTICLE 17 PERFORMANCE REVIEWS

Sec. 1701 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director–Human Resources according to the following schedule. One (1) copy of each fully completed and signed report shall be given to the employee. The Director–Human Resources may develop such forms and additional procedures as deemed necessary to accomplish the intent of this program.

Annual Performance Evaluations	Upon completing 1,040 hours of service after initial hire, and after completing every 2,080 hours of service thereafter.
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Sec. 1702 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the Performance Evaluation Form for the employee to sign, signifying that the employee has read the supervisor's comments. Space will also be provided so that employees may give related comments relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division/department/agency head or to the Director–Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.

Sec. 1703 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluation reports shall be confidential and shall be made available as required to the employee, appointing authority, Director–Human Resources, and the Civil Service Commission.

## ARTICLE 18 PERSONNEL FILE

- Sec. 1801 EMPLOYEE ACKNOWLEDGEMENT OF MATERIAL PLACED IN PERSONNEL FILE: No material relating to performance evaluation, salary action, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that the employee has read such material by affixing the employee's signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the employee's personnel file with an appropriate notation by the person filing it.
- Sec. 1802 FULL RIGHT OF INSPECTION OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of their personnel file.



## ARTICLE 19 ADDITIONAL EMPLOYEE BENEFITS

Sec. 1901     RETIREMENT: The County offers a defined Retirement Benefit plan for regular, full-time employees, as per the criteria promulgated by VCERA. In general (but as per VCERA criteria), employees covered by this Agreement are eligible for benefits provided by the Public Employees' Pension Reform Act Plan for general, non-safety employees hired on or after January 1, 2013.

- A.     Represented employees shall contribute as retirement contributions an amount equal to one-half of the actuarially-determined normal cost of the applicable retirement formula. Any required amounts in excess of the required member contribution shall be contributed consistent with the cost-sharing provisions set forth in Government Code section 31631.5. Future increases or decreases in actuarially-determined normal retirement costs will be split equally between the employee and the County.
- B.     Pursuant to Section 414(h)(2) of the Internal Revenue Code, the County shall declare that it is "picking up" the entire required member contribution so as to cause the taxable income of each represented employee to be reduced by the amount of the "pick up." Therefore, for taxation purposes, this "pick up" shall not be regarded as ordinary income in accordance with Section 414(h) of the United States Internal Revenue Code.

Sec. 1902     SAFE HARBOR RETIREMENT PLAN: This is a retirement plan for employees working less than 64 hours per biweekly pay period. UAPD agrees the County's "Safe Harbor" retirement plan is in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA) for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

Sec. 1903     DEFERRED COMPENSATION:

- A.     Eligible employees covered by this Agreement may participate in the County-sponsored 401(K) and 457 deferred compensation plans.
- B.     For employees who participate in the County-sponsored 401(k) deferred compensation plan, the County will match a part of employee's contribution, on a pay period basis, according to the following schedule:

<u>Employee Contribution</u>	<u>County Match</u>
1%	1.00%
2%	1.50%
3%	1.75%
4%	2.00%
5%	2.50%
6% or more	3.00%

Only employees appropriately enrolled in a County sponsored plan shall be entitled to benefits under this section, subject to the following conditions:

- (a) The employee's individual contributions, and the total combined employer-employee contributions, shall not exceed legally established limits.
- (b) Should an employee reach the individual contribution limit before the end of the calendar year, the County shall nonetheless continue to contribute a three percent (3%) "County Match" to the employee's account for the remainder of the calendar year, provided that the employee remains employed by the County.
- (c) Should entitlement to County Match contributions be precluded by operation of the limit on total combined employer-employee contributions, the amount of the County Match lost shall be paid to the employee in cash in addition to Base Salary.
- (d) County contribution to the deferred compensation plans provided for in Section 1901 shall not qualify as any part of the employee's contribution specified in this section.

The amount of contribution to the 401(k) plan under this section shall be on Base Salary.

- C. Effective the first full pay period after Board approval and annually thereafter in the third pay period of subsequent payroll years, the County will make a non-elective contribution equal to two percent (2%) of annualized compensation to the 401(k) account of each eligible employee covered by this Agreement. To be eligible for the non-elective contribution, an employee must be on the active payroll as of December 31 of the calendar year immediately preceding the payment date, possess a minimum of five (5) years of continuous County service as of December 31, and be scheduled to receive a

regular (not final) paycheck for the pay period in which the non-elective contribution is to be made (i.e., third pay period).

For example, an employee covered by this Agreement who is employed as of December 31, 2023, and possesses six (6) years of continuous County service as of that date and is scheduled to receive a regular paycheck in pay period 2024-11, shall be eligible for the non-elective contribution to their 401(k) plan. An employee no longer covered by this Agreement, for any reason, as of December 31, 2023, will be ineligible for the non-elective contribution. Likewise, an employee who is covered by this Agreement as of December 31, 2023, and has less than five (5) years of continuous County service as of that date will be ineligible for the non-elective contribution.

The amount of the non-elective contribution under this section shall be calculated based on the compensation components as defined in Section 2201 of this Agreement for the 26 pay periods consisting of pay periods #2-#26 (or #27, when applicable) of the preceding calendar year and pay period #1 of the subsequent calendar year. The non-elective contribution is subject to all applicable IRS limitations.

- D. Employee 401(a) Defined Contribution Plan: The County and the Union shall meet and discuss the possibility of offering a 401(a) defined contribution plan through Fidelity. The parties agree to meet no later than October 31, 2021.

- Sec. 1904 SERVING AS WITNESS: No deductions shall be made from the salary of an employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the County for any days of absence for which the employee receives salary as for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.
- Sec. 1905 JURY SERVICE: No deduction shall be made from the salary of an employee absent from work when required to appear in court as a juror; nor is it necessary to return the daily compensation issued to County employees for serving as jurors. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor.
- Sec. 1906 DRUG AND ALCOHOL TESTING: Employees covered by this MOA are subject to the County of Ventura's Drug and Alcohol Policy with respect to

safety-sensitive employees (Exhibit A) when assigned to drive commercial motor vehicles as defined in Section C of said Policy.

## ARTICLE 20 TRANSFERS

- Sec. 2001 DEFINITIONS: A transfer is a change from one (1) department or agency to another in the same or similar classification, or a change from one (1) class to a similar class within a County department or agency.
- Sec. 2002 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which the employee is to be transferred.
- Sec. 2003 SALARY RATE AND MERIT INCREASE HOURS NEEDED ON TRANSFER: If the transfer occurs within the County Service, there shall be no change in salary rate. Any regular employee may be transferred from one position to another in either the same classification or to one which has the same salary range. An employee so transferred shall not have their merit increase hours reset.
- Sec. 2004 PROBATION PERIOD ON TRANSFER: If a transfer occurs within the County Service, the employee shall not be required to serve another probationary period except that a person so transferred who has not completed their probationary period must serve a new probationary period.
- Sec. 2005 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director–Human Resources.
- Sec. 2006 SALARY RATE AND MERIT INCREASE HOURS NEEDED ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same salary range as the employee’s former position, the employee shall retain the salary rate and merit increase hours needed will not be reset.
- Sec. 2007 WRITTEN REQUEST FOR TRANSFER: Any person wanting to transfer to another department/agency shall submit a request in writing to the Director–Human Resources indicating a desire to transfer, the person’s present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2008 CONSIDERATION FOR APPOINTMENT OF PERSON REQUESTING TRANSFER: Whenever the Director–Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one (1) year from the date of the certification request have requested a transfer, shall have their names submitted to the appointing authority for consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provisions of the Ventura County Personnel Rules and Regulations.

Sec. 2009     DURATION OF TRANSFER REQUEST: A transfer request shall not be honored for more than one (1) year. In addition, a transfer request may not be honored and may be invalidated for any of the following reasons:

- A.     The person has accepted a transfer, which resulted from the specific transfer request.
- B.     The person no longer has status in the County service as a regular employee.
- C.     The person requests that their name be removed from consideration.
- D.     The person refuses an offer of appointment.
- E.     The person is refused appointment by three (3) appointing authorities.
- F.     The person fails to appear for a selection interview once the person has been notified of eligibility for consideration.

## ARTICLE 21 GRIEVANCE PROCEDURE

Sec. 2101 DEFINITION: A grievance shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of:

- A. The terms of this MOA.
- B. The sections of the Personnel Rules and Regulations incorporated into this MOA as set forth herein.
- C. Existing written policies affecting an employee's terms and conditions of employment.
- D. Written reprimands which shall not be subject to the provisions of Article 21 of the Personnel Rules and Regulations nor reviewable under any administrative procedure other than this grievance procedure.

Sec. 2102 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 2101, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals.
- B. Performance review evaluations.
- C. Those which would require modification of a policy established by the Board of Supervisors or by law.
- D. Ventura County Personnel Rules and Regulations not specifically included herein in whole or by reference.

Sec. 2103 PROCEDURE:

- 1. Informal Discussion
  - A. Within thirty (30) calendar days from the date of the action causing the complaint, the grievant shall discuss their complaint in a meeting on County time with their immediate supervisor. In the case of a complaint of illegal discrimination, the employee may file a complaint in accordance with the procedures listed in Section 2, below. Employees may also file a complaint with the County's Equal Employment Opportunity Officer in County Human Resources. In either situation, informal discussion or illegal discrimination, the grievant shall have the right to union representation.

- B. Within ten (10) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.
- 2. Formal Complaint - Step 1, Immediate Supervisor:
  - A. Within ten (10) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the County. Such written grievance shall:
    - 1. Fully describe the grievance and how the employee was adversely affected;
    - 2. Set forth the section(s) of the MOA, Personnel Rules and Regulations, and/or written policies violated;
    - 3. Indicate the date(s) of the incident(s) grieved;
    - 4. Specify the remedy or solution to the grievance sought by the employee.
  - B. Within ten (10) calendar days, the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.
- 3. Formal Complaint - Step 2, Division Head
  - A. Within ten (10) calendar days from receipt of the decision at Step 1, the employee may appeal to their division head. The original copy of the grievance form shall be submitted.
  - B. Within ten (10) calendar days from receipt of the grievance, the division head shall meet with the employee. The employee may be accompanied by their designated representative at such a meeting. The division head shall give their written decision within ten (10) calendar days after the meeting.
- 4. Formal Complaint - Step 3, Agency/Department Head
  - A. Within ten (10) calendar days from their receipt of the decision at Step 2, the employee may appeal to the agency/department head. The original copy of the grievance form, with the reasons in writing for their dissatisfaction with the answer given by the division head, shall be submitted.



- B. Within ten (10) calendar days after receiving the completed grievance form, the agency/department head or their designated representative shall meet with the employee and thoroughly discuss the grievance. The employee may be accompanied by their designated representative at such a meeting. The department/agency head shall give their written decision within fifteen (15) calendar days after the meeting.

On matters that do not concern or involve the interpretation or application of the specific terms and provision of the MOA or past practice within the department/agency, the written decision of the department/agency head shall be final as to the disposition of matters within their authority.

Sec. 2104    ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by UAPD by submitting a letter requesting that the grievance be submitted to arbitration to the Chief Deputy Executive Officer-Industrial Relations (CDEO-IRRM) within thirty (30) calendar days after the department/agency head renders a decision. Prior to submitting the matter to arbitration, CDEO-IRRM or their designee, may meet with UAPD in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the County Executive Officer (CEO) for their approval. The CEO shall advise the parties of their decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, UAPD may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement between UAPD and the CDEO-IRRM or designee.
- B. Within thirty (30) calendar days of the receipt of notice of appeal to arbitration, the parties shall attempt to choose an arbitrator to hear the matter. In the event the parties cannot mutually agree on an arbitrator within that time, the State Conciliation Service shall be immediately asked to provide the parties with a panel of five (5) individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.

- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties. If one party chooses to record the hearing, it shall, upon request, provide the other party and/or the Arbitrator with a copy of that recording.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this MOA, but shall determine only whether or not there has been a violation of the MOA with respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to the Arbitrator by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, UAPD, and the employee affected, subject to judicial review.
- E. If either the County or UAPD shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOA, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether to hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, the Arbitrator shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 2105 GRIEVANCE REMEDIES: Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in Section 2103, above, or from the ensuing arbitration, as set forth in Section 2104, above, including any back pay or benefits, shall be limited to 190 days from the date the formal written grievance is filed at Step 1, as set forth in Section 2103(2)(A), above.

Sec. 2106 MEDIATION: Prior to an arbitration hearing, UAPD and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of UAPD and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at any subsequent hearing.

Sec. 2107 WAIVER AND LIMITS: Grievances may, by mutual agreement, be referred back for further consideration or discussion to prior steps or advanced to a

higher step in the grievance procedure. Except for the time limitations set forth in Section 2105 above, time limits specified in the grievance procedure of this MOA may be waived by mutual written agreement. Should the County fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed to the next step of the grievance procedure. Likewise, should UAPD and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the County's last response and shall be considered waived and abandoned for all purposes.

- Sec. 2108    TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by their appointing authority to process, prepare, and resolve their grievance.
- Sec. 2109    GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Personnel Rules and Regulations, MOA, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

## ARTICLE 22 COUNTY RIGHTS

It is the exclusive right of the County to direct its employees, to take disciplinary action for proper cause, to relieve its employees from duty because of lack of work or for other legitimate reason, to classify and reclassify positions, and to determine the methods, means, and personnel by which the County's operations are to be conducted, provided that such action shall be accomplished in accordance with the County's Personnel Rules and Regulations and other negotiated procedures.

Nothing contained in this provision shall be deemed to supersede the provisions of existing California law and the ordinances and rules of the County, which established the Civil Service System.

## ARTICLE 23 UAPD RIGHTS

Sec. 2301 NEGOTIATING COMMITTEE: The committee authorized by UAPD to consult, meet and confer, or negotiate collectively shall consist of no more than six (6) members which includes at least one (1) employee/member from four (4) different clinics covered by this MOA. Employee/members will be paid by the County for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held at a time and place mutually acceptable to all parties. Two (2) additional employee/members shall be authorized as alternates and compensated when approval and authorization for such payment has been made by the County.

Sec. 2302 ACCESS: UAPD paid labor representatives shall be granted access to employees, in accordance with this Article, upon directly notifying the designated management representative and after advising said authority of the general nature of the business. UAPD will not meet with any employees during scheduled work time, in restricted units, and shall not disrupt or interfere with the duties and operations of the workplace.

Requests to access non-work areas shall be made by personally contacting the appointing authority or designated management representative as far in advance as possible, but at minimum 24 hours prior to being onsite. The Labor Representative shall comply with security measures and precautions pertaining to facility access. The appointing authority shall not unreasonably withhold timely access. If a request is denied, the appointing authority or designated representative shall establish a mutually agreeable time for access to the employee(s).

UAPD Labor Representatives granted access shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal or other representation activity.

UAPD Labor Representatives shall be provided access to non-work areas such as conference rooms and cafeteria to conduct representation activities during employees' non-work time.

Sec. 2303 AUTHORIZED PAYROLL DEDUCTIONS: In the event UAPD wishes to utilize a payroll deduction code for employees it represents to authorize the County Auditor-Controller to transmit those payroll withholdings to UAPD, it shall so request the County Auditor-Controller in writing. The County Auditor-Controller shall accomplish this action immediately following the payment by UAPD of the sum of nine hundred-fifty dollars (\$950).

Remittance of the aggregate amount of all dues withheld from the salaries of employees shall be accomplished within fifteen (15) working days after the deductions are made. Within ten (10) working days following the

deductions, the County shall provide UAPD with two (2) lists identifying the employees from whom deductions were withheld and the amount withheld from each such employee.

The County and UAPD agree that both parties shall be saved, indemnified, and held harmless from liability due to errors and omissions arising out of the other party's use of UAPD-sponsored deductions codes.

- Sec. 2304 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL): The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees who are represented by UAPD and between the members of the Board of Directors of UAPD and individual members, provided that all mass communications intended for broad departmental distribution shall be approved in advance by the County Executive Officer or designated representative.
- Sec. 2305 MEETING SPACE: Upon written request of UAPD, the County shall provide meeting space outside of working hours, provided such place is available and UAPD complies with all departmental rules and policies of the Board of Supervisors.
- Sec. 2306 BULLETIN BOARDS: The County will designate a bulletin board or a portion of an existing bulletin board at each clinic for the exclusive use of UAPD. The space allotted shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the designated clinic representative. If the clinic representative objects to the contents of such material, they shall immediately notify the UAPD staff or representative. Such material shall be removed from the board, based upon the clinic representative's objections and if an agreement cannot be reached between UAPD and the clinic representative, the matter shall be immediately referred to the Industrial Relations Manager in the County Executive Office for resolution. If either party objects to the Industrial Relations Manager's decision, they have the alternative of filing an unfair labor practices charge before the Civil Service Commission. UAPD is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof. Such material shall be signed and dated by a unit representative, officer, or staff member of the Union.
- Sec. 2307 DISPLAY AND DISTRIBUTION OF MATERIALS: During non-working hours, UAPD shall have the right to distribute UAPD literature to workstations (i.e., desks and in-baskets) of the employees it represents. Such material distributed to workstations is subject to the procedure for obtaining prior approval of departmental management set forth in Section 2302.

Sec. 2308 NEW EMPLOYEES AND EMPLOYEE LISTS: Each biweekly payroll period, the County shall furnish UAPD a listing of new employees hired and employees terminated within the UAPD bargaining unit. The biweekly employee listing shall be delivered by electronic mail to the account(s) specified by UAPD and will include the following information: first name, last name, middle initial; employee identification number; job code, job title, FLSA status, rate of pay (hourly or biweekly), standard hours worked per week, full-time/part-time status, employee class type, start date, Union code and description, work location and address, and pay status.

Sec. 2309 EMPLOYEE ORIENTATION:

The County shall provide UAPD written notice of Employer-wide new employee orientations at least ten (10) calendar days prior to the event.

At the end of each formal orientation session, representatives of UAPD shall be permitted to make a presentation of up to sixty (60) minutes during a full-day orientation session and up to thirty (30) minutes during a half-day or less orientation session. Attendance at these presentations is mandatory for new employees hired into classifications covered by this Agreement. During these presentations, the Union may present written materials to attendees with the understanding that the Union, no less than two business days before the orientation session, will provide the County with a copy of its complete presentation along with a detailed meeting agenda, to include all written materials to be distributed by UAPD during its portion of the orientation session.

Not more than one (1) UAPD steward may participate in new employee orientation sessions. UAPD stewards participating in new employee orientations during normally scheduled working hours may do so by either utilizing UAPD time, Administrative Leave as provided in Section 1005, or by utilizing their own annual leave or leave without pay as provided in Article 12.

Sec. 2310 UNION SECURITY:

- A. All unit employees who, on the effective date of this MOA, are members of UAPD and all unit employees who thereafter voluntarily become members of UAPD shall have union membership dues deductions made by the County during the term of this MOA subject to revocation pursuant to the terms of the employee's dues authorization card or other lawful basis for revocation of deductions.
- B. Any unit employee who is not a member of UAPD as of the effective date of this MOA and who chooses to become a member of UAPD shall be required to complete a dues authorization card in which the employee clearly and affirmatively indicates that the employee is

electing to join UAPD and have dues deducted from the employee's paychecks. UAPD shall submit certification to the County Auditor-Controller's Office for processing by email that it has received such dues authorization card and identify the employee by name and identification number.

- C. Pursuant to Government Code section 1157.12, if a member desires to revoke, cancel, or change prior dues deduction authorization, such requests shall be directed to UAPD. Any employee wishing to revoke the employee's dues authorization must submit such a request directly to UAPD, pursuant to the terms of the employee's dues authorization card or other lawful methods of revocation of deductions.
- D. UAPD shall advise the Auditor-Controller via email of any revocations submitted by members within ten (10) business days after receipt from the employee of the revocation request, if practicable. Such updates shall identify the employee(s) by name and County identification number. The County shall certify via email receipt of the request and certify that dues deductions will cease within the biweekly period.
- E. UAPD agrees to hold harmless the County and its officers, employees, and agents from any liability that may result from making, canceling, or changing deductions for which UAPD was responsible for providing written notice to the County under this section. This is not intended to limit or waive any other remedies the County may have under law.

Sec. 2311 UNION BUSINESS/UAPD MEMBER REPRESENTATIVE TIME: Effective July 1, 2021, and on the same date on each subsequent year, a UAPD Member Representatives' Bank will begin the year with one hundred twenty (120) hours of release time for use on the preparation, investigation, and presentation of filed grievances, or to attend Weingarten, Skelly, or any other meeting where a UAPD member would be entitled to representation. UAPD Member Representatives may draw from the Member Representatives' Bank only during a regularly scheduled workday. No one UAPD Member Representative shall use more than twenty-five percent (25%) of the Member Representatives' Bank. The bank hours used will be in accordance with the provisions of this article, and UAPD Member Representatives are required to report all bank hours on their timecards. It is further agreed that UAPD Member Representatives will conduct all other Union business, except for time spent in negotiations, on their own time by utilizing vacation time or leave without pay.



ARTICLE 24 FULL UNDERSTANDING, MODIFICATION WAIVER.

- A. This MOA sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, during the term of the MOA each party voluntarily and unqualifiedly waives its right to propose or implement changes, and to compel the other party to negotiate regarding proposed changes, with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, unless mutually agreed upon.
- C. Any alteration, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- D. The waiver of any term or condition, or of any breach of a term or condition, of this MOA by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## ARTICLE 25 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of the Memorandum of Agreement:

- A. Management's principal authorized agent shall be the County Human Resources Director/Labor Relations or their duly authorized representative.
- B. UAPD's principal authorized agent shall be the President or their duly authorized representative.

## ARTICLE 26 NON-DISCRIMINATION

The provisions of the Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, religion, creed, national origin, citizenship, sex, sexual orientation, gender identity or expression, age, disability, marital status, genetic information, or any other characteristic protected by law.

The County of Ventura's Equal Employment Opportunity Plan will be fully supported by UAPD.

## ARTICLE 27 NO STRIKE/NO LOCKOUT

During the term of this MOA, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by UAPD, and no lockouts shall be made by the County. If this section is violated, the party committing the violation shall lose all rights under this MOA.

## ARTICLE 28 PATIENT CARE COMMITTEE

At the request of either the County or UAPD, a meeting of the Patient Care Committee (PCC) may convene once per quarter for a duration not to exceed three (3) hours. The frequency and duration of meetings may be increased by mutual agreement between the parties.

The party initiating the meeting shall be responsible for developing the agenda inclusive of the proposed meeting date, meeting duration, and items proposed to be discussed. PCC meetings will generally be used for the purpose of providing a forum to review and discuss subjects of mutual concern, or as appropriate to develop plans of action on subjects which include, but are not limited to:

- Assurance of professional standards
- Scope of practice
- Staffing
- Scheduling
- Productivity
- Quality Metrics and Quality of Care Incentive
- Optimum patient care
- Other topics where there is a recognized joint responsibility to provide quality medical care

The party to whom the request for a meeting is made will acknowledge and respond to the request as soon as possible, but not later than two (2) weeks from the date the request was received. Agenda items are subject to the mutual agreement of both parties. The parties agree that the PCC meetings as described in this section are not intended as a forum to discuss grievable or negotiable issues.

Up to four UAPD-represented members and four County representatives shall be authorized to attend the PCC meeting. At the time that any PCC meeting is requested, UAPD and the County will identify to each other who will be attending to represent their respective sides.

In the event Quality Metrics and/or Quality of Care incentive items will be discussed during a PCC meeting, the County shall be allowed two additional representatives to attend for the sole purposes of speaking to these items.

## ARTICLE 29 DIVERSITY, EQUITY, AND INCLUSION

The County is committed to developing, nurturing, and sustaining an equitable community and workforce where all individuals can thrive. The County pledges to amplify the voices of under-represented communities or those who were historically excluded, by removing barriers that result from racial and social injustice and inequities. The County strives to ensure that equity, diversity, and inclusion is embedded at all levels of the County of Ventura's programs and departments. The County will advance equitable policies, practices and procedures, including, but not limited to County services, recruitment and retention, policies and practices, budgeting and procurement.

The County is committed to being transparent and creating an inclusive environment. The County and UAPD have both declared that racism is a public health crisis. The County and UAPD share a commitment to advance diversity, equity, and inclusion and to fostering and promoting racial equity and justice in service to our community.

The County and UAPD agree to utilize the Patient Care Committee (PCC) as a platform to discuss diversity, equity, and inclusion issues that impact employees covered by this Agreement.

SIGNATURE PAGE PENDING

EXHIBIT A

**EXHIBIT A COUNTY OF VENTURA  
DRUG AND ALCOHOL POLICY FOR SAFETY-  
SENSITIVE EMPLOYEES**



## COUNTY OF VENTURA DRUG AND ALCOHOL POLICY FOR SAFETY-SENSITIVE EMPLOYEES

Effective January 1, 1995, the County of Ventura must comply with the United States Department of Transportation regulations implementing the federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the County must comply with the regulations of the Federal Highway Administration (FHWA). The Federal Aviation Administration (FAA) and the United States Coast Guard (USCG) have also issued drug and alcohol testing regulations. Where applicable to the County, the requirements of those regulations are reflected in this Policy. Adoption of this Policy is one of the County's obligations under the regulations. This Policy sets forth the rights and obligations of covered employees. If you are an employee covered by these requirements, you need to familiarize yourself with the provisions of this Policy BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

### A. EMPLOYEE QUESTIONS

The regulations require that employers designate a person to answer employee questions about drug and alcohol testing. Employees shall refer any questions regarding their rights and obligations under the new regulations to the Personnel Officer or designee for each department.

### B. COVERED EMPLOYEES

Overall, the regulations cover drivers of commercial motor vehicles as defined in Section C below. A driver is any person who operates a commercial motor vehicle on a full-time, casual, intermittent, extra help or occasional basis. For purposes of pre-employment testing, the term "driver" includes persons applying for employment in a position requiring the driving of a commercial motor vehicle on at least an occasional basis.

The Director-Human Resources (or designee) may add or delete names from the list of covered employees based upon their determination that an employee's job duties mandate coverage under this Policy. Supervisors and/or the personnel officer from each of the covered departments shall report additions and/or deletions of staff covered by these rules to the Director-Human Resources. New employees or employees transferring, promoting, or demoting into a safety-sensitive function will be tested prior to performing any safety-sensitive functions. The Director-Human Resources or designee shall promptly notify any affected employee in writing that their name will be added to the list of covered employees. The determination of the Director-Human Resources shall be final and binding.

### C. COVERED COMMERCIAL VEHICLES

The regulations cover drivers of the following commercial motor vehicles:

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
2. A vehicle with a gross vehicle weight of at least 26,001 pounds;
3. A vehicle designed to transport 16 or more passengers, including the driver; or
4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

### D. SAFETY-SENSITIVE FUNCTIONS

The performance of any of the following on-duty functions by a covered employee in connection with that employee's operation, or scheduled operation, of a commercial motor vehicle is considered to be a safety-sensitive function:

1. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty;
2. All time inspecting equipment such as brakes, steering mechanism, lights, tires, horn, windshield wipers, mirrors or coupling devices or otherwise inspecting, servicing, or conditioning any commercial motor vehicle;
3. All driving time;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time spent performing driver requirements relating to accidents; or
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### E. CONTROLLED SUBSTANCES

For purposes of the federal regulations and this Policy, controlled substance means marijuana, cocaine, opiates, amphetamines, and phencyclidine. Covered

employees are required to inform their supervisor of any therapeutic drug use prohibited by this policy (includes both prescribed and over-the-counter medications for treating specific ailments which contain alcohol or any of the controlled substances.) Covered employees are responsible for obtaining information from their physician for any prescribed medication they are taking that may impact their ability to drive and report such use to their supervisor.

#### F. PROHIBITED CONDUCT

Covered employees may not be under the influence or in possession of controlled substances or alcohol during any work hours. Further, the regulations specifically prohibit certain conduct while performing and prior to performing safety-sensitive functions. Covered employees are prohibited from:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration level of 0.04 percent or greater;
2. Performing a safety-sensitive function within four hours after using alcohol;
3. Being on duty or operating a vehicle described in Section C, above, while possessing alcohol or controlled substances;
4. Using alcohol or controlled substances while performing a safety-sensitive function;
5. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the employee has used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle;
6. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions if the employee tests positive for controlled substances; or
7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04 percent or greater on an alcohol test or tested positively on a controlled substance test.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Act of 1988. All employees covered by this Policy have previously been provided with a copy of the County's Drug Free Workplace Statement, and have signed an acknowledgment that they have read the Statement and agreed to comply with it.

G. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES

1. Pre-Employment Testing:

All applicants (whether by initial application or in connection with a transfer, promotion, or demotion) for positions involving the performance of safety-sensitive functions will be required to submit to pre-employment/pre-duty drug testing prior to any job offer. Applicants will not be hired for or transferred, promoted, or demoted to a safety-sensitive position if they do not pass the test. A pre-employment alcohol test is not required by this policy.

2. Post-Accident Testing:

Post-accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor.

The decision whether or not to test the employee will be left to a supervisory or management employee. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee **must** be tested irrespective of whether their involvement may be discounted.

Post-accident alcohol tests shall be administered within two (2) hours following an accident, and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident. Documentation on the need for testing will be completed by the supervisor identifying the reason for the test with a copy provided to the employee. Tests not completed within the prescribed time frame will need to have documentation citing the reason for the failure to test.

According to the regulations and this Policy, an accident occurs when, as a result of an occurrence involving the vehicle an individual dies or sustains an injury requiring medical attention, a state or local law enforcement authority issues a citation to the covered employee for a moving violation arising from the accident, or when a vehicle is towed from the scene as a result of damage from the accident.

3. Random Testing:

Covered employees will be subject to random alcohol and drug testing as follows:

A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (i.e., driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The County will subject at least twenty-five percent (25%) of the total number of covered employees to random alcohol testing per year.

A random drug test will be administered to at least fifty percent (50%) of the total number of covered employees per year. A covered employee may be subjected to drug/alcohol testing even on a day in which the employee is not expected to perform a safety-sensitive function. Some employees may be tested more than once in a year, while others are not tested at all, depending on the random selection.

On the date an employee is selected for random drug/alcohol testing, their supervisor will ensure their duties are covered for the test period. The employee will receive a written notice at some point during their shift indicating the time they are to report to the test site.

4. Reasonable Suspicion Testing:

Covered employees are also required to submit to an alcohol or drug test when a supervisor, trained in accordance with the regulations at 49 CFR 382, has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. The observation must be based on short-term indicators, such as blurry eyes, slurring, or alcohol on the breath. The supervisor may not rely solely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test.

The reasonable suspicion alcohol test will be administered within two (2) hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight (8) hours following the observation.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and alcohol test will attend at least one (1) hour of training on alcohol misuse and at least one (1) hour of training on controlled substances use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

The need for the reasonable suspicion test will be documented by the supervisor with a copy provided to the employee. The supervisor shall advise the employee of their right to have a Union representative present prior to the testing, if a representative is available within a reasonable time (within one (1) hour).

5. Return to Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this Policy (see Section F) must submit to a return to duty test before the employee may be returned to a position requiring the performance of safety-sensitive functions. The test result must indicate an alcohol concentration of less than 0.02 percent or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest during the first year of recovery, the employee **will** be subject to follow-up testing which is separate from the random testing obligation. The employee will be subject to at least six unannounced drug/alcohol tests during the first year back to the safety-sensitive position following the violation.

H. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath-testing device (EBT) approved by the National Highway Traffic Safety Administration.

A screening test will be conducted first. This initial screening may be accomplished using a saliva test kit. If the result is an alcohol concentration level of less than 0.02 percent, the test is considered a negative test. If the alcohol concentration level is 0.02 percent or more, a second confirmation test using the EBT will be conducted.

The procedures that will be utilized by the lab for collection and testing of the specimen are attached hereto as Appendix A.

2. Drug Testing:

Drug testing will be conducted pursuant to the procedures set forth in Appendix A.

I. REFUSAL TO SUBMIT TO AN ALCOHOL AND/OR DRUG TEST

As set forth in Section F.7 above, a covered employee who refuses to submit to any required drug/alcohol testing will be treated in the same manner as an employee who tested positive.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to, the following:

1. A refusal to provide a urine sample for a drug test;
2. An inability to provide a urine sample without a valid medical explanation;
3. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
4. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
5. Tampering with or attempting to adulterate the urine specimen or collection procedure;
6. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
7. Leaving the scene of an accident without authorization from a supervisor or manager (who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test), unless the employee has a valid reason for not obtaining such authorization; or
8. Consuming alcohol during the eight hours immediately following an accident, unless the employee has been informed that their actions have been discounted as a contributing factor, or if the employee has been tested.

J. CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.02 PERCENT OR GREATER BUT LESS THAN 0.04 PERCENT

An employee whose alcohol test indicates an alcohol concentration level between 0.02 percent and 0.039 percent will be removed from their safety-sensitive position for at least twenty-four hours. Such an employee may be subject to discipline up to and including termination. The County will then retest the employee. Before the employee may be returned to their safety-sensitive position, the employee's alcohol concentration must indicate a concentration below 0.02 percent.

K. CONSEQUENCES OF FAILING AN ALCOHOL AND/OR DRUG TEST

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, in accordance with the County's existing disciplinary rules and procedures.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive function;
2. Must submit to an examination by a substance abuse professional (SAP). Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure their alcohol or drug abuse. The County is not required to pay for this treatment;
3. May not be returned to their former safety-sensitive position until released by the SAP and the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed), which indicates an alcohol concentration level of less than 0.02 percent or a negative result on a controlled substance test;
4. Will be required to submit to unannounced follow-up testing after they have been returned to their safety-sensitive position. See Section G.5, above.

L. INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES AND AVAILABLE METHODS OF INTERVENTION

Information on the effects of alcohol and the various controlled substances, which are tested for under this Policy, are available from the County Employee Assistance Program (EAP). The EAP is also available to help employees who need assistance with alcohol and controlled substance abuse. For information concerning the County's Employee Assistance Program, please contact their office at (805) 654-4327.

M. CONFIDENTIALITY PROCEDURES FOR INTERNAL CONTROL

Laboratory reports or test results shall not appear in an employee's general personnel file. The Personnel Department will keep under their control information of this nature in a separate, secured confidential medical file, access to which will be limited to those individuals with a "need to know" as defined by federal regulation. Supervisors, managers, and other staff with such knowledge are not to discuss or disclose the results of any employee's drug/alcohol tests with other employees, except under approved reasons as delineated by County policy.

The Director-Human Resources may disclose reports or test results to County Management on a strictly need-to-know basis, any DOT or State agency with regulatory authority over the County or its drivers, the National Transportation Safety Board when investigating an accident, the "decision maker" in legal proceeding, and to the tested employee upon request. Disclosures, without employee consent, may also occur in accordance with federal regulations.

Employee's confidentiality is also protected from disclosure by supervisors concerning any over-the-counter or prescribed medications, when the employee



has notified the supervisor of such use as mandated by this policy. Supervisors, managers, and other staff who violate this confidentiality policy may be subjected to disciplinary action up to and including termination.

January 4, 1996

## APPENDIX A ALCOHOL TESTING PROCEDURES

All testing will be coordinated by a qualified vendor certified to conduct alcohol and drug tests in accordance with guidelines as required by 49 CFR, 40, using the following procedures. Specimen collection and analysis will be conducted at the employee's worksite, a secured county facility, or at various certified labs throughout the County. Initial alcohol tests may be done using a saliva-screening test.

- A. The employee arrives at the testing site.
- B. If the employee does not arrive at the designated time for testing, the Supervisor or designee will be contacted for instructions.
- C. The identification (I.D.) of the employee to be tested is verified by examining a photo I.D. If the I.D. cannot be established, the Breath Alcohol Technician (BAT) will attempt to notify the employee's supervisor to establish a positive I.D. If this is not possible, the process stops.
- D. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present their I.D.
- E. Once the employee's I.D. is established, Step 1 of the U.S. Department of Transportation Breath Alcohol Testing Form (DOT) will be completed.
- F. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign, it is regarded as a refusal to take the test.
- G. The employee may be tested for alcohol using a saliva test kit, initially. The saliva test may be administered by a trained County staff supervisor. If test results are negative on this screening test, a copy of the DOT form will be completed, noting the results and a copy provided to the employee. One will be forwarded to the supervisor and one will be retained by the BAT. If saliva tests are not conducted initially, the BAT will follow the below-described procedures using an EBT device for the initial test. If the saliva test indicated an alcohol level greater than 0.02, an EBT test is required as follows:
- H. The BAT will explain that a confirmation test will be conducted.
- I. The employee must stay in the room observed for a 15-minute waiting period. During this period, the employee may not eat, drink, or put any object or substance into their mouth.
- J. The confirmation test will be conducted no less than 15 minutes after the initial test but within 20 minutes of the completion of the initial test.
- K. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Testing (EBT) device for the test.

- L. The employee will open an individually sealed mouthpiece in view of the BAT and attach it to the EBT according to instructions.
- M. The employee will blow forcefully into the mouthpiece for at least six seconds or until the EBT indicated that an adequate amount of breath has been obtained.
- N. The BAT completes Step 3 of the DOT testing form.
- O. The employee will sign Step 4 of the DOT Test form stating that the information on the form is accurate and that the employee must not perform safety-sensitive duties or operate heavy equipment if the results are 0.02 or greater.
- P. If the test results are less than 0.02 on this test, a copy of the form will be provided to the employee. The test process is complete and a copy will be forwarded to the supervisor and one will be retained by the BAT.
- Q. If the result of the confirmation test is different from the EBT screening test, the confirmation test will be considered the accurate results.
- R. If the results are still greater than or equal to 0.02 on the confirmation test, the BAT will contact the employee's supervisor for further instructions before releasing the employee from the test site.
- S. Employees with a reading of 0.02 or more are not to drive or engage in any safety-sensitive operations until further notice from their supervisor and in accordance with this policy.
- T. All results will be transmitted in conformity to confidentiality procedures outlined above.

## APPENDIX B DRUG TESTING PROCEDURES

- A. The urine specimen will be split into two bottles labeled as “primary” and “split” specimen. Both bottles will be sent to the lab:
- B. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab;
- C. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;
- D. If the test is positive for one or more of the drugs, a confirmation test will performed using gas chromatography/mass spectrometry analysis;
- E. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the County; and
- F. With all positive drug tests, the physician (also known as. the medical review officer – MRO) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the County as “negative”.

APPENDIX C  
UAPD 2024-2027 MOA/WAGE GRID

EFFECTIVE October 13, 2024 (5.5% GSI)				
Primary Care Clinic Physician				
Years of Experience				
0-4.99	5-9.99	10-14.99	15-19.99	20+
\$ 235,110.63	\$ 246,866.16	\$ 259,209.47	\$ 265,689.71	\$ 272,331.95

EFFECTIVE October 12, 2025 (4% GSI)				
Primary Care Clinic Physician				
Years of Experience				
0-4.99	5-9.99	10-14.99	15-19.99	20+
\$ 244,515.06	\$ 256,740.81	\$ 269,577.85	\$ 276,317.30	\$ 283,225.23

EFFECTIVE October 11, 2026 (3.5% GSI)				
Primary Care Clinic Physician				
Years of Experience				
0-4.99	5-9.99	10-14.99	15-19.99	20+
\$ 253,073.08	\$ 265,726.73	\$ 279,013.07	\$ 285,988.41	\$ 293,138.11

## APPENDIX D

### Quality of Care Incentive Program & Metrics

#### **Incentive Program Structure**

The UAPD Quality of Care Incentive mirrors the State of California's Quality Incentive Pool (QIP) for the Medi-Cal program. To align with QIP, the incentive will operate as described below from January 1, 2024, through December 31, 2027. All metrics and targets will be drawn from the QIP program. Performance will be assessed from January 1 through December 31 of each year. Metric achievement for an individual physician will be assessed at the clinic level. Clinic assignment is determined by Gold Coast Health Plan. If an individual clinic site meets the quality benchmarks, all eligible employees of that site covered by this Agreement shall earn the Quality of Care Incentive.

The Quality of Care Incentive Payment shall be paid as a percentage of base pay earned during the measurement period and is payable within four (4) pay periods following the final day of the applicable annual measurement period.

#### **Included metrics**

The incentive program will consist of 10 metrics. 5 "core" metrics will be shared between the family medicine clinics and the pediatric clinics. 5 "focus" metrics will differ between the two pediatric clinics (Pediatric Diagnostic Center and Mandalay Bay Women and Children) as compared to the clinics that care for a family medicine population. For example, Mandalay Bay physicians will have included in their Quality of Care Incentive measure set all 5 Core metrics and all 5 pediatrics focus metrics. Magnolia physicians will be eligible to earn a bonus based on their performance on the 5 Core metrics and the 5 primary care focus metrics. All metrics are defined in accordance with the Department of Healthcare Services (DHCS) Quality Incentive Program. Full metric specifications can be found here:

<https://www.dhcs.ca.gov/services/Pages/DP-DPH-QIP.aspx>

The brief descriptions below are for reference only and do not comprehensively describe all metrics.

#### **Core metrics**

- QIP CIS: Childhood Immunization Status Combination 10
- QIP IMA: Immunizations for Adolescents Combination 2
- QIP W-15: Well-child visits in the first 15 months of life
- QIP QCMS-2/DSF: Depression screening and follow-up
- QIP WCV: Child and Adolescent Well Care Visits

### **Primary Care Focus Metrics**

- QIP BCS: Breast Cancer Screening
- QIP-CCS: Cervical Cancer Screening
- QIP-CMS130: Colorectal cancer screening
- QIP-CBP: Controlling High Blood Pressure
- QIP-CDC-H9: HbA1c Poor Control (>9.0%)

### **Pediatrics Focus Metrics**

- QIP Q-CHL: Chlamydia Screening in Women (age 16-24)
- QIP Q-DEV: Developmental Screening in the First Three years of life
- QIP Q-LSC: Lead Screening in Children
- QIP W30: Well-child 15 to 30 months of life
- QIP AMR: Asthma Medication Ratio

### **Assignment Criteria**

Metric achievement for each individual physician will be assessed at the clinic level. Clinic assignment is determined by Gold Coast Health Plan.

### **Documentation**

Metric achievement is dependent on proper documentation in the EHR. Providers are responsible for maintaining up-to-date problem lists for all assigned patients.

### **Metrics**

#### **Core Metrics**

##### *QIP CIS: Childhood Immunization Status Combination 10*

The percentage of children 2 years of age who had four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenzae type B (HiB); three hepatitis B (HepB); one chicken pox (VZ); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday.

- Denominator: Children who turn 2 years of age during the measurement year.

- Numerator: Individuals from the denominator who had four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenzae type B (HiB); three hepatitis B (HepB); one chicken pox (VZ); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday.
- Visit Required: No, all assigned lives are included.

#### *QIP IMA: Immunizations for Adolescents Combination 2*

The percentage of adolescents 13 years of age who had one dose of meningococcal vaccine, one tetanus, diphtheria toxoids and acellular pertussis (Tdap) vaccine, and have completed the human papillomavirus (HPV) vaccine series by their thirteenth birthday.

- Denominator: Adolescents who turn 13 years of age during the measurement year.
- Numerator: Individuals from the denominator who had one dose of meningococcal conjugate vaccine, one tetanus, diphtheria toxoids and acellular pertussis (Tdap) vaccine, and have completed the human papillomavirus (HPV) vaccine series by their 13th birthday
- Visit Required: No, all assigned lives are included.

#### *QIP W15: Well-Child Visits in the First 15 Months of Life*

The percentage of individuals who turned 15 months old during the measurement period and who had six or more well-child visits with a PCP during their first 15 months of life.

- Denominator: Children who turn 15 months old during the measurement period with continuous assignment from 31 days to 15 months of age with only 1 allowable gap of 45 days or less.
- Numerator: The number of individuals who received 6 or more well-child visits with a PCP, on different dates of service, on or before the child's 15-month birthday.
- Visit Required: No, all assigned lives included.

#### *QIP QCMS-2: Depression Screening and Follow-up - 2024 Only*

The percentage of patients 12 years and older who were screened for depression on the date of the visit or 14 days prior to the visit using an age-appropriate standardized tool and, if screening was positive, had a follow-up plan documented on the date of the visit or up to 2 days after the date of the visit.

- Denominator: All patients aged 12 years and older on the date of the visit.
- Numerator: Patients screened for depression on the date of the visit or up to 14 days prior



to the date of the visit using an age- appropriate standardized tool and, if screened positive for depression, had a follow-up plan documented on the date of the visit or up to 2 days after the date of the visit.

- Visit Required: Yes.

#### *QIP DSF: Depression Screening and Follow-up – 2025-2027*

- The percentage of patients 12 years and older who were screened for depression using an age-appropriate standardized tool. Denominator: All patients aged 12 years and older at the start of the measurement year (January 1).
- Numerator: Patients screened for depression using a standard screening tool between January 1 and December 1 of the measurement year.
- Visit Required: No, all assigned lives included.

#### *QIP WCV: Child and Adolescent Well Care Visits*

The percentage of patients 3–21 years of age who had at least one comprehensive well-care visit with a PCP or an OB/GYN during the measurement year.

- Denominator: Patients ages 3-21 by the end of the measurement year.
- Numerator: Patients with 1 or more well care visits with a PCP or OB/GYN during the measurement year.
- Visit Required: No, all assigned lives included.

### **Primary Care Metrics**

#### *QIP BCS: Breast Cancer Screening*

The percentage of women 50–74 years of age who had a mammogram to screen for breast cancer.

- Denominator: Women 52–74 years as of December 31 of the measurement year with continuous assignment from October 1 two years prior to the measurement year through December 31 of the measurement year with no more than one 45-day gap in enrollment during each calendar year.
- Numerator: One or more mammograms any time on or between October 1 two years prior to the measurement year and December 31 of the measurement year.
- Visit Required: No, all assigned lives included.

### *QIP CCS: Cervical Cancer Screening*

The percentage of women 21–64 years of age who were screened for cervical cancer.

- Denominator: Women 24–64 years of age as of the end of the measurement year.
- Numerator: Women 21–64 years of age who were screened for cervical cancer using any of the following criteria: women 21–64 years of age who had cervical cytology performed within the measurement year or the two years prior, women 30–64 years of age who had cervical high-risk human papillomavirus (hrHPV) testing performed within the measurement year or the 4 years prior and who were 30 years or older on the date of the testing, or women 30–64 years of age who had cervical cytology/high-risk human papillomavirus (hrHPV) cotesting testing performed within the measurement year or the 4 years prior and who were 30 years or older on the date of the testing.
- Visit Required: No, all assigned lives are included.

### *QIP CMS130: Colorectal Cancer Screening*

Percentage of adults 45–75 years of age who had appropriate screening for colorectal cancer.

- Denominator: Patients 45–75 years of age with a visit during the measurement period
- Numerator: Patients with one or more screenings for colorectal cancer. Appropriate screenings are defined by any one of the following criteria:
  - FIT during the measurement period
  - Flexible sigmoidoscopy during the measurement period or the four years prior to the measurement period
  - Colonoscopy during the measurement period or the nine years prior to the measurement period
  - FIT-DNA during the measurement period or the two years prior to the measurement period
  - CT Colonography during the measurement period or the four years prior to the measurement period
- Visit Required: Yes.

### *QIP CBP: Controlling High Blood Pressure*

The percentage of patients 18–85 years of age who had a diagnosis of hypertension (HTN) and whose blood pressure was adequately controlled (<140/90 mm Hg) during the measurement year (MY).

- Denominator: Patients 18 to 85 years of age by the end of the MY with at least two visits on different dates of service with a diagnosis of hypertension during the first 6 months of the MY or the year prior (count services that occur over both years). Visit types need not be the same for the two visits. Any of the following code combinations meet criteria: outpatient visit with any diagnosis of hypertension, a telephone visit with any diagnosis of hypertension, or an online assessment with any diagnosis of hypertension. Either or both of the two visits may be an outpatient telehealth visit, telephone visit, e-visit or virtual check-in.
- Numerator: The number of individuals in the denominator whose blood pressure was adequately controlled (<140/90 mm Hg) on the most recent reading during the measurement period. Note, the blood pressure reading must occur on or after the date of the second HTN diagnosis.
- Visit Required: Yes, two visits required. Visits may occur in the first six months of the performance year or the year prior.

#### *QIP GSD: Glycemic Status Assessment for Patients with Diabetes*

The percentage of patients 18–75 years of age with diabetes (type 1 and type 2) who had a poorly controlled glycemic status (HbA1c or Glucose management indicator >9.0%) during the measurement year.

- Denominator: Individuals 18–75 years old by the end of the measurement year who meet one of the following criteria in the measurement year or year prior: at least two encounters on different dates of service with a diagnosis of diabetes, or 1 diagnosis of diabetes and at least 1 dispensed medication for diabetes.
- Numerator: Patients whose most recent glycemic status assessment (HbA1c or GMI) is greater than 9.0%, is missing a result, or for whom glycemic status was not done during the measurement period.
- Visit Required: No, visits in the performance year or year prior with a diagnosis of diabetes will put the patient in the population.

### **Pediatric Metrics**

#### *QIP CHL: Chlamydia Screening*

The percentage of women 16–24 years of age who were identified as sexually active and who had at least one test for chlamydia during the measurement year.

- Denominator: Women 16-24 years who had a claim or encounter indicating sexual activity during the measurement year.
- Numerator: Denominator women who were tested for chlamydia during the measurement year.

- Visit Required: No, either a visit including a diagnosis of pregnancy or sexual activity, a pregnancy test, or a prescription for contraceptives will put the patient in the population.

#### *QIP DEV: Developmental Screening in the First Three Years of Life*

Percentage of children screened for risk of developmental, behavioral, and social delays, using a standardized screening tool on or in the 12 months preceding their first, second, or third birthday.

- Denominator: Children who turned 1, 2, or 3 years old during the measurement year.
- Numerator: Children who were screened for risk of developmental, behavioral, and social delays using a standardized tool.
- Visit Required: No, all assigned lives included.

#### *QIP LSC: Lead Screening in Children*

The percentage of children 2 years of age who had one or more capillary or venous lead blood test for lead poisoning by their second birthday.

- Denominator: Children who turn 2 years old during the measurement year.
- Numerator: At least one lead capillary or venous blood test on or before the child's second birthday.
- Visit Required: No, all assigned lives included.

#### *QIP W30: Well-Child Visits 15-30 Months of Life*

The percentage of individuals who turned 30 months old during the measurement period and who had two or more well-child visits with a PCP between 15 and 30 months of age.

- Denominator: Children who turn 30 months old during the measurement period with continuous assignment from 15 months to 30 months of age with only 1 allowable gap of 45 days or less.
- Numerator: The number of individuals who received 2 or more well-child visits with a PCP, on different dates of service, after the child's 15-month birthday and on or before the child's 30-month birthday.
- Visit Required: No, all assigned lives included

#### *QIP AMR: Asthma Medication Ratio*

The percentage of individuals 5-64 years of age who were identified as having persistent asthma and had a ratio of controller medications to total asthma medications of 0.50 or greater during the measurement year.

- Denominator: Individuals age 5-64 as of December 31 of the measurement year who have one of the following:
  - One ED or acute inpatient encounter with a principal diagnosis of asthma
  - 4 outpatient visits for asthma in the past year AND 2 asthma medication dispensing events
  - 4 asthma medication dispensing events two years in a row
  - COPD and cystic fibrosis are excluded
- Numerator: The number of individuals whose ratio of asthma controller medications/total asthma medications is  $\geq 0.50$ .
- Visit required: No. All assigned individuals are included.

### **Performance Targets**

2024 Targets:

Metrics	Family Medicine	Pediatrics	Target
Childhood Immunization Status Combination 10	X	X	36.24%
Immunizations for Adolescents Combination 2	X	X	41.72%
Well-Child Visits in the First 15 Months of Life	X	X	68.09%
Depression Screening and Follow-up	X	X	74.60%
Child and Adolescent Well Care Visits	X	X	49.21%
Breast Cancer Screening	X		60.23%
Cervical Cancer Screening	X		59.63%
Colorectal Cancer Screening	X		51.11%
Controlling High Blood Pressure	X		63.90%
Glycemic Status Assessment for Patients with Diabetes (HbA1c)	X		31.00%
Chlamydia Screening in Women		X	64.48%
Developmental Screening in the First 3 Years of Life		X	47.13%
Lead Screening in Children		X	70.77%
Well-Child Visits 15-30 Months of Life		X	77.78%
Asthma Medication Ratio		X	60.54%

New targets will be set in January of 2025 and each subsequent year based on performance on each metric in the prior calendar year. They will be set using the QIP target setting methodology which is described in more detail below.

## **Target Setting Methodology**

Performance targets were calculated according to the Quality Incentive Pool (QIP) program 10% gap closure methodology. The ambulatory quality team will set annual performance targets in January of each measurement year following the guidelines set forth by the State of California. Below is an overview of how this methodology works.

The gap is defined as the difference between the baseline performance and the 90th percentile benchmark. In the event that the baseline performance is less than the 25th percentile or minimum benchmark, then the target will be the 25th percentile. In the event that the baseline performance is at or above the 90th percentile benchmark, then the target will be to maintain at or above the 90th percentile.

Calculation Example:

- Baseline performance: 55.00%
- 90th percentile benchmark: 70.00%
  - Gap:  $70\% - 55\% = 15\%$
  - 10% of 15% = 1.5%
  - $55\% + 1.5\% = 56.5\%$
- Target: 56.5%

## **Reports**

Providers and clinic staff have the ability to monitor performance on demand via reports and dashboards in the Data Warehouse. Please refer to the Quality Measures Dashboard and Reports Release Notes for the specific details. Final performance reports will be generated by Ambulatory Care Quality at least 15 days after the close of the performance period. Starting August of 2022, physicians may also review their individual performance using the Cerner HealtheRegistries tool. This is available in Cerner Millennium for all VCHCA primary care providers.

## **Program Adjustments**

Rarely, the Department of Healthcare Services, which administers the QIP program, has made unexpected programmatic changes such as removing metrics, changing targets, or altering payment structure. Ambulatory Care administration reserves the right to revise the Quality of Care Incentive to align with any changes to QIP.

For example, to reduce the impact of COVID-19, in 2020 DHCS adjusted the targets for QIP to the minimum benchmark. Ambulatory Care Administration subsequently adjusted the Quality of Care Incentive targets in each clinic contract to match the mitigation received as a system.

## Midyear Program Enhancements

At the discretion of the Ambulatory CEO or Chief Medical Officer, and in accordance with the needs of external quality incentive programs, metrics may be added to the Quality of Care Incentive program mid-year. These additions will increase the total available bonus amount. Up to 2 metrics may be added per calendar year for an additional 2% increase in the quality bonus amount. Program enhancement metrics follow the same eligibility criteria in terms of attendance, productivity, and achievement as all other measures. Program enhancement metrics must be announced by September 30 of a given measurement year through formal notification from Ambulatory Care Administration to the union.

Any metric in the QIP program or in the DHCS Managed Care Accountability Set (MCAS) is eligible to be selected as a program enhancement metric. If a program enhancement metric is identified in primary care, a commensurate one must be identified for pediatrics. Program enhancement metrics may include metrics that are not included in the Quality of Care Incentive, such as Follow up After Emergency Department visit for Substance Use (FUA) or could add additional compensation for meeting higher targets on an existing metric, such as a higher target for Well Child Visits.

### Existing Metric Example – Well-Child Visits:

- Original Target of 49.21% is counted as one metric
- High Performance Target of 55% is counted as a second metric
- If a clinic's Well-Child visit performance is 56%, they would get credit for meeting 2 metrics

If one metric is added as a program enhancement metric, the total number of metrics available for a quality incentive in that given year will be 11 total. The incentive grid will change as follows:

# of Measures Passed	Bonus Earned (per year)
10 or more	7% of base salary
9	6% of Base Salary
8	5% of Base Salary
7	4% of Base Salary
6	3% of Base Salary
5	2% of Base Salary
4 or fewer	Not eligible for payment

If two metrics are added as a program enhancement metrics, the total number of metrics available for a quality incentive in that given year will be 12 total. The incentive grid will change as follows:

# of Measures Passed	Bonus Earned (per year)
11 or more	8% of base salary.
10	7% of base salary
9	6% of Base Salary
8	5% of Base Salary

# of Measures Passed	Bonus Earned (per year)
7	4% of Base Salary
6	3% of Base Salary
5	2% of Base Salary
4 or fewer	Not eligible for payment



## **APPENDIX E**

### **Scheduling Guidelines for Primary Care MD/APP**

- ❖ If a patient is requesting a confidential visit, a confidential appointment type must be used. Clinic staff is responsible for confirming this type of appointment.
- ❖ Avoid scheduling more than two New Patients per half-day, unless additional new patient(s) added by Care Team (provider's discretion).
- ❖ A "New Patient" is defined as any patient new to a primary care provider or a patient who has not been seen by the provider within 3 years.
- ❖ Avoid scheduling back-to-back well exams. Exceptions can be made for siblings of the same family, or per provider's discretion. No more than 4 Well Child visits per day: 2 in the morning and 2 in the afternoon. Additional Well Child visits may be scheduled per provider's discretion.
- ❖ No double booking will be done at the Call Center.
- ❖ Limit complex slots to no more than 6 pre-templated slots. For 15/30 templates, 30-minute slots will release at 48 hours. This means that the call center or the site can fill a 30-minute slot with two 15-minute appointments to a max of 11 appointments. If a second 30-min complex is released, and if adding two 15-min slots results in 12 slots, adding the 12th patient will require provider approval.
- ❖ Care Team Slots - Slots to be reserved for care team (provider's discretion), including hospital discharges, urgent follow ups, etc. In general, these slots should not be booked more than two weeks ahead. Care Team slots to be released at 48 hours prior to appointment time. The Call Center and clinic staff can only fill with a routine-type visit.
- ❖ Same-Day Slots – Each provider may have one morning and one afternoon same day slot. When appropriate (seasonally, high volume, operational need), each clinic may rotate providers to work same-day schedules.
- ❖ OB Routine Slot - Can only be filled by an established OB patient.
- ❖ Procedure Slot - Can only be filled with a procedure. This slot will be released to the Call Center or clinic staff at 72 hours if slot goes unfilled. It can be filled with 1 complex for 15/30 providers.
- ❖ Care Team - New OB- Can only be filled with a new OB patient and can be filled by the Call Center. Care Team New OB 30-minute is allowed for those providers with 11 appointment slots. For those with 10 appointment slots, Care Team New OB is a 15-minute slot.
- ❖ Care Team - Newborn Check- Can only be filled with a Newborn check and can be filled by the Call Center. Release at 12:00 p.m. the prior business day and can be filled with a routine-type visit.

# Primary Care Appointment Guide

## **Routine Visits 15-Minute Appts**

Routine Visits/Follow-Up  
Sick Visits  
New Symptom  
Pap/Pelvic Exam  
OB Follow-up  
Rash  
Results  
STI check  
Birth Control Consultation or IUD Removal  
Newborn Check  
Medication Management  
Well Child Visit 12 and under  
Telehealth  
Midwife referral

## **Per Provider- Care team Slot Released to Call Center at 24 Hours Prior to Date**

Urgent Pre-Op  
Hospital Follow Up  
Reserved to include variation-OB  
Procedure Follow-Up

## **Complex Visits 30-Minute Appointments – Released to Call Center or Clinic 48 Hours Prior to Date**

New Patient  
Establish Care with new provider  
Well Women with Pap  
Well Child Visit 13 and up  
Sports Physical  
New First Part OB  
New or Unstable Chronic Condition  
New or Unstable Mental Health Condition  
Complex or serious dx  
Pre-Op  
Hospital Follow-Up  
Pride  
65+ with multiple complaints  
Annual wellness visit  
Addiction medicine new patient  
ADHD/Behavioral Evaluation  
NICU Follow Up  
Anxiety/Depression, new or unstable

### **Same Day**

Only to be booked on the same day with a routine-type visit.

### **Procedure- Release to Call Center or Clinic at 72 hours Prior to Date.**

Vasectomy  
Circumcision  
Insertion or Removal of IUD  
Nexplanon  
Toenail removal  
Skin Biopsy  
Colposcopy  
EMB/ECC  
Joint Injections

### **OB Routine**

Established OB

### **Per MD- Care team- New OB -Ok for Call Center to schedule**

New OB Only

### **Per MD- Care team- Newborn Check -Ok for Call Center to schedule**

Newborn Check Only

## **Scheduling Guidelines for Internal Medicine**

- ❖ Can see 12-18 years of age only if they are assigned to that person for primary care in the Cerner banner bar.

# Internal Medicine Appointment Guide

## IM Routine

- Chronic disease management
- Medication refill
- Lab follow-up
- Contraceptive management
- Addiction medicine follow-up
- Routine Visits/Follow-Up
- Sick Visits
- New Symptom
- Pap/Pelvic Exam
- Rash
- Results
- STI check
- Birth Control Consultation or IUD Removal

## IM Complex

- Annual wellness visit
- Advanced care planning discussion
- Procedures
- Controlled substance agreement
- Addiction medicine new patient
- New Patient
- Well Women with Pap
- New or Unstable Chronic Condition
- New or Unstable Mental Health Condition
- Complex or serious dx
- Procedures (Removal or insertion of IUD or Nexplanon, toenail removal, colonoscopy, etc)
- Pre-Op
- Hospital Follow-Up

## Same Day

- Same Day only

## Per MD- Care Team Slot Released at 24 Hours

Per provider discretion. Call Center staff can fill with a routine-type visit

## **Scheduling Guidelines for Pediatrics**

- ❖ No back-to-back physicals unless they are siblings. Up to 2 siblings back-to-back is acceptable.
- ❖ No back-to-back new patients.
- ❖ No more than 2 physicals over the age of 13 per half day. Max 6 total physicals to be scheduled per half day.
- ❖ Newborn Checks can be scheduled by Call Center staff under Care Team-Newborn slot.
- ❖ A “New Patient” is defined by any patient new to a primary care provider, or a patient who has not been seen by the provider within 3 years.

# Pediatrics Appointment Guide

## **Peds Routine**

- Office Visit
- Follow up
- Telehealth
- Rash
- Results
- Color Check
- Well Child Visit 12 and under

## **Peds Complex Released at 48 hours**

- New Patient/ Establish Care
- Well Child Visit 13 and Up
- Sports Physical
- Pre-op
- Circumcision
- Ingrown Toenail Removal
- ER Follow Up
- ADHD Evaluation
- Hospital Follow up/NICU
- Anxiety
- Depression
- Behavioral Concern
- Procedures
- NB Checks

## **Same Day**

- Same Day only

## **Per MD- Care team -Newborn released at 24 hours**

- Can be filled with a routine-type visit if unfilled within 24 hours

## **Per MD- Care team- slot released to Call Center at 24 Hours**

- Per provider discretion. Call Center can fill with routine-type visit