AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consent 04 - Ratification of County Manager's Signature; Gunnison County Health and Human Services Director Employment Agreement; Joni Reynolds; $106,910

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
See attached contract that was signed by the County Manager. His signature will need to be ratified by the BOCC.

Fiscal Impact: $106,910 plus benefits

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Will watch total expenditures this year to include leave payoffs, etc. and request budget adjustments if needed. There is sufficient fund balance to manage 2015 costs.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/6/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/3/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/17/2015 Follow Up Agenda Date:

Revised April 2013

GUNNISON COUNTY HEALTH AND HUMAN SERVICES DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of January, 2015, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and Joni Reynolds ("Employee").

1. Employment as Health and Human Services Director. The County agrees to employ Employee as the Health and Human Services Director, and Employee agrees to be employed as the Health and Human Services Director, pursuant to the terms and conditions of this Agreement beginning on April 1, 2015.

2. Duties. Employee shall serve at the pleasure of the County Manager, and under the direct supervision of the County Manager or his or her designee who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. An illustrative list of representative duties is attached as Attachment A to this Agreement.

3. Personnel Policies and Procedures. Except as otherwise stipulated herein, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This agreement shall remain in full force in effect from April 1, 2015 until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this agreement.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County.

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as he/she would be eligible for increased accrual under Section 8 "Vacation" of the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours, the maximum accrual limit under County policy.

b. Sick Leave. The Employee shall begin employment with a balance of 40 hours and shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third

of 720 hours (720 x .333).

c. Executive Leave. Employee shall have 5 days (40 hours) of Executive Leave for the first year of employment. Executive leave shall not accrue beyond 2015, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Employee shall be afforded access to all Health and Welfare benefits as per County policy.

g. Employee shall receive the benefit of all paid County Holidays as set by the Board of County Commissioners.

6. Compensation. During the period of employment, the County agrees to pay Employee for his/her services a base salary of One-hundred Six-thousand Nine-hundred Ten Dollars and no cents ($106,910.00). The parties specifically agree that for purposes of establishing Employee's compensation and any future adjustments to the same, the provisions of Section 4-2 "Classification System" of the Personnel Policies, and any subsequent amendments thereto, are applicable to Employee. To that end, Employee agrees that his/her starting pay is based on a pay grade of 43, step 10 for her duties as the Health and Human Services Director.

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Manager or his or her designee shall be responsible for reviewing and evaluating the performance of Employee annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for wages greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize her work schedule in such a fashion as to accommodate his workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. The Employee agrees to abide by the County's policies on Outside Employment and ensure that any such employment does not present a conflict of interest with the proper discharge of the Employee's duties to the County. Outside employment should be discussed with the County Manager to determine if it creates such a conflict.

b. Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

c. Status as Employee. It is the intention of County and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

11. Termination of Employment by County Manger.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the County Manager at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the County Manager to terminate the employment relationship at any time for any reason.

b. Severance Pay. If the employment relationship is terminated by the County Manager at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Health and Human Services Director, the County shall provide Employee severance pay in the amount equal to three months base pay, plus benefits, at the rate of his/her pay and benefits at the time of termination, or the rate of his/her average base pay for the preceding twenty-four (24) month period, whichever is greater.

12. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement for Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury, or other mental or physical incapacity from performing the essential functions of the Health and Human Services Director position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship, and provide severance pay to employee pursuant to Section 11b of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law.

IN WITNESS WHEREOF, the County and Employee have executed this Agreement as of the day and date as first set forth above.

EMPLOYEE

Matthew Birnie, County Manager
For Board of County Commissioners
of the County of Gunnison, Colorado

Health and Human Services
Director

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

ATTACHMENT A

GUNNISON COUNTY, COLORADO
POSITION DESCRIPTION

POSITION TITLE:	Director of Health and Human Services
DEPARTMENT:	Health and Human Services
FLSA STATUS:	Exempt
FORMAT CHANGE:	3/15/12
CONTENT CHANGE:	9/6/14

GENERAL PURPOSE

Performs skilled, professional work administering, coordinating, supervising and directing the County Department of Health and Human Services. Responsible for planning, administering and performing a variety of Public Health services in accordance with core Public Health functions and Human Service functions in accordance with State and County regulatory standards and practices. Assures linkage and service coordination with other community health and human services organizations to assure optimum service delivery.

SUPERVISION RECEIVED

Works under the general direction of the County Manager with policy direction provided by the Gunnison and Hinsdale County Boards of Health and Human Services. Technical and specialty consultation and guidance are available from the Colorado Department of Public Health and Environment (CDPHE) and the Colorado Department of Human Services (CDHS) office of local liaison and program consultants.

SUPERVISION EXERCISED

Direct supervision of program area managers. May directly supervise other staff in absence of program area manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Overall program development, implementation, fiscal management and personnel management of the County's Health and Human Services Department.
- Carries out supervisory responsibility in accordance with County policies, procedures and applicable laws including without limitation: interviewing, hiring and training, planning, assigning and directing work, appraising performance, assuring corrective actions as necessary, addressing complaints and resolving problems.
- Directs the development of result measures, goals, objectives, rules and regulations, policies and procedures to effectively and efficiently serve the needs of clients in alignment with the County and Departmental Strategic Business Plans.
- Evaluates the administrative procedures and the service delivery system in order to make recommendations for service delivery improvement.
- Serves in a leadership capacity on various coalitions, committees and collaboration projects at the local, regional and state level to positively position the Department in response to program initiatives, new legislation and related rules, and funding opportunities that benefit the residents of the Gunnison Valley.
- Works with the County Manager, Finance Department, the Board of County Commissioners in developing the annual department budget.
- Develops financial resources through grant writing, contract development, participation in State level allocation processes and through collaborative efforts with other departments, agencies, and private and public entities.

- Provides leadership for the administration of services to adults, children, and families and coordination of public health and human service programs with other county departments and community-based organizations.
- Develops and maintains a productive working relationship with the Colorado Department of Human Services, the Colorado Human Services Directors Association, Colorado Department of Public Health and Environment, the Colorado Department of Health Care Policy and Finance, employees, officials, other department heads and other state and regionally based organizations and departments and the public.
- Assures the assessment, planning and program implementation for work of the County Public Health Program area in accordance with the Public Health functions and 10 essential services.
- Enforces state and local Board of Health regulations and HIPPA regulations.
- Assures the provision of health education for the community and other health and human service providers.
- Works closely with the Public Health Division Director, County Health Officer, environmental health official, the county emergency manager and other state and local partners in planning, implementing and managing essential aspects of public health functions, including, but not limited to, emergency preparedness, disease surveillance, community health assessment and performance improvement planning.
- Assures consultation services and information to local physicians and other health providers in the field of communicable diseases and other Public Health and Human Services matters.
- Assures an adequate level of preparedness for public health emergencies.
- Assures that research and required reports and studies for the CDPHE, CDHS, and the community are completed.
- Coordinates department activities with other departments and health service agencies in the community. Assures completion of annual Strategic Business Plan and implementation of Managing for Results for the Department
- Assures continued staff education in collaboration with program managers.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

A master's degree from an accredited college or university in areas of health, human services or public administration is preferred with at least 5 years of progressively responsible managerial experience in a public health and/or human services organization or, a bachelor's degree from an accredited college of university in a health, human services, or public administration field, and 10 years of progressively responsible managerial experience in a public health and human services organization.

Necessary Knowledge, Skills and Abilities:

- Considerable knowledge of general principle and objectives of State and Federal laws and regulation pertaining to the delivery of public health and human services; considerable knowledge of the methods and techniques of administration of community organizations; team building and collaborative processes; supervision and staff development; knowledge of case work standards and practices; knowledge of individual and community problems and resources to address such problems; knowledge of current social and economic problems; and knowledge of modern technology and social media.
- Working knowledge of funding sources including foundations, state and federal grant programs which have the potential for funding enhancement of existing programs or addressing new and evolving human service needs of the community.
- Skill in researching, compiling, and summarizing a variety of informational and statistical data and materials; organizing work, setting priorities, meeting critical deadlines, and following up on assignments with minimum direction.
- Ability to effectively supervise staff; ability to establish and maintain effective working relationships with employees and county officials; ability to cooperate and effectively develop positive relationships with other

community human service providers, ability to exercise good judgment in evaluating situations and making decisions, ability to communicate effectively orally and in writing.

- Demonstrated success in obtaining grant and foundation funding for public health or human service programs.
- Demonstrates knowledge (minimally) and/or proficiency (preferred) in core competencies for Public Health professionals.
  Domain #1: Analytic Assessment Skills
  Domain #2: Policy Development/Program Planning Skills
  Domain #3: Communication skills
  Domain #4: Cultural Competency Skills
  Domain #5: Community Dimensions of Practice Skills
  Domain #6: Basic Public Health Science Skills
  Domain #7: Financial Planning and Management Skills
  Domain #8: Leadership and Systems Thinking Skills

SPECIAL REQUIREMENTS

Special certifications as appropriate
Possess a valid driver's license for Colorado
Completion of ICS 100, 200, and 700 within first year of hire and ICS 300, 400, and 800 within 2 years of hire.

TOOLS AND EQUIPMENT

Automobile, telephone, personal computer, copier, calculator, fax.

PHYSICAL DEMANDS

More than two-thirds time is spent standing, walking, sitting, talking and listening, using fingers and hands to handle and feel. Up to one-third time weight up to twenty pounds may be lifted.

COGNITIVE DEMANDS

English Language Comprehension
Requires the ability to listen to, read, understand and communicate the English language so that others are able to understand. This must be done both orally and in writing, at the level appropriate for the position held.
Information Ordering
Requires the ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules.
Memory
Requires the ability to remember directions and processes for all essential duties; requires remembering facts; requires remembering the gist of past conversations, situations and events.
Attention
Requires focus for long periods of time; concentration on details and thoroughness in completing work tasks; filtering out distractions, ignoring irrelevant information.
Deductive Reasoning
Requires the ability to apply general rules to specific situations to produce results that make sense.
Problem Solving
Requires the ability to tell when something is wrong or is likely to go wrong. Requires the ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. Requires the ability to reflect on strategy, plan, adopt an approach, and change direction if not working.

Mathematical Reasoning
Requires the ability to choose the right mathematical methods or formulas to solve a problem.
Active Learning

Requires understanding the implications of new information for both current and future problem-solving and decision-making. Requires selecting and using training/instruction appropriate for the situation.

Time Management
Requires employee to manage his/her own time and the time of others effectively so that tasks get done in an efficient manner and deadlines are met.

Cooperation
Requires being dependable, willing to take on responsibilities and challenges, exerting maximum effort toward completing essential duties, persistent in problem solving, adaptable to change (positive or negative), honesty, and being pleasant to others.

Social Perceptiveness
Requires being aware of others' reactions, and understanding why they react as they do.

Monitoring
Requires assessing the performance of yourself, other individuals, and/or the organization to make improvements or take corrective action.

WORK ENVIRONMENT

Normally, indoors in a controlled office environment. Frequently, home visits or meetings off site are necessary. Moderate noise-many public health and DHS clients are children. Comes in contact with infectious waste during course of duties.

ELEMENTS OF CONTACT

Personal contact with any individual of the public, is normally a single occurrence. Hand-to-hand exchanges of documents, money, personal property and other items may be required. Face-to face verbal communications between the member and an individual is required, but is mainly singular. The member's anticipated contact with blood, body fluids or other medical hazards are rare. The member should have adequate time to take precautionary and protective measures.

SELECTION GUIDELINES

Formal Application, rating of education and experience; oral interview and reference check; job related testing might be required. Background check and CBI check may be performed. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

ACKNOWLEDGEMENT OF RECEIPT
PLEASE SIGN AND RETURN TO THE HUMAN RESOURCES DEPARTMENT

I Joni Reynolds acknowledge that I have received a copy of the current job description for the position of Director of Health & Human Services with Gunnison County. I understand the job description does not constitute an employment agreement between Gunnison County and myself and is subject to change by Gunnison County Management in its sole discretion.

Joni Reynolds
Signature

1/26/15
Date