

SETTLEMENT AGREEMENT

1. PARTIES. This settlement agreement (hereinafter referred to as "Agreement") is made by and between Physicians and Dentists of Contra Costa ("PDOCC") and the County of Contra Costa ("COUNTY") on behalf of its Health Services Department.

2. SUBJECT. This Agreement is a settlement of all existing and possible differences among the parties concerning PDOCC's Unfair Practice Charge No. SF-CE-1234-M ("UPC") filed on July 31, 2014, with the Public Employment Relations Board ("PERB") on behalf of its members concerning the effects of the COUNTY's increase in patient roster sizes for ambulatory care clinics from 10 to 11 patients scheduled. On March 28, 2017, the Administrative Law Judge hearing the case issued a proposed decision. On or about May 22, 2017, the COUNTY filed Exceptions to the proposed decision with the PERB Board. On or about June 29, 2017, PDOCC also filed Exceptions to the proposed decision with the PERB Board. A decision by the PERB Board remains pending.

3. COUNTY'S OBLIGATIONS. COUNTY agrees to the following:

- A. COUNTY will set aside eight hundred thousand dollars (\$800,000) to be distributed in lump sum payments, less applicable taxes and deductions, to those employees and in those amounts as determined by PDOCC. The County's position is that these payments are not pension compensable but it recognizes that the final determination of pension eligibility is up to the Contra Costa County Employees' Retirement Association (CCCERA).
- B. COUNTY will meet with PDOCC within thirty days of the approval of this Agreement by the Board of Supervisors to receive direction from PDOCC on the distribution of the \$800,000.
- C. COUNTY agrees that there will be two patient roster slots for each four-hour clinic available for booking by the provider or the provider's designee at the provider's discretion. These two provider-controlled patient roster slots are in addition to the eleven management-controlled patient roster slots for each four-hour clinic.
- D. COUNTY will sign a joint letter with PDOCC to notify PERB and the PERB Board of its withdrawal of its Exceptions to the proposed decision described in paragraph 2. SUBJECT, above. COUNTY will sign the joint letter attached as Exhibit A when executing this Agreement. COUNTY will send the joint letter to PERB within five (5) business days of approval of this Agreement by the Board of Supervisors and will provide a copy to PDOCC.

4. PDOCC's OBLIGATIONS. In consideration for the above, PDOCC agrees to the following:

- A. PDOCC will meet with the COUNTY within thirty days of the approval of this Agreement by the Board of Supervisors to provide COUNTY with a list of which employees will receive a lump sum payment and the amount of the lump sum payment for each identified employee. Lump sum payments to employees will be less applicable taxes and deductions. The gross amount lump sum payments will not exceed a combined total of eight hundred thousand dollars (\$800,000). The County's position is that these payments are not pension compensable but it recognizes that the final determination of pension eligibility is up to CCCERA.
- B. PDOCC agrees that the COUNTY retains the management right to schedule and fill a roster of eleven patients in a four-hour clinic. These eleven patient roster slots for each four-hour clinic are in addition to two patient roster slots per four-hour clinic that may be filled at the direction of the provider or the provider's designee.
- C. PDOCC will sign a joint letter with the COUNTY to notify PERB and the PERB Board of its withdrawal of its UPC and its Exceptions to the proposed decision described in paragraph 2. SUBJECT, above, within five (5) business days of the approval of this Agreement by the Board of Supervisors. PDOCC will sign the joint letter attached as Exhibit A when executing this Agreement. PDOCC agrees that the COUNTY will send the signed joint letter attached as Exhibit A to PERB within five (5) business days of approval of this Agreement by the Board of Supervisors.
- D. PDOCC agrees not to file any grievance, unfair practice charge, claim, or lawsuit against the COUNTY, arising from the matters set forth in paragraph 2. SUBJECT, above.

5. EFFECTIVE DATE. This Agreement is effective on November 1, 2019, following execution by the parties and approval by the Board of Supervisors.

6. NO ADMISSION. This Agreement is a compromise of the differences between the parties relative to the matters set forth in paragraph 2. SUBJECT, above, and it is not and shall never be considered an admission of any fault, error, wrongdoing, or liability by COUNTY with respect to the matters set forth in paragraph 2. SUBJECT, above.

7. NO PRECEDENT. The parties acknowledge and agree that this Agreement is not to be considered precedent setting in any other forum or matter, including, but not limited to, a grievance, appeal, claim, unfair labor practice charge, or lawsuit.

8. COSTS. Each party will bear its own costs and attorneys' fees.

9. INTERPRETATION. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

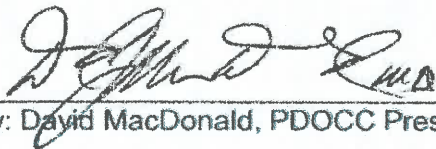
10. ENTIRE AGREEMENT. This Agreement is fully integrated and constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

11. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be treated as an original and all of which together are to be considered one and the same agreement. Facsimile signatures or scanned copies of signatures are binding and are to be considered original signatures.

12. AUTHORIZATION. The undersigned parties represent that they are authorized to execute this Agreement on behalf of their principals.

Physicians & Dentists of Contra Costa

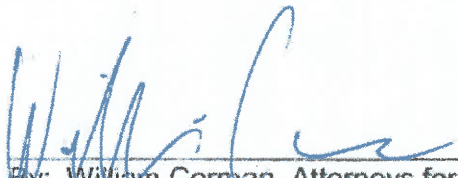
COUNTY OF CONTRA COSTA

 10/12/19
By: David MacDonald, PDOCC President

 10-14-19
By: David Twa, County Administrator

Approved as to form by Bogatin Corman
and Gold:

Approved as to form by
Sharon L. Anderson, County Counsel:


By: William Corman, Attorneys for PDOCC

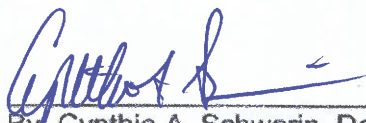

By: Cynthia A. Schwerin, Deputy County
Counsel, Attorneys for County of Contra
Costa

EXHIBIT A

October 22, 2019

Public Employment Relations Board
Attn: Appeals Assistant
Sacramento Regional Office
1031 18th Street
Sacramento, CA 95811-4124

Re: *Physicians and Dentists Organization of Contra Costa County v. County of Contra Costa*, UPC No. SF-CE-1234-M

Dear Members of the PERB Board:

The Physicians and Dentists Organization of Contra Costa County ("PDOCC") and the County of Contra Costa ("County") have reached an agreement to resolve the above-referenced unfair practice charge.

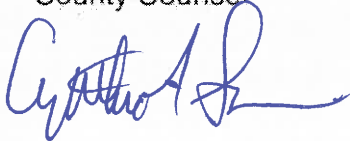
As a result of the settlement, PDOCC hereby withdraws its unfair practice charge No. SF-CE-1234-M, withdraws its Exceptions to the proposed decision pending on appeal before the PERB Board, and requests that the PERB Board accept these withdrawals and dismiss the appeal, dismiss the unfair practice charge, and close the case.

As a result of settlement, the County hereby withdraws its Exceptions to the proposed decision in Case No. SF-CE-1234-M pending on appeal before the PERB Board, and requests that PERB accept these withdrawals, dismiss the appeal, dismiss the unfair practice charge, and close the case.

Thank you for your consideration of this joint request by the parties.

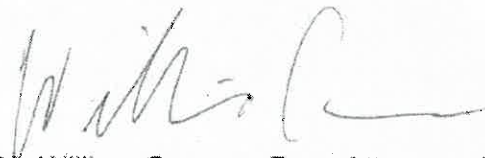
Sincerely,

Sharon L. Anderson
County Counsel



By: Cynthia A. Schwerin, Deputy County Counsel, Attorneys for County of Contra Costa

Bogatin Corman & Gold



By: William Corman, Esq., Attorneys for PDOCC