

HUMAN RESOURCES DEPARTMENT

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Date: May 15, 2009
To: Dee F. Bruemmer, County Administrator
From: Mary J. Thee, Human Resources Director/Asst. County Administrator
Subject: Human Resources Policy Updates

As you know one of the Board's goals is to update our Human Resources and General policies. This is the first set of policy changes. The following are summaries of the recommended changes to the Human Resources and General policies for consideration by the Board of Supervisors:

The suggested modifications to Human Resources **Policy D. "Classification & Compensation"** are to address salary adjustments that occur when promotions, demotions, transfers or job reclassifications occur.

The suggested modifications to Human Resources **Policy J. "Overtime Compensation"** are to address compliance with the Fair Labor Standards Act, which will provide more flexibility in scheduling non-represented employees without incurring increased overtime costs. Additionally we added language regarding buying out compensatory time banks to achieve consistency with union contracts.

The suggested modifications to Human Resources **Policy M. "Paid Leaves of Absence"** are to address consistency with union contracts so all County employee have the same bereavement list. We updated the Military Leave language to comply with federal and state law. Additionally we clarified reporting to work requirements for second or third shift employees

The suggested modifications to Human Resources **Policy X " Substance Abuse/Drug Free Workplace"** are updates to comply with federal law. Other changes include modifications to the rehabilitation program and emphasis on the identification role of supervisors.

The suggested modifications to Human Resources **Policy Y "Family Medical Leave"** are updates to reflect changes in the federal law including extend leave for military family members.

The suggested modification to Human Resources **Policy EE "Workplace Harassment"** is the inclusion of other discriminatory actions other than sexual harassment. The policy has been expanded to include other protected classes found in federal, state, and local laws. Additionally this change is necessary to comply with federal grants.

The suggested modifications to General Policy 31 "Public Records & Information" are updates to clarify procedures in order to comply with state law. Other procedure sets costs associated with copying costs and staff time related to retrieval or supervision.

The changes to General Policy 38 "Privacy Notice" and Policy 39 "Protected Health Information" are not substantive. They have been reviewed by the Risk Manager and are merely being put into the correct numbering system and format.

D. CLASSIFICATION AND COMPENSATION

GENERAL POLICY

It is the policy of Scott County to maintain a system for classifying and compensating its employees which is based on the principles of fairness and equity, and allows the County to recruit and retain qualified employees necessary for the fulfillment of its mission.

SCOPE

This policy is applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a county elected office holder with the exception of the elected office holder themselves and deputies;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

JOB CLASSIFICATION PLAN

The County utilizes the Hay Guide Chart-Profile Method of Job Evaluation for evaluating and classifying positions, based on the position's job description. Under the Hay system, each position is evaluated and assigned a point total based on the "know-how" required for the job, and the degree of "problem solving" and "accountability" present in the job. The resulting Hay point value assigned to the position is the basis for determining an appropriate pay range (see section below entitled "Pay Plan").

The Human Resources Director is responsible for maintaining the job classification plan, including an analysis of the duties and responsibilities assigned to and the qualifications required of each position. Department heads shall cooperate with the Human Resources Department in maintaining an accurate and up-to-date job description for each regular position in the County table of organization.

As may be required in establishing new positions or reclassifying existing positions,

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the Human Resources Director shall provide recommendations to the County Administrator as to appropriate Hay point values for all regular positions in the County service. All Hay point values (and resulting pay ranges) require approval by the Board of Supervisors upon the recommendation of the County Administrator.

ADJUSTMENTS TO A DEPARTMENT'S TABLE OF ORGANIZATION DURING THE BUDGET REVIEW PROCESS

Proposed changes to a department's table of organization, including the addition or elimination of positions as well as the upgrading or downgrading of existing positions, will normally be accomplished during the County's annual budget review process prior to the start of each fiscal year.

Departmental requests for changes to its table of organization shall be included with its annual budget request utilizing the "organizational change request" form provided. Requests must be submitted in accordance with established time frames and should include detailed justification for the proposed changes. The Human Resources Director will study all proposed changes and provide a recommendation to the County Administrator. Changes of this nature require approval by the Board of Supervisors upon the recommendation of the County Administrator.

ADJUSTMENTS TO A DEPARTMENT'S TABLE OF ORGANIZATION OUTSIDE OF THE BUDGET REVIEW PROCESS

Proposed changes to a department's table of organization are normally accomplished during the annual budget review process, exceptions to this rule will generally be limited to one of the following:

1. Situations in which there is an increase in the documented volume of work which could not have been forecast during the most recent budget review process. Requests of this nature should be supported by in-depth documentation of the increased workload, the formula or method used to determine the number of additional staff needed, and an explanation as to why the situation could not have been anticipated during the previous budget cycle.
2. Situations in which the requested change provides greater efficiency of operation and results in a net reduction in the number of FTE's in the department and/or a reduction in overall salary/benefit expenditures. Requests of this nature should include a specific description of the increased efficiency and how it will be accomplished.
3. Situations in which there is a change in key personnel and a reorganization of the function is desired. Requests of this nature should

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include a detailed rationale as to the benefits of reorganization.

4. Situations resulting from a change in external funding. Requests of this nature should identify the reason(s) for the change in funding and should set forth staffing alternatives to deal with such change.
5. Situations in which there has been a significant and unanticipated increase in the duties and responsibilities assigned to a given position, as verified by a job audit conducted by the Human Resources Department. Requests of this nature should include specific justification for the necessity of increasing the duties and responsibilities of the position rather than assignment to a higher level position and should address why such changes were not anticipated during the previous budget cycle.

The Human Resources Director will study all proposed changes under this section and provide a recommendation to the County Administrator. Changes of this nature require approval by the Board of Supervisors upon the recommendation of the County Administrator.

PAY PLAN

As noted earlier in this policy, Scott County utilizes the Hay system for evaluating and classifying positions, the Hay point value assigned to a position determines the midpoint of the pay range for that position. In addition, as may be necessary to recruit and retain qualified staff in a given occupational area, the County also may take into consideration the market value of a job in the relevant labor market are in establishing an appropriate pay range.

Once the midpoint in the pay range has been established, the minimum in the pay range is calculated at 85% of midpoint. For non-union employees the maximum in the pay range is calculated at 115% of midpoint.

The Human Resources Director is responsible for maintaining the County pay plan and administering the pay practices and procedures established in this policy. This shall include advising departments on pay administration matters and conducting periodic salary surveys of comparable positions in other organizations. The County pay plan will be updated annually and included in the official budget plan document.

Hourly pay rates for temporary, part-time and/or seasonal staff shall be established on an as-needed basis. The Human Resources Director shall recommend appropriate pay rates for such positions in consultation with the hiring department. Final approval shall be by the Board of Supervisors.

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ENTRY-LEVEL PAY RATES

The entry-level pay rate for a new employee shall normally be the minimum in the pay range established for the position being filled.

A department head, subject to a recommendation by the County Administrator and approval by the Board of Supervisors, may make an appointment above the entry-level pay rate. Appointments above the entry-level pay rate will be considered when there are special labor market considerations, or in recognition of a candidate's exceptional qualifications.

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Conversely, a department head may make an appointment below the minimum in the established pay range, subject to a recommendation by the County Administrator and approval by the Board of Supervisors. Appointments below the entry-level pay rate will be considered when none of the applicants possess the minimum qualifications established for the position, or for the purpose of developing a current regular employee who does not possess the minimum qualifications but who has demonstrated an aptitude and ability to successfully perform the work.

TRANSFERS

When an employee is transferred from one class to another within a Hay point pay range within ten points, he/she shall continue to receive the same pay rate. If the transfer is to a position with a Hay point differential of more than ten points the employee's pay rate shall be modified as a "promotion" or "demotion". The employee's anniversary date in the position will not change.

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Inter-departmental transfers require a minimum of two (2) week notice prior to the official transfer of an employee. However this time frame may be shortened or extended based on the staffing needs of the affected departments, after consultation with the Human Resources Director.

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PROMOTIONS

When a fully-qualified employee is promoted from one class to another having a higher pay range, the incumbent's salary rate will be set at the minimum of the new pay range, or at a rate of five (5) percent above the incumbent's current rate, whichever is greater providing it does not exceed the maximum in the new pay range. The employee will be given a new position anniversary date.

Inter-departmental promotions will require a minimum of two (2) week notice prior to transfer of an employee. However this time frame may be shortened or extended based on the staffing needs of the affected departments, after consultation with the Human Resources Director.

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DEMOTIONS

When an employee is demoted for reasons other than cause to an existing job classification with a lower Hay point value their salary rate shall be established at the same percentage of midpoint in the new pay range or the equivalent of the years of service. The employee's anniversary date in the position may or may not change depending on the circumstances involved.

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JOB RECLASSIFICATIONS

In the event of an upgrade resulting in an increase in Hay point value, the incumbent's pay rate will be set at the minimum of the new pay range, or at a rate of five (5) percent above the incumbent's current rate, whichever is greater providing it does not exceed the maximum in the new pay range. The incumbent's anniversary date in the position will not change.

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In the event of a downgrade resulting in a decrease in Hay point value, the incumbent's pay rate will be reduced to the same percentage of midpoint in the new pay range as the employee occupied in the old pay range prior to the downgrade. The incumbent's anniversary date in the position will not change.

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In the event a position is officially removed from a certified bargaining unit, the incumbent's pay rate will not change, but will establish their percentage of midpoint in the new range. If the incumbent's pay rate is below the minimum pay rate in the new range, the incumbent's pay shall be set at the minimum.

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TEMPORARY ASSIGNMENTS

Department heads may assign employees from one job to another for the following reasons:

1. To temporarily fill a vacancy or replace an employee who is absent due to illness, training or leave of absence.
2. To observe the performance of an individual for the purpose of determining employee potential and ability to assume the duties and responsibilities of a vacant position on a full-time basis.
3. To complete short-term assignments such as special projects, or to assist in relieving a back-log of work over a short period of time.

Deleted: The date of removal from the bargaining unit shall become the employee's anniversary date in the position and they shall be eligible for performance based salary adjustments after six (6) months, one (1) year and annually thereafter.

In the event an employee is temporarily assigned to a position with a higher pay range for more than ten working days, and the employee is fully performing the duties of such position, the employee shall be paid at the same rate of pay,

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starting with the eleventh working day, that he/she would have been paid if promoted to that position.

Upon conclusion of the temporary assignment, if the employee is returned to his/her previous position, the employee will receive his/her former rate of pay plus any earned increments that might have accrued.

Employees temporarily assigned to a position of the same or lower Hay points than their present position will maintain their current salary.

ADMINISTRATIVE PROCEDURES

1. Processing bargaining unit step increases. The Human Resources Department shall notify County departments one (1) month in advance of those employees scheduled to receive a pay step increase pursuant to relevant pay schedules in collective bargaining agreements between the County and its certified bargaining units. Advancement to the succeeding pay step will be processed on schedule by the Human Resources Department unless the appropriate department head advises otherwise.

2. Processing performance-based pay adjustments. The Human Resources Department shall notify County departments one (1) month in advance of those employees scheduled for a performance evaluation pursuant to the County's performance appraisal policy. The department also will be furnished with the appropriate appraisal forms. Departments are responsible for returning the completed appraisal forms and recommended salary adjustment to the Human Resources Department by the date indicated on the forms. All recommendations for performance-based pay adjustments must be adequately documented prior to being processed by the Human Resources Department.

3. Processing upgrades at the beginning of the fiscal year. The Human Resources Department shall notify County departments in advance of upgrades, including those implemented at the beginning of the County's fiscal year. For salary administration purposes, it is important to note that the County's July 1, Cost of Living Allowance must be applied prior to the calculation of the position upgrade. The upgrade shall then be calculated as addressed in the previous Job Reclassifications section.

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J. OVERTIME COMPENSATION

GENERAL POLICY

It is the general policy of Scott County to provide overtime compensation to eligible employees for approved overtime hours worked in excess of forty hours per week. It is the intent of this policy to comply with the Fair Labor Standards Act (FLSA) to the extent such act is applicable to Scott County.

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SCOPE

Except as limited by the "Exclusions" section that follows, this policy is applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a county elected office holder with the exception of the elected office holder themselves and Deputies;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

EXCLUSIONS

The Human Resources Department in consultation with the department shall review all County job descriptions in conjunction with the Fair Labor Standards Act (FLSA) for determination of the positions that should be excluded from the overtime provisions of this policy. Generally speaking those positions that meet the federal salary test, supervisory requirements and are considered to be executive, administrative, professional and computer programmer or analysts would typically be exempt.

Deleted: Employees in the following job categories are not eligible for overtime compensation and are excluded from the overtime pay provisions of this policy: Elected office holders and deputy elected office holders; Assistant County Attorneys; Sheriff Captains and Lieutenants; any position classified at 350 Hay points or above, provided it qualifies as an exempt position under FLSA; any other job category mutually agreed upon by the Board of Supervisors and the appropriate office holder, department head or governing body, provided it qualifies as an exempt position under FLSA.

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These exclusions are consistent with the established principle that management officials and supervisory personnel are compensated on a salaried basis and are expected to work whatever number of hours required to accomplish their assigned

workload during any given period. Conversely, during periods of reduced workload, departmental discretion may allow some flexibility to these employees in adhering to a formal schedule of hours. In addition, employees classified as exempt under FLSA shall not have their pay reduced for absences from work of less than one day if the absence cannot be covered by accrued leave.

Notwithstanding the exclusions specified above, the Board of Supervisors, upon written request from the department head and concurrence by the County Administrator, may grant overtime compensation to an employee whose position could be considered exempt under FLSA, if the job consistently requires overtime work resulting in an unfair demand on the services of the individual filling the position or a salary compression issue with those individuals supervised by the employee.

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Also, the County Administrator may grant payment of overtime in cases of emergency.

DEFINITION AND PAYMENT OF OVERTIME

Except as otherwise allowed by FLSA, overtime is defined as time worked in excess of forty hours, in any workweek (seven consecutive calendar days). Vacation, sick leave and other paid leaves of absence shall not count as time worked in determining when an employee is eligible for overtime pay. Holidays shall count as time worked in determining when an employee is eligible for overtime pay. An employee must receive approval from the appropriate supervisor prior to working overtime hours.

An employee shall be paid for overtime hours worked at the rate of one and one-half times his/her regular rate of pay. Overtime shall not be paid more than once for the same hours worked.

Nothing in this policy is intended to limit work period scheduling to seven consecutive calendar days, and departments may establish alternate work schedules with overtime thresholds to be determined in accordance with FLSA regulations.

Deleted: CONTINUOUS OPERATIONS¶
¶ Employees engaged in continuous operations are defined as those employees working in an activity for which there is regularly scheduled work seven days per week, twenty-four hours per day. Non-represented, non-exempt employees engaged in continuous operations will be eligible to receive overtime for all hours worked over eight in one day, at the rate of one and one-half times his/her regular rate of pay. Overtime shall not be paid more than once for the same hours worked.¶

12 - HOUR SHIFT ASSIGNMENTS

Employees who are regularly scheduled to work seven-12 hour shifts in a two-week pay period will accrue overtime compensation for approved overtime hours worked in excess of eighty-four hours per two-weeks.

Deleted: Employees eligible under this subsection may request compensatory time off from work in lieu of overtime pay as stated in this policy.¶

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COMPENSATORY TIME

Employees who are eligible under this policy for overtime compensation may request compensatory time off from work in lieu of overtime pay. Final approval of such requests shall be at the discretion of the appropriate department head or elected office holder.

Approved compensatory time shall be accrued at the rate of one and one-half hours for every overtime hour worked. Insofar as practical, compensatory time off shall be used as soon as possible after it is accrued. An employee's unused accruals shall not exceed sixty hours and shall be reported through the County's central payroll system. All compensatory time accruals as of June 30th each year will be paid on the first paycheck in July at the June 30th hourly rate.

Employees not covered by a collective bargaining agreement may notify the payroll clerk in writing two weeks in advance of the desire to have twenty or more hours of compensatory hours paid out in the following payroll cycle.

CALL-BACK PAY

In the event an employee eligible for overtime under this policy is called back to work outside his/her normal work shift, he/she shall be paid a minimum of two hours at his/her regular rate of pay, or at the rate of one and one-half times his/her regular rate of pay for all time actually worked, whichever is greater.

ADMINISTRATIVE PROCEDURES

1. Compliance with FLSA

The Human Resources Department shall be responsible for administering the County's overtime pay policies and monitoring its compliance with the Fair Labor Standards Act. In this regard, the Human Resources department shall maintain an up-to-date listing by department of those positions which are determined to be exempt from the overtime pay provisions of FLSA.

2. Record-Keeping

The Auditor's Office, as part of its centralized payroll function for the County, shall be responsible for the maintenance and storage of all official payroll and employee time records in accordance with FLSA record-keeping requirements. All County departments will cooperate with the Auditor's Office in forwarding time cards, time sheets and

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related payroll documentation to the Auditor's Office for all employees eligible to receive overtime compensation.

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M. PAID LEAVES OF ABSENCE

GENERAL POLICY

It is the policy of Scott County to grant its employee paid leaves of absence in accordance with the specific and limited provisions of this policy. Included under this policy are bereavement leave, military leave, jury duty, and investigative leave.

SCOPE

This policy is applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a county elected office holder and the Board of Supervisors have certified its applicability;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

BEREAVEMENT LEAVE

Regular County employees are eligible for a paid leave of absence of up to three days for a death in the immediate family for purposes of attending the funeral or attending to funeral related matters in the same week. Payment will be made on the basis of the employee's straight time hourly rate of pay in effect at the time the leave is taken. Only days absent which would have been compensable work days will be paid, and no payment will be made while an employee is on leave of absence without pay.

For the purpose of determining eligibility for bereavement leave, immediate family shall be defined as including spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, grandparent, spouse's grandparent, grandchild, step-grandchild, legal ward, or other resident in the employee's household.

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Extensions of the three day bereavement period may be granted by the department head in the event long distance travel is involved. However, in no event shall bereavement leave exceed five working days.

In the event of the death of a Scott County Employee, the Elected Official / Department Head shall have the discretion to grant bereavement leave to their departmental employees to attend funeral and visitation services. Every attempt shall be made to ensure the daily activities of the department are not reduced and that the service to the public is maintained.

MILITARY LEAVE

Military leave shall be granted in compliance with state and federal law. Employees, other than employees employed temporarily for six months or less, ordered by proper authority to active state or federal service, or to fulfill annual military training obligations, shall be entitled to a leave of absence for the duration of said military assignment and in addition, the first thirty calendar days of such leave shall be with full pay and benefits for those days that the employee would normally perform services. The remainder of such leave shall be without pay or benefit accrual. If the workday for an employee encompasses more than one calendar day, the employee shall only be required to take a leave of absence for one day for that workday.

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Deleted: This policy applies to all County employees, except for those employed temporarily for six months or less, who are members of the national guard, organized reserves or any component part of the military, naval, air force or nurses corps of this state or of the United States. It shall apply also to regular employees who may be inducted into the military service of this state or of the United States.¶

Employees returning to work from military leave of 1-30 calendar days must report back to work on the first regularly scheduled work day following completion of service, after allowance for safe travel and an 8 hour rest period. Employees returning from military service of less than 30 days shall be returned to the position held prior to the military leave of absence, or to a similar position, provided that such person is still qualified to perform the duties of such position. Employees returning to work from absences greater than 30 days shall comply with federal law.

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Deleted: Failure to return to work within thirty calendar days following release from military service shall be regarded as a resignation from employment.¶

Employees seeking a military leave of absence shall provide as much advance notice as known of his/her official military orders to the appropriate Department Head/Elected Official. Requests for thirty calendar days or less may be approved by the Department Head/Elected Official. The Department Head/Elected Official should report requests of more than thirty calendar days in any one calendar year to the Human Resources Director. Any potential abuses of military leave should be reported to the Human Resources Director.

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JURY DUTY

Regular County employees are eligible for a paid leave of absence while serving on jury duty or testifying in court as the result of a subpoena. Employees shall be paid their straight time hourly rate for all regularly-scheduled work time lost up to

eight hours per day/forty hours per week.

In order for an employee to receive payment for jury duty, she/he must submit certification of service. The employee shall receive the difference between any compensation received for jury duty and her/his straight time hourly rate of pay for all work hours lost as a result of such jury duty. An employee may, as an alternative to the above, assign to the County that remuneration which is duplicate compensation, in which case no adjustments will be made to the employee's regular hourly rate, less mileage reimbursement.

In order for an employee to receive payment for work time lost as the result of being subpoenaed to testify in a state or federal court proceeding, she/he must provide evidence of the subpoena. The employee shall receive the difference between any compensation received for testifying and her/his straight time hourly rate of pay for all work hours lost as a result of the subpoena requirement. This provision shall not apply to court matters in which the employee is personally involved (e.g., as plaintiff, defendant, expert witness, etc.), nor shall it apply to situations in which the employee is testifying in her/his capacity as a County employee.

All requests for a leave of absence due to being called for jury duty or being subpoenaed to testify in court should be submitted to the appropriate department head as far in advance as possible.

Upon completion of jury duty or testimony by subpoena, the employee shall report to work within one hour, except where less than one hour remains in the employee's regular working day. Employees scheduled to work outside of normal court hours shall not be required to report to work if they are schedule to report to jury duty the following day, allowing for an 8 hour rest period.

INVESTIGATIVE LEAVE

Investigative leave is defined as a leave with pay that is imposed on an employee during the period that the employee's conduct is under examination. ✓

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The department head or elected official may place an employee on investigative leave for up to three days. If the department head or elected official wishes to place an individual on investigative leave for more than three days, he/she must receive the concurrence of the County Administrator, the Human Resources Director, and the County Attorney. In no event shall an employee be placed on investigative leave for more than ten working days.

At the expiration of the investigative leave (whether by expiration of ten (10) days or expiration of shorter limit) the department head or elected official shall have the following options with regard to the employee being investigated:

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1. Allow the leave to expire and return the employee to normal duties.
2. Instigate the normal disciplinary process for that employee (up to and including termination).
3. Allow the leave to expire and return the employee to work at reassigned duties during the duration of an investigation at the same rate of pay.

X. SUBSTANCE ABUSE/DRUG-FREE WORKPLACE POLICY

GENERAL POLICY

It is the policy of Scott County to provide safe, dependable and efficient services to the public which it serves. Scott County is committed to maintaining a workplace that is free from the effects of drug and alcohol abuse in accordance with the federal Drug-Free Workplace Act of 1988. Scott County desires to make its employees aware of the dangers of drug and alcohol abuse. We encourage employees to voluntarily seek help with drug and alcohol problems.

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SCOPE

All sections of the policy are applicable to the following:

Any employee required to have a Commercial Drivers License (CDL) that has the potential to drive a vehicle requiring a CDL.

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All sections of this policy, with the exception of Testing Circumstances/Consequences, Section D., are applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a County elected office holder including the elected office holder and Deputies;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

All applicants for County employment;

All visitors, vendors and contractors while on County premises;

Deleted: the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit,

When the provisions of this policy are in conflict with federal, state, local laws, regulations or a collective bargaining agreement, the provisions of the law, regulation or collectively-bargained agreement will prevail.

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PURPOSE

It is the purpose of this policy to assure worker fitness for duty and to protect our employees and the public from the risks posed by drug and alcohol abuse. This policy is intended to comply with The U.S. Department of Transportation (DOT) or Federal Highway Administration published guidelines 49 CFR Parts 40 & 382, governing drug and alcohol testing. In addition, this policy incorporates The Drug-Free Workplace Act of 1988 which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the employer.

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POLICY PROVISIONS

1. Scott County recognizes the following:

a. The use, misuse or abuse of controlled substances or alcohol can create a serious threat to the workplace safety of the County's employees and the public and therefore has established this policy to help maintain a safe, healthy and injury-free work environment. Abuse of alcohol, legal or illegal drugs will not be tolerated. Regardless of the cause, an employee whose faculties appear to be impaired during work hours will not be allowed to work.

b. The use, sale, offering for sale, storing, distribution or possession of illegal drugs, including controlled substances, imitation controlled substances, counterfeit control substances on the job, County property or in County vehicles is prohibited.

c. Any improper use of "legal" physician-prescribed drugs or over-the-counter medications on the job, on County property or in County vehicles is prohibited.

d. The use, sale, offering for sale, storing, distribution or possession of beer, wine, liquor, other alcoholic beverages or medicines containing alcohol on the job, on County property or in County vehicles is prohibited.

e. Being under the influence of alcohol, illegal drugs including controlled substances or improperly used prescription drugs or over-the-counter medications or substances on the job, on County property or in County vehicles is prohibited.

Deleted: The use of illegal drugs or abuse of controlled substances or alcohol in the workplace is detrimental to County employees health and to their effectiveness in serving the citizens of the County.

Deleted: Employees have a right to work in a drug-free environment and to work with persons free from the effects illegal drug use or abuse/misuse of controlled substances and alcohol.

Deleted: Drug and alcohol abuse or misuse of controlled substances interferes with and reduces the operational efficiency of County government and undermines the public's trust in its functions.

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2. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is Scott County's intent and obligation to provide a drug-free work environment.
3. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences. No part of this policy or any of the procedures within is intended to limit the County's right to manage its workplace or discipline its employees; nor is it a guarantee of employment, continued employment or of terms or conditions of employment.
4. In order to comply with the Drug-Free Workplace Act of 1988, all employees are required to report any conviction under a criminal drug statute for violations occurring on the employer's premises or off the employer's premises while conducting County business. A report of a conviction must be made to the employee's Department Head and the Human Resources Department within five (5) days after the conviction.
5. Participation in Scott County's mandated testing as required in the Department of Transportation or Federal Highway Administration guidelines as set forth in Title 49, Code of Federal Regulations, Parts 40 & 382, is a condition of employment for all employees required to possess a CDL. Compliance with the terms and reporting requirements of this policy is required as a condition of employment for all employees.
6. This policy prohibits the use and ingestion of illegal drugs at all times.
7. This policy prohibits employees required to possess a CDL from having a blood alcohol level of .04 or greater while on duty. In addition, these employees may not consume alcohol either while on duty or within four (4) hours of starting duty.
8. This policy prohibits employees from reporting for duty or remaining on duty when the employee uses any controlled substance, except when 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 perform their duties.

Deleted: The unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance on the employer's premises or while in a County vehicle, or while conducting the employer's business is prohibited.

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TESTING CIRCUMSTANCES/CONSEQUENCES

A. Pre-Employment Testing

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Applicants and current employees transferring to positions in certain designated County positions shall undergo pre-employment drug testing within two working days of receiving a conditional offer of employment. Each applicant shall be required to sign an authorization/release form prior to undergoing the pre-employment drug test. Failure to sign the authorization/release form shall prevent further consideration of the applicant for County employment.

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If the applicant refuses to submit to drug testing or the Medical Review Officer (MRO) verifies a drug test result as "positive" for a controlled substance the applicant will be disqualified from further consideration for the position. Results of a negative drug test are required prior to employment or transfer and before the employee can perform any safety sensitive functions.

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B. Reasonable Suspicion or "For Cause" Testing Circumstances:

Any employee may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the short-term effects of substance abuse or misuse.

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¶ Positive Test Result ¶
¶ Any applicant to a position identified in Attachment I, who refuses to submit to urine drug testing or who tests positive on the urine drug test will be disqualified from further consideration for the position. ¶

The reasonable suspicion determination shall be based on specific, simultaneous observations concerning the appearance, behavior, speech, or body odors of the covered employee. Reasonable suspicion referrals must be made by a supervisor or person who is trained to detect the signs and symptoms of drug and alcohol use. Furthermore, the supervisor must also reasonably conclude:

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¶ Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty, shall be suspended with pay, (in accordance with Human Resource Policy M., Investigative Leave) from job duties pending an investigation and verification of condition. No employee identified on Attachment I shall report for duty or remain on duty when his/her ability to perform ... [1]

- a) that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or misuse;
- b) that the employee is in a position where such impairment presents a danger to the safety of the public, or the property of the County;
- c) that impairment, due to the effects of alcohol/drugs is a violation of a known work rule of the County.

C. Post-Accident Testing

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Circumstances:

Scott County will require post-accident testing when there is a reasonable suspicion drug and alcohol use. Circumstances that may result in reasonable suspicion testing include but are not limited to the following:

- An employee is involved in an accident while at work or while driving a County vehicle that resulted in a fatality.
- An employee receives a citation under State or local law for a moving traffic violation arising from the accident;
- An employee is involved in an accident which results in injuries to any involved parties that require transportation to a medical treatment facility.

Following an accident meeting the above criteria a supervisor or Risk Manager will be called to the scene to determine if testing is appropriate. The employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. An employee subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. Employees that are required to possess and maintain a CDL for employment purposes are prohibited from consuming alcohol within 8 hours after an accident or until the employee undergoes a post-accident test, whichever occurs first.

Nothing in this section precludes testing for reasonable suspicion.

D. Random Testing

Circumstances:

Employees required to possess and maintain a CDL will be subjected to random, unannounced testing. The selection of employees for random alcohol and drug testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year.

E. Return-To-Duty Testing

Deleted: Employees who are involved in an accident in which they cannot be 100% cleared of responsibility are prohibited from consuming alcohol within eight (8) hours after the accident, or until the employee undergoes a post-accident test, whichever occurs first.¶

Deleted: Employees will be required to undergo urine and breath testing if they are involved in an accident with a County vehicle that results in a fatality. In addition, a post-accident test will be conducted if:¶

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¶ Positive Test Result¶

¶ Any employee found to be at fault for an accident who tests positive for drugs or alcohol will be terminated.¶

¶ First Time Positive Test Result:¶

¶ Any employee whose behavior may have contributed to an accident who tests positive for the presence of drugs or alcohol the first time shall be removed from duty, without pay and referred for an evaluation by a Substance Abuse Professional (... [3])

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¶ Positive Test Result¶ (... [4])

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Circumstances:

Any employee who previously tested positive on a drug test; previously had an alcohol result 0.04 or greater; previously refused to submit to a test; or engaged in any other activity that violates the regulations; must test negative (for drugs and alcohol) and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to work.

F. Follow-Up Testing

Circumstances:

Once returned to duty, employees may be required to undergo unannounced follow-up testing. The frequency and duration of the follow-up testing will be recommended by the SAP, as long as a minimum of six (6) tests are performed during the first twelve (12) months after the employee has returned to duty, but not more than sixty (60) months in duration.

Follow-up testing shall be conducted when the employee is performing job functions, just before the employee is to perform job functions, or just after the employee has ceased to perform job functions.

Follow-up testing is separate from and in addition to the regular random testing program.

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Positive Test Result¶
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First Time Positive Test Result:¶
¶
Employees who fail to pass a return-to-duty drug or alcohol test shall not be allowed to return to work, suspended for 30 days without pay, and referred for an evaluation by a Substance Abuse Professional.¶
¶
Second Time Positive Test Result:¶
¶
Employees who fail to pass a return-to-work drug or alcohol test a second time shall be terminated.¶~~

G. Refusal to Submit to a Required Test

Consequences:

Any employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Any employee suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verifications of these actions will result in the employee's removal from duty and their employment terminated. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated.

Refusal can include (but is not limited to) an inability to provide sufficient urine specimen or breath sample without a valid medical explanation, a verbal declaration, obstructive

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Positive Test Result¶
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First Time Positive Test Result:¶
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Employees who fail to pass a follow-up drug or alcohol test shall be removed from duty without pay, suspended for 30 days, and referred for an evaluation by a Substance Abuse Professional.¶
¶
Second Time Positive Test Result:¶
¶
Employees who fail to pass a follow-up drug or alcohol test a second time shall be terminated.¶~~

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behavior, or physical absence resulting from the inability to conduct the test, as well as the refusal to sign required forms.

TEST RESULTS

NEGATIVE TEST RESULTS

Employees who test negative under this policy will not suffer any loss as a result of the test.

POSITIVE TEST RESULTS

First Time Positive Test Result:

Employees who fail to pass a drug or alcohol test shall be removed from duty, without pay and referred for an evaluation by a Substance Abuse Professional.

Second Time Positive Test Result:

Employees who fail to pass a drug or alcohol test a second time shall be terminated.

TREATMENT/REHABILITATION PROGRAMS

If an employee is referred for treatment, the employee will sign a consent form to allow the SAP to release appropriate information regarding need for treatment, duration, and expected return-to-work date. Failure to comply with this requirement will result in discipline up to and including termination. If an employee is allowed to return to duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must have negative return-to-duty drug and alcohol tests, and may be subject to unannounced follow-up tests for period of one (1) to five (5) years. The cost of any treatment or rehabilitation services will be paid by the employee or their insurance provider. Employees will be allowed to take accumulated paid leave to participate in the prescribed rehabilitation program.

Nothing in this section shall prohibit an employee from seeking assistance on his/her own through the Employee Assistance program prior to any detected violation.

RE-ENTRY CONTRACTS

Employees who re-enter the workforce must agree to a re-entry contract. That contract will include:

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1. A release to work statement from the SAP.
2. A negative return-to-duty test for drugs and/or alcohol.
3. May include an agreement to follow-up testing as determined by the SAP.
4. A statement of expected work rules.
5. An agreement to follow specified after-care requirements with the understanding that violation of the re-entry contract is grounds for termination.

TESTING PARAMETERS

Employees who have a confirmed breath alcohol test of .02 but below .04, will be disqualified from returning to work for a minimum of 24 hours. The employee will be required to resubmit to a test before their next assigned shift and will be allowed to work only with a negative test result. Employees who have a confirmed breath alcohol test of .04 or greater will be disqualified from returning to work and will be referred to a SAP for evaluation.

Deleted: If the test was required under the post-accident section of this policy, consequences will follow that section.¶

The MRO shall notify each employee who has a confirmed drug urine positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. The employee is not authorized to request a reanalysis of the primary specimen as provided. The expense of the split specimen will be borne by the employee unless the results are negative.

An employee shall be accorded a reasonable opportunity to rebut or explain the results of a positive drug test.

Any employee covered by this policy, who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40 and 382, as amended, will be referred for evaluation by a SAP. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

Assessment by a SAP or participation in the County's Employee Assistance Program does not shield an employee from disciplinary action or guarantee employment or reinstatement.

DEFINITIONS:

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An Evidential Breath Test (EBT) is an evidential breath testing device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath for alcohol measurement.

A Medical Review Officer (MRO) is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

A Substance Abuse Professional (SAP) is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

ADMINISTRATIVE PROCEDURES AND MANAGEMENT RESPONSIBILITIES

1. The Human Resources Department is responsible to ensure that all employees receive a copy of the Substance Abuse/Drug-Free Workplace Policy and sign the accompanying "Acknowledgement" statement. All completed Acknowledgement statements are to be retained in employees' personnel files.
2. Human Resources will provide all newly hired employees with a copy of the policy and secure a signed "Acknowledgement" statement from them.
3. Supervisors of employees required to hold a CDL shall receive two (2) hours of training annually related to the Drug-Testing policy and the effects of drug and alcohol use and abuse.
4. Managers and supervisors are responsible for enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under his or her supervision shall be subject to disciplinary action up to an including termination of employment.
5. Employees affected by the policy will receive information communicating the policy and how it affects them.
6. Continuing education will be provided to employees and supervisors on an annual basis. Responsibility for such training shall be vested jointly with the Human Resources Department and Department Heads.

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¶ Mandatory Drug Testing (DOT Regulations)¶
¶ Covered Employees¶
¶ Definition: Employees who are required to hold a Commercial Drivers License (CDL) an could potentially drive a vehicle requiring a CDL are covered.¶
¶ A CDL is required for anyone who drives a vehicle which has a GVWR of 26,001 or more pounds; or is designed to transport 16 or more passengers, including the driver; or is of any size and is used in the transportation of hazardous materials requiring placards.¶
¶
¶
¶ Position Department . . # of Incumbents¶
-----¶
¶ Senior Park Maint. III . . Conservation . . . 3¶
¶ Equip. Mechanic/Parks . . Conservation . . . 2¶
¶ Park Crew Leader . . . Conservation . . . 2¶
¶ Naturalist Director . . . Conservation . . . 1¶
¶ Park Maint. Superintendent . Conservation . . . 1¶
¶ West Lake Park Manager . . Conservation . . . 1¶
¶ Superintendent Secondary Roads . . 1¶
¶ Shop Supervisor . . . Secondary Roads . . 1¶
¶ Project Crew Leader . . . Secondary Roads . . 1¶
¶ Crew Leader HEO I . . . Secondary Roads . . (4)¶
¶ HEO II Secondary Roads . . 4¶
¶ HEO III Secondary Roads . . 5¶
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Consequences:

Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty, shall be suspended with pay, (in accordance with Human Resource Policy M., Investigative Leave) from job duties pending an investigation and verification of condition. No employee identified on Attachment I shall report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater.

Positive Test Result

First Time Positive Test Result:

Employees who fail to pass a drug or alcohol test shall be removed from duty, without pay and referred for an evaluation by a Substance Abuse Professional.

Second Time Positive Test Result:

Employees who fail to pass a drug or alcohol test a second time shall be removed from duty without pay, suspended for 30 days, and referred for an evaluation by a Substance Abuse Professional.

Third Time Positive Test Result:

Employees who fail to pass a drug or alcohol test a third time shall be terminated.

Consequences:

Positive Test Result

Any employee found to be at fault for an accident who tests positive for drugs or alcohol will be terminated.

First Time Positive Test Result:

Any employee whose behavior may have contributed to an accident who tests positive for the presence of drugs or alcohol the first time

A CDL is required for anyone who drives a vehicle which has a GVWR of 26,001 or more pounds; or is designed to transport 16 or more passengers, including the driver; or is of any size and is used in the transportation of hazardous materials requiring placards.

Position

Senior Park Maint. III
Equip. Mechanic/Parks
Park Crew Leader
Naturalist Director
Park Maint. Superintendent
West Lake Park Manager

Conserv

Superintendent
Shop Supervisor
Project Crew Leader
Crew Leader HEO I
HEO II
HEO III
Mechanic
Truck Crew Coordinator
Truck Driver/Laborer
Temporary Snow Plow Help

Total

Y. FAMILY MEDICAL LEAVE

GENERAL POLICY

It is the policy of Scott County to provide unpaid Family Medical Leave in accordance with the Family Medical Leave Act (FMLA) of 1993.

SCOPE

This policy applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a County elected office holder including the office holder and Deputies;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability;

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

PROVISIONS

In accordance with the Family Medical Leave Act (FMLA), Scott County will grant up to 12 workweeks of unpaid leave annually, based on the previous rolling 12 month period. To be eligible for this leave, an employee must have worked for Scott County for one year and worked 1250 hours or more in the 12 months preceding the beginning of the leave.

Family Medical Leave will be granted for any one or more of the following reasons:

1. Employee's own serious health condition;
2. Birth, adoption or placement of a child;
3. Caring for a spouse, child or parent, with a serious health condition;
4. Qualifying exigencies arising out of the fact that the employee's spouse, child or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support

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of a contingency operation.

ADMINISTRATIVE PROCEDURES

1. The employee must provide 30 days advance notice of a need to take FML leave when it is foreseeable. When unforeseen events occur that require FML leave, employees must give notice as soon as practicable, usually within one or two business days of when the need for leave becomes known.
2. Employees will be required to provide sufficient medical certification to the Human Resources Department within 15 calendar days from the date of their absence. Scott County reserves the right to request re-certification at the County's discretion in accordance with federal law.
3. An employee may take leave intermittently or on a reduced leave schedule when medically necessary. When taking leave intermittently, the employee must attempt to schedule leave so as not to disrupt department operations. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. An employee may take leave intermittently for birth or placement for adoption or foster care of a child only with the department's consent.
4. Employees will be required to use all sources of paid leave concurrently with Family Medical Leave. The annual FMLA allowance will run concurrently with any Workers' Compensation leave.
5. An employee's insurance benefits will be maintained for up to 12 weeks during the approved leave under the same conditions as if the employee continued to work. The employee must continue to pay the employee portion of the insurance premiums in a timely manner. If the leave extends for more than 12 weeks, the employee will become responsible for payment of the entire health insurance premium to maintain coverage.
6. Employees will be required to present a certificate from the attending physician releasing the employee to full duty before returning to work. Reasonable accommodation will be made to adapt the job to any permanent restrictions pursuant to the Americans with Disabilities Act.
7. After a return from FMLA leave the employee will be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee does not return to work following FMLA leave the employee will be required to reimburse the County for health insurance premiums paid on the employee's behalf.
8. If the employee is in a non-pay status at any time during FML, the employee shall not accrue vacation, sick, or holiday leave for that period of time in which they received no pay.

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- Officially designated County holidays falling within the period of an employee's approved FML will be charged against the employee's FML entitlement.
- If a holiday occurs during FML and the employee is in an active pay status the employee will receive holiday pay for that day.

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9. If an employee fails to return to work after the employee's approved FML request has expired, the County shall regard this as the employee's resignation.

10. When both spouses are employed by Scott County, their combined leave allowance for birth or adoption of a child, or to care for the same parent, will be twelve weeks.

SERVICE MEMBER FAMILY AND MEDICAL LEAVE

The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered member's service in the Armed Forces ("Servicemember FMLA"). Except as mentioned below, an employee's rights and obligation to Servicemember FML leave are governed by the FMLA policy stated above.

A. Employee Entitlement to Servicemember FML

Service member FML provides eligible employees unpaid leave for any one, or for a combination of the following reasons:

1. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces of the United States in support of contingency plan; and/or
2. To care for a covered family member or next of kin who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces of the United States provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

B. Duration of Servicemember FML

1. When leave is due to a "Qualifying Exigency": An eligible employee may take up to 12 workweeks of unpaid leave annually, based on the previous rolling 12 month period.
2. When leave is due to Care for an Injured or Ill Servicemember: An eligible employee may take up to 26 workweeks of unpaid leave annually, based on the previous rolling 12 month period to care for the

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servicemember. Leave to care for an injured or ill servicemember, when combined with other FML qualifying leave may not exceed 26 weeks in a single 12 month period.

3. Servicemember FML runs concurrent with other leave entitlements provided under federal, state, and local law.

GENERAL POLICY

Scott County will not tolerate harassment in the workplace, which includes verbal or physical conduct by an employee which harasses, disrupts, or interferes with another's work performance or which creates and intimidating, offensive or hostile work environment, especially if such conduct concerns race, gender, religion, age, physical or mental disabilities, national origin, sexual orientation or veteran's status. Sexual harassment is unwanted sexual attention of a persistent or offensive nature made by a person who knows, or reasonably should know, that such attention is unwanted. Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment.

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SCOPE

This policy is applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a county elected office holder including the elected office holder and deputies;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

GENERAL HARASSMENT

Harassment of employees based upon their race, gender, religion, age, physical or mental disabilities, national origin, sexual orientation or veteran's status is a violation of local, state and federal law.

Examples of discriminatory harassment include, but are not limited to:

1. Abusing the dignity of an employee through insulting or degrading remarks or conduct.
2. Subjecting an employee to threats, insults, unwelcome comments, or displays/circulation of derogatory cartoons or pictures.
3. Subjecting an employee to demeaning or degrading activities in order to gain co-worker acceptance, e.g., hazing.
4. Disciplining or terminating an employee because of work incompatibility, which is caused by prohibited discrimination, harassment, or biased behavior.

A supervisor shall make every reasonable effort to identify and prevent all forms of harassment

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from occurring and taking immediate and appropriate corrective action when harassment is brought to their attention, either directly or indirectly.

Any employee who engages in any form of discrimination or harassment prohibited by this policy or who retaliates against an individual who has complained of discrimination or harassment will be subject to disciplinary action up to and including discharge. Also, any supervisor who fails to act upon employee complaints or on personal knowledge of discrimination or harassment will be subject to disciplinary action up to and including discharge.

SEXUAL HARASSMENT

Acts of sexual harassment by employees, supervisors, and agents of the County, are prohibited employment practices and are subject to disciplinary action, up to and including termination.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. This list of behaviors, while not all inclusive, provides examples of conduct that is prohibited.

1. Threats or intimation of sexual relations or sexual contact which is not freely or mutually agreeable to both parties;
2. Continual or repeated verbal abuses of a sexual nature including graphic comments about a person's body; sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person; sexually degrading words to describe the person, or propositions of a sexual nature.
3. Threats or insinuations that the person's employment, wages, promotional opportunities, job or shift assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances.

Sexual harassment is a violation of law and will not be tolerated. Employees engaging in sexual harassment will be subject to disciplinary action, up to and including dismissal. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

Employees who feel they are victims of sexual harassment are encouraged to file a complaint with the County EEO officer, or their supervisor. All incidents of sexual harassment or inappropriate sexually oriented conduct must be reported.

COMPLAINT PROCEDURE

In the interest of resolving EEO-related complaints internally, the following complaint procedure is established.

Any employee or applicant alleging discriminatory practice by Scott County may file a complaint with the County EEO Officer. All employees or applicants shall have the right to file a complaint without fear of reprisal.

Step 1. The complaint shall meet and discuss any alleged violation of this policy with the County EEO Officer within 30 days following its occurrence in an effort to resolve the problem in an informal manner. The EEO Officer shall respond orally to the complainant no later than seven days after this initial discussion. Every effort will be made to resolve a problem at Step 1.

Step 2. If the Step 1 response fails to resolve the matter, the complainant shall have seven days in which to file a formal, written complaint with the County Administrator. The complaint must be legible and must include: the name, address and telephone number of the complainant; the date of filing; the name(s) of those against whom the complaint is lodged; a clear and concise description of the facts related to the alleged discriminatory practice; and the remedy or solution requested by the complainant. All such complaints must be signed and dated by the complainant.

Upon receipt of a formal written complaint, the County Administrator (or his/her designee) shall, within 10 days following receipt of the complaint, meet with the interested parties to more fully discover the facts related to the complaint. Within 10 days following said meeting, the County Administrator (or his/her designee) shall respond to the complainant in writing.

Step 3. If the County Administrator's decision does not resolve the complaint, the complainant may, within 10 days following the receipt of the answer in Step 2, forward the written complaint to the Scott County Board of Supervisors. The Board shall arrange to meet within 30 days following receipt of the complaint with the complainant and all interested parties. Within 10 days following this meeting, the Board shall issue a written decision.

CONFIDENTIALITY

All inquiries, complaints, and investigations are treated as confidentially as possible. All employees are expected to cooperate with any investigation, maintain confidentiality and are prohibited from making false statements intended to take revenge or harm a fellow employee.

RETALIATION

This policy prohibits retaliation against employees who bring harassment charges or assists in

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investigating charges. Retaliation in violation of this policy may result in disciplinary action, up to and including termination. Any employee who reports harassment or assists in an investigation will not be adversely affected in terms and conditions of employment, discriminated against or discharged because of the complaint. False and malicious complaints of harassment, discrimination or retaliation may be subject to disciplinary action up to and including termination.

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38. PRIVACY NOTICE POLICY

POLICY

This policy describes how medical information about you may be used and disclosed and how you can get access to this information.

SCOPE

Uses and Disclosures of Health Information

With your consent, we may use health information about you for treatment (such as sending your medical record information to a specialist physician as part of a referral), to obtain payment for treatment (such as sending billing information to a health insurance plan), for administrative purposes, and to evaluate the quality of care that you receive (such as comparing patient data to improve treatment methods).

ADMINISTRATIVE PROCEDURES

We may use or disclose identifiable health information about you without your authorization for several other reasons. Subject to certain requirements, we may give out health information without your authorization for public health purposes, abuse or neglect reporting, auditing purposes, research studies, funeral arrangements and organ donation, workers' compensation purposes, and emergencies. We provide information when otherwise required by law, such as for law enforcement in specific circumstances. In any other situation, we will ask for your written authorization before using or disclosing any identifiable health information about you. If you choose to sign an authorization to disclose information, you can later revoke that authorization to stop any future uses and disclosures.

We may change our policies at any time. Before we make a significant change in our policies, we will change our notice and post the new notice in the waiting area, in each examination room, and on our web site. You can also request a copy of our notice at any time. For more information about our privacy practices, contact the person listed below.

Individual Rights

In most cases, you have the right to look at or get a copy of health information about you that we use to make decisions about you. If you request copies, we will charge you according to County Policy for each page.

You also have the right to receive a list of instances where we have disclosed health information about you for reasons other than treatment, payment, or related administrative purposes. If you believe that information in your record is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information.

You have the right to request that your health information be communicated to you in a confidential manner such as sending mail to an address other than your home. If this notice was sent to you electronically, you may obtain a paper copy of the notice.

You may request in writing that we do not use or disclose your information for treatment, payment, or administrative purposes or to persons involved in your care except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request but are not legally required to accept it.

Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed below. You may also send a written complaint to the Scott County Board of Supervisors. The person listed below can provide you with the appropriate address upon request. Under no circumstance will you be retaliated against for filing a complaint.

Our Legal Duty

We are required by law to protect the privacy of your information, provide this notice about our information practices, and follow the information practices that are described in this notice.

If you have any questions or complaints, please contact:

Privacy Compliance Officer: Risk Manager
Address: 600 West 4th Street, Davenport, Iowa 52801
Phone: (563) 326 - 8293

39. PROTECTED HEALTH INFORMATION POLICY

POLICY

Scott County employs a "minimum necessary" standard that prohibits the use or disclosure of more than the minimum amount of protected health information (PHI) necessary to accomplish the intended purpose of the use or disclosure.

SCOPE

Protected health information (PHI) is individually identifiable health information that is transmitted or maintained by electronic media or any other form or medium, excluding information in educational records and inmate records. PHI will be used and disclosed in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Standards and other applicable law; de-identified information is not subject to these regulations.

DEFINITIONS

1. PHI includes oral, written, or otherwise recorded information that is created or received by Scott County.
2. PHI may relate to an individual's physical or mental health, payment, or health care services provided to an individual.
3. PHI may pertain to a health condition or payment in the past, present, or future, and the person who is the subject of the information may be alive or deceased.

ADMINISTRATIVE PROCEDURES

1. PHI will be protected in any form, including, but not limited to, telephone conversations and voice mail, paper records, computers, transmissions over the Internet, dial-up lines, private networks, fax machines, electronic memory chips, magnetic tape, magnetic disk, CD-ROM.
2. De-identified information is not subject to Scott County's privacy policies and procedures.
3. PHI may be de-identified by removing, coding, encrypting, or otherwise eliminating or concealing the information that makes the PHI individually identifiable, including the following identifiers of the individual or of relatives, employers, or household members of the individual:
 - names
 - all geographic subdivisions smaller than a state (except for the initial three digits of a ZIP code if the total population in the ZIP code areas covered by such three digits of a ZIP code exceeds 20,000)
 - all elements of date (except year)
 - telephone numbers
 - fax numbers
 - electronic mail addresses
 - Social Security numbers
 - medical record numbers
 - health plan beneficiary numbers
 - account numbers
 - certificate/license numbers
 - vehicle identifiers and
 - serial numbers
 - Web universal resource locators (URLs)
 - Internet protocol (IP) address numbers
 - finger or voice prints
 - photographic images

- and any other unique identifying numbers characteristics or codes regardless of whether the covered entity has actual knowledge that the information could identify an individual
4. Scott County will not request or disclose an entire medical record unless it is specifically justified as the amount that is reasonably necessary to meet the purpose of the request.
 5. The minimum necessary standard applies to all uses or disclosures except:
 - disclosures to a health care provider for treatment purposes
 - disclosures to the individual
 - disclosures for compliance purposes
 - disclosures that are required by law
 6. Classes of workers who need access to PHI to carry out their duties include: Any and all Scott County Employees within the scope of employment practices authorized to deliver services.
 7. For requests or disclosures that occur on a routine basis, Scott County will follow standard protocols that limit PHI to the minimum necessary standard.
 8. For all non-routine requests or disclosure, Scott County will make a minimum necessary determination based on but not limited to the following factors: the amount of information the number of individuals or entities to whom the information is being disclosed, the importance of the use or disclosure, the likelihood of further disclosure, whether the same result could be achieved with de-identified information, the technology available and the cost.
 9. A minimum necessary determination is not necessary for a disclosure

- To a public official as permitted by 164.512 of Title 45 of the Code of Federal Regulations if the public official represents that the requested disclosure is the minimum necessary to accomplish the purpose for which the disclosure is sought and reliance thereon is reasonable
- To another covered entity
- To a professional member of the Scott County's work force or a business associate of Scott County for the purposes of rendering professional services if the professional represents that the requested disclosure is sought and reliance thereon is reasonable.

31. PUBLIC RECORDS AND INFORMATION

Deleted: XXXI

Deleted: PRICING POLICY FOR

Deleted: & SERVICES

POLICY

It is the policy of Scott County to assure open public access to all records of the County to the extent permitted by law, Iowa State and Federal Freedom of Information Acts. Further it is the policy to fairly recover costs for the retrieval of said records and electronic data.

Deleted: provide its citizens with access to County collected public records and managed electronic data in accordance with the

SCOPE

This policy is applicable to all County offices and departments in a position to dispense County collected data.

ADMINISTRATIVE PROCEDURES

Open records will be available for public inspection during customary office hours of 8:00a.m. to 4:30p.m. Monday through Friday (except holidays). The County will make every effort to provide the public with access to public records in a prompt and efficient manner.

Scott County shall hereby establish and charge appropriate fees for public examination and copying of public records. Every department shall designate a lawful custodian for the public records kept by that department. This policy is not intended to preclude routine verbal requests of documents by the public or media to staff.

All requests (written or oral) for public records should be filled in compliance with state law (i.e. within 10 working days). Immediate access to records may be affected by a good faith effort to: verify the scope of the records' request; locate the specific records requested; and determine whether any of the records, or information contained therein, is confidential in nature. If the department has a concern about whether the record requested may be considered confidential under state law, the lawful custodian should consult with the County Attorney's office. Confidential records include but are not limited to medical records, employee related files, documents concerning litigation or claims, and names or addresses of complainants. Confidential records may be withheld, and confidential information within an otherwise open record may be redacted prior to a record's release for public

examination and copying. If a confidential record is withheld from examination and copying, or confidential information within an otherwise open record is redacted, the County will identify the document(s) and cite the application provision of law which supports the decision to withhold the confidential information from public examination.

Unless a department has a specific policy or fee schedule the following shall apply:

1. Photo copies: \$.25 Per page, after the first 10 pages, plus postage if being mailed.

2. If staff time is required in excess of 30 minutes for the time spent supervising the public examination or to retrieve the requested records, the hourly rate calculated annually by the Budget Manager shall be used. If the retrieval requires an extensive search or specially programmed computer time the party requesting the documents will be notified in advance that the anticipated costs exceed twenty five dollars and require the individual to make a deposit.

Departments responsible for responding to the request, with the assistance of Information Technology when applicable, are responsible for calculating appropriate charges using these guidelines.

Deleted: of

Deleted: products and services provided to the State, other political subdivisions, organizations and commercial users and other persons when a fee is not otherwise prescribed by law.

Deleted: the products/services

Deleted: Processing

Deleted: Parties desiring the following The products and services covered by this policy shall include the following:¶

- ¶ 1. Computer software, including the methodologies used or developed to develop programs.¶
- ¶ 2. Data bases, including the methodologies used or developed to create the data bases.¶
- ¶ 3. Data hard copy.¶
- ¶ 4. On-line data access including all methodologies, system hardware, or special configurations necessary to provide access.¶

... [1]

Deleted: GENERAL INFORMATION¶

¶ Iowa Statutes regulate what the County may charge for vari ... [2]

Deleted: DEPARTMENTS RESPONSIBLE¶

¶ The Information Processing Department shall keep poli ... [3]

Deleted: COST FACTORS¶

¶ The following factors may be used to calculate the rate to be charged for products:¶ ... [4]

Deleted: AGREEMENT¶

¶ THIS AGREEMENT made this day of _____, 19_ between Scott County, Iowa, a governmer ... [5]

Deleted: IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of the respective parties.¶

¶ ... [6]

Deleted: SCHEDULE A¶

¶ \$100.00 Initial Installation Fee . For access to all available databases, basic training, a ... [7]

Parties desiring the following The products and services covered by this policy shall include the following:

1. Computer software, including the methodologies used or developed to develop programs.
2. Data bases, including the methodologies used or developed to create the data bases.
3. Data hard copy.
4. On-line data access including all methodologies, system hardware, or special configurations necessary to provide access.
5. All copyrighted materials produced by the County.
6. Personnel services provided as a product.

Shall be required to enter into aAn agreement withshall be arrived at between the County and the customer or other third party for the use of any said product or service covered by this policy. Such agreement shall contain provisions to ensure the nondisclosure and protection of the County's proprietary product.

GENERAL INFORMATION

Iowa Statutes regulate what the County may charge for various services and products.

The statutes permit the County to require a person requesting copies of government data to pay the actual costs of making, certifying and compiling copies of the data. These "actual costs" may include: costs for retrieving the data; cost of materials, including paper; cost of labor required to prepare the copies; any schedule of standard copying charges; any special costs to produce copies from machine based record keeping systems (including computer) and mailing costs.

DEPARTMENTS RESPONSIBLE

The Information Processing Department shall keep policy and procedures current and provide departments with cost data relating to machine time, equipment and communications.

The County Auditor shall annually calculate a rate which reflects the County-wide overhead charge to be used when personnel costs are assessed.

RELATED LAWS AND POLICIES

The following rules and policies relate to fees that may be charged for various products and services:

COST FACTORS

The following factors may be used to calculate the rate to be charged for products:

Personnel Service Costs include the following applicable costs:

1. Base salary + over head additives: This figure is equal to the gross salary plus a percentage which reflects direct additive labor amounts. "Overhead" includes the estimated dollar equivalent value of vacation benefits, holidays, sick leave, other paid leave (funeral, jury duty, etc.), FICA, health, dental and life insurance, and worker's compensation.
2. Overhead.

Reproduction Costs involved in making a copy of the product.

Supply Costs include any material items used in the production or reproduction of the products. Supplies may include the cost of computer tapes/disks, paper, film and chemicals used to process the media product.

Machine Time Costs are calculated and charged by the Information Processing Department and include charges for Central Processing Unit (CPU) hours (minutes), Printer/1000 lines, disk space, data entry and disk I/O.

Communications Costs are charged by the Information Processing Department and include a monthly line charge and/or phone line connection or installation/de-installation charge.

Equipment Costs are calculated by the Information Processing Department and include charges for personal computers, terminals and printers.

Mailing and Handling Costs include the direct cost of postage and packaging material plus a \$2.00 handling charge per item.

PROCEDURE

The following identifies the cost factors to be charged for the various products to the various market segments.

DATA HARD COPY

Political subdivisions, nonprofit organizations and commercial users shall be charged the following applicable costs for data hard copy:

1. Personnel costs
2. Reproduction costs
3. Mailing and handling
4. Supplies

ON-LINE DATA ACCESS

Scott County subdivisions, other political subdivisions, nonprofit organizations and commercial users shall be charged the following applicable costs for on-line data access after consummation of attached agreement:

1. Installation Fees
2. Monthly Support Fees
3. Personnel Time
4. Materials Cost
5. Machine Time (plus support costs)

PERSONNEL SERVICES (AS A PRODUCT)

Scott County subdivisions shall be charged the following applicable personnel services costs:

1. Base salary + overhead additives: This figure is equal to the gross salary plus a percentage which reflects direct additive labor amounts. "Overhead" includes the estimated dollar equivalent value of vacation benefits, holidays, sick leave,

other paid leave (funeral, jury duty, etc.), FICA, health, dental and life insurance, and worker's compensation.

Other political subdivisions, nonprofit organizations and commercial users shall be charged the following applicable personnel services costs:

1. Base salary + overhead additives: This figure is equal to the gross salary plus a percentage which reflects direct additive labor amounts. "Overhead" includes the estimated dollar equivalent value of vacation benefits, holidays, sick leave, other paid leave (funeral, jury duty, etc.), FICA, health, dental and life insurance, IPERS and worker's compensation.
2. Travel costs consist of the following:
 - Transportation
 - Lodging
 - Meals and incidentals
3. Overhead

THIS AGREEMENT made this day _____ of _____, 19__ between Scott County, Iowa, a governmental subdivision of the State of Iowa, having its office of Information Processing at 416 600 West 4th Street, Davenport, Iowa (hereinafter referred to as the "County") and _____ and having its principal place of business at

(hereinafter referred to as the "Customer"),

WHEREAS, the County, through its Department of Information Processing Technology (hereinafter referred to as BIPIT) will provide the Customer with inquiry-only access to its on-line database systems and,

WHEREAS, the Customer wishes to obtain inquiry-only access to the County's database systems,

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. SERVICES

The County will provide the Customer with inquiry-only access to an on-line database system as listed on Schedule B. The County, its officers, employees or agents will assume responsibility for:

A. Connecting a compatible external modem in the Customer's location if it will be a straight-forward task. BIPIT reserves the right to determine what is straight-forward in its sole judgment.

B. Providing the Customer with one manual of operation and instruction in the use of the County's database systems.

C. Providing the Customer with one two-hour training class. Customer may send up to two employees to the training class. The training class shall be conducted at a date, time and location to be determined by BIPIT after consultation with Customer.

D. Providing the Customer with limited consultation, via telephone, on specific problems that arise in the use of the system. However, the County does not guarantee consultation results nor warrant nor represent that all errors or problems will be corrected.

IT IS UNDERSTOOD BY CUSTOMER THAT NO REQUESTS FOR THE CUSTOMIZATION OF SOFTWARE WILL BE ENTERTAINED.

2. PAYMENT

The monthly charges provided for in this agreement commence on the effective date stated on the face hereof and will be invoiced as of the end of each month. Payment shall be made in full within thirty (30) days after receipt of invoice.

The County reserves the right to suspend or terminate service to the Customer if the Customer's invoice is not paid within thirty (30) days after receipt of invoice. If suspended, the Customer is not relieved from the obligations set forth in this agreement, up to and including the date upon which the service is discontinued.

All charges specified in Schedule A are those currently in effect and are subject to change at the beginning of each County fiscal year, July 1, based on County expense.

3. DAYS AND HOURS OF OPERATION

The Customer shall be able to access an on-line database system, every day of the week, 15 hours a day (7:00 a.m. - 10:00 p.m.), except:

- A. for periods of preventive maintenance, and
- B. for periods of remedial maintenance as may be required.

The County reserves the right to reduce service levels during unusual circumstances such as, but not limited to, "brown-outs", emergency production requirements mandated by law or to accommodate County production requirements, intrusions against security and adverse operational impacts beyond the control of County management.

The "help-desk", whereby the County provides consultation via telephone,

will be staffed Monday through Friday from 8 a.m. - 5 4:30 p.m., excluding County holidays.

4. CUSTOMER'S OBLIGATIONS

A. It is the responsibility of the Customer to purchase the microcomputer hardware and software and to make any modifications to their existing equipment which are necessary to effect access to the County system.

B. The Customer shall be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods, office procedures, and for establishing the necessary controls over access to data.

C. The Customer is responsible for insuring that neither its location nor its computer is used by unauthorized personnel to access information from the County system. Unauthorized personnel for the purposes of this contract shall be any person or entity not assigned a password.

D. The Customer is responsible for the payment of the inquiry and user fees for each inquiry made by, through or from its location or terminal, whether said inquiry is authorized or unauthorized, and all other obligations under this agreement.

E. Information accessed from the County system is for the use of the Customer in the ordinary course of its business. The information is not intended or permitted to be used for commercial resale.

F. The Customer is responsible for its security password and will be held responsible for any misuse thereof. Any misuse or attempted misuse of this

County service or any breach or attempted breach of the security of the County system may result in immediate termination of this service without prior notice. The County may pursue any other remedy available to it at law or equity for such breach or misuse.

G. Maintenance of the Customer's equipment is the responsibility of the Customer.

5. INDEMNIFICATION BY CUSTOMER

The Customer agrees to protect, defend, indemnify, and hold the County and its officers and employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character, including but not limited to the amount of judgments penalties, interest, court costs, legal fees incurred by the County arising in favor of any party, occurring in connection with, or arising, directly or indirectly, out of this agreement.

6. WARRANTIES

The County does not expressly or impliedly warrant that the information or data accessed by the Customer is accurate or correct. There are not express or implied warranties in connection with this service. In no event shall the County be responsible for an inability to provide such service at any time for any reason whatsoever.

7. ASSIGNMENT

The Customer agrees not to assign any right or interest in this agreement. Any attempt by the Customer to transfer by any means, any of the rights,

duties, or obligations of this agreement is null and void.

8. TERM OF AGREEMENT

This agreement shall take effect on _____ 19__20__, and shall continue in full force and effect for a minimum period of not less than one (1) year.

Following this minimum one-year term, either the Customer or the County can terminate this agreement at any time with or without cause by sending written notification to the other party at least seven (7) days prior to the beginning of the next billing month. This does not preempt the County's additional right of immediate termination set forth in paragraphs 2 and 4(F) herein above. If the agreement is terminated, the customer will be responsible for the services and charges incurred to date.

9. ENTIRE AGREEMENT

This agreement, along with attached referenced Schedules A and B, contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein.

A. Rates for Computer Access-Real Estate:

Annual cost of Recorders combined indices;

man-hours daily at (Hay Points) per hour;

daily average abstractors searching divided by 12 (months).

B. Rates for Optically Scanned Documents:

of documents annually - last 3 years average;

average # of pages per document;

times .045 cost of producing a page.

C. See Schedule C for example.

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Mary Thee

5/13/2009 10:59:00 AM

IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of the respective parties.

CUSTOMER

SCOTT COUNTY, IOWA

By: _____ By:
Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

-----Section Break (Next Page)-----

SCHEDULE A

\$100.00 Initial Installation Fee For access to all available databases, basic training, access ID's, and application program user manual

\$50.00/guaranteed rate 1 year

Monthly Support Fee

\$25.00/per hour
Prime Time

Prime & Non-

\$45.00/hour (minimum 1 hour)

BIPIT Field Personnel Time

SCHEDULE B

1. On-line access to the following County data files when available:

- Voter Files
- Land Files
- Street Files
- Tax Files
- All County databases as they are converted for access

2. Information from these files is via:

- Personal Computer