

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Solutions West, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide temporary Eligibility Workers for the Department of Social Services.**

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 647,960.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from September 1, 2017 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Medi-Cal History**

**Exhibit C Budget**

**Exhibit D Invoice**

**Exhibit E Productivity Report**

**Exhibit F HIPAA Certification**

**Exhibit G Lobbying Certification**

**Exhibit H DSS Policy & Information Packet**



## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Gloria Rivera-Perez, MA II	Renee Carter, President/CEO
Name and Title 1000 South Main Street, Suite 208 Salinas, CA 93901	Name and Title P.O. Box 162639 Sacramento, CA 95816
Address	Address
(831) 755-4777	(916) 469-9949
Phone	Phone



## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 **Construction of Agreement.** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority.** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration.** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

Date: 9/14/17

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: [Signature]  
County Counsel

Date: 8-1-17

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 8-5-17

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\_\_\_\_\_  
Solutions West, Inc.  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Bene'e Carter, President  
Name and Title

Date: 07/20/2017

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**SOLUTIONS WEST, INC.****Scope of Services/Payment Provisions***September 01, 2017 – June 30, 2018***I. CONTACTS**

For County: Gloria Rivera-Perez  
Monterey County Dept. of Social Services  
1000 S Main Street  
Salinas, CA 93901  
(831) 755-4777

For CONTRACTOR: Renee Carter  
Solutions West President/CEO  
P.O. Box 162639  
Sacramento, CA 95816  
(916) 469-9949

**II. BACKGROUND**

Monterey County Department of Social Services (County) has a backlog of Medi-Cal eligibility work that needs to be processed. The County has implemented major program operation changes that have required additional staff to perform new and/or changing functions. As a result of the Affordable Care Act (ACA)/Health Care Reform (HCR) the County has experienced an 98% increase in the Medi-Cal caseload from 35,491 cases pre-ACA (09/2013) to 70,288 cases as of June 2016 (**Exhibit B Caseload History**). The County is not able to hire a sufficient number of eligibility workers to manage the workload due to the time it takes to recruit and train staff. The County has Eligibility Worker vacancies and is actively conducting recruitments. Due to the cyclical unemployment pattern in Monterey County, the County experiences an increase in applications beginning in November through March which requires shifting of resources to the intake operations in order to meet the community's needs.

Solutions West (CONTRACTOR) has experience in providing eligibility case processing services in Riverside County, and has worked with Monterey County since March 2014 providing case processing services. To date CONTRACTOR has assisted in clearing more than 24,000 tasks for ongoing cases.

**III. SERVICES TO BE PROVIDED**

**A. Eligibility Staff**

CONTRACTOR shall provide a Case Processing Team consisting of 3-10 members (including one Lead Worker). The Lead Worker will be responsible for providing on-site supervision of the Team and will conduct quality reviews for up to 50% of the cases processed. Depending on the number of staff assigned each week, the number of reviews could be adjusted after discussion with the County.

Work to be completed includes:

- Process up to 9,705 Medi-Cal tasks

Contractor shall be reimbursed at an hourly rate of \$85.00 per hour (including travel) for Lead Staff, and \$80.00 per hour (including travel), or \$55.00 per hour without travel, for Eligibility Workers.

The length of the assignment for the Lead Worker will be the duration of this Agreement, unless there is agreement between CONTRACTOR and County to allow a substitute. The length of the assignment for Workers will be a minimum of one week, or 40 hours. Any exception to this policy must be mutually agreed upon by the County and CONTRACTOR. The County reserves the right to request immediate removal of a worker based on unsatisfactory performance.

**B. Budget**

The costs associated with this Agreement are summarized in the table below:

SFY 2017/18		Total	
Activity	Hours	Rate	Cost
Lead Worker	1,460	\$85/hour	\$124,100
Eligibility Worker	6,548.25	\$80/hour	\$523,860
			\$647,960

**C. Staffing Requirements-Hiring**

- CONTRACTOR agrees to conduct a pre-employment screening and obtain references and resumes for all personnel, including verification of all professional licensure or certification.
- CONTRACTOR agrees that all personnel assigned to this contract who will perform eligibility work are current eligibility workers in IMS or ALMS agencies, or are retired workers (CONTRACTOR is solely responsible for ensuring compliance with any retirement system that may be impacted), who are eligible for reinstatement, have held permanent or probationary status in an IMS or ALMS agency.

- c) CONTRACTOR employees should be acceptable to the County and available for the entire length of the assignment. However, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification. Weekends and holidays are included for notification/replacement requirements.
- d) County reserves the right to require the replacement of any CONTRACTOR employee. If, for any reason, a replacement is required within the first eight (8) hours of service, there will be no charge to the County.
- e) CONTRACTOR agrees to replace an unsatisfactory CONTRACTOR employee within twenty-four (24) hours of notification.
- f) If at any time beyond the eight (8) hours of service, the CONTRACTOR employee is determined to be unsatisfactory, the CONTRACTOR agrees to issue and invoice credit to the County for the total charges from the point the County contact notifies the CONTRACTOR that replacement must be made.
- g) CONTRACTOR employees are solely the employees of CONTRACTOR.

**D. Staffing Requirements-On Site**

- a) CONTRACTOR will provide a schedule at least one (1) week in advance and confirm any changes within two (2) business days of the arrival of staff.
- b) CONTRACTOR is responsible for communicating information to its employees regarding hours of work, duration and location of assignment, expectations, dress code, and other information concerning the assignment. Prior to assignment with County, CONTRACTOR shall ensure that each employee reviews/signs the documents contained in the MCDSS Policy Packet, attached as **Exhibit H** to this Agreement. CONTRACTOR shall e-mail a signed Policy Packet for each employee to County's liaison ([rivera-perezg@co.monterey.ca.us](mailto:rivera-perezg@co.monterey.ca.us)) prior to placement of any employee.
- c) CONTRACTOR employees provided under the terms of this Agreement will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy was provided to the CONTRACTOR prior to the start of this Agreement.
- d) CONTRACTOR employees shall be provided a copy of CONTRACTOR's drug-free policy statement and shall adhere to the policy as a condition of employment under this Agreement.
- e) CONTRACTOR employees must possess and wear an identification card supplied by the County at all times while working. At the end of the assignment the badge will be collected by the Lead Worker and returned to County's Human Resources office.
- f) CONTRACTOR employees shall be oriented to the County's fire, disaster and department specific procedures and infection control practices by the County.

**E. Background Screening**

All CONTRACTOR employees must complete an initial pre-employment background screening prior to assignment with the County. CONTRACTOR is responsible for conducting the screenings, and all screenings will be done CONTRACTOR's expense. The background check must include Livescan fingerprinting with the Department of Justice.

CONTRACTOR shall not assign any CONTRACTOR employees with a criminal history report revealing a felony and/or misdemeanor conviction and/or pending case action.

**IV. REPORTING REQUIREMENTS**

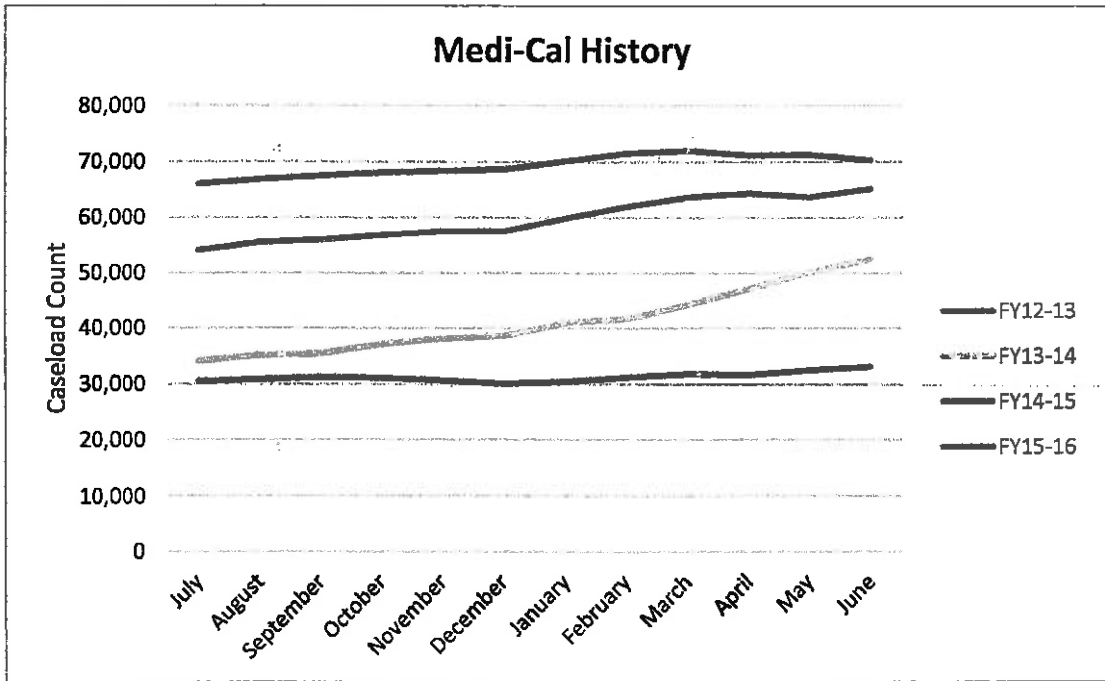
CONTRACTOR shall provide to County a weekly Productivity Report, (**Exhibit E**), indicating number of cases processed, hours expended, issues and other items as determined necessary for County oversight.

**V. PAYMENT PROVISIONS:**

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6 of this Agreement, PAYMENT CONDITIONS, and in the Budget, **Exhibit C**. CONTRACTOR shall submit an invoice to COUNTY no later than the 10<sup>th</sup> day of the month for services rendered in the previous month. Invoices shall identify individual staff time, a summary that includes the type of case (i.e. Medi-Cal or CalFresh) and number of cases worked shall accompany the invoice. The invoice shall be presented in the form set forth in **Exhibit D**. Timesheets and payroll register for each individual reimbursement shall accompany the invoice.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **six hundred forty-seven thousand nine hundred and sixty dollars (\$647,960)**.

*(remainder of this page intentionally left blank)*



Month	FY12-13	FY13-14	FY14-15	FY15-16
July	30,551	34,151	53,994	65,975
August	30,869	35,154	55,428	66,815
September	31,243	35,491	55,929	67,461
October	31,132	37,151	56,769	68,015
November	30,662	38,147	57,418	68,335
December	30,126	38,681	57,443	68,587
January	30,475	40,977	59,762	70,121
February	31,296	41,684	61,900	71,492
March	31,826	44,200	63,601	71,960
April	31,657	47,085	64,250	71,152
May	32,485	50,033	63,557	71,248
June	33,115	52,381	65,080	70,288



**SOLUTIONS WEST**

*September 1, 2017 – June 30, 2018*

**BUDGET**

<b>Activity</b>	<b>Total</b>
Lead Worker 1,460 hours @ \$85/hour	\$124,100
Eligibility Workers 6,548.25 hours @ \$80/hour	<u>\$523,860</u>
<b>TOTAL:</b>	<b><u>\$647,960</u></b>



## SolutionsWest Weekly Status Report

To	Monterey County DSS
From	SolutionsWest
Report Date	MM/DD/YYYY
Report Period	MM/DD/YYYY – MM/DD/YYYY
Prepared by	Name

**ACTION ITEMS – ONGOING/REPEATING:**

County Approval: \_\_\_\_\_

**ACTIVITIES COMPLETED WEEK ENDING:**

MC Tasks Processed:		
Name		#
Name		#
Name		#
<i>Total</i>		#

Quality Reviews by County/ Project Manager:	# of Reviews
Project Manager Reviews:	#
County Reviews:	#
Total Cases Reviewed:	#
Cases with No Dollar Error:	#
Cases with Dollar Error:	#
Total Case Accuracy Rate:	%
<b>Accuracy Rate (base on Dollars)</b>	
Benefits Issued:	\$
<u>Correct Benefits:</u>	\$
Error amount \$:	\$
Accuracy Rate:	%

Additional Information Requested	# of Cases
Adm107/ MC355:	#

Hours worked:	# Hours
Name	#
Name	#
Name	#
<i>Total Hours</i>	#

**STAFF ON BOARD WEEK OF:**

1. Name

**OTHER**

1. Cases with work previously completed (cleared tasks): #
2. Tasks assigned to the wrong program: #

## EXHIBIT F

### Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

#### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
  - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
  - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

## EXHIBIT F

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

### III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

**EXHIBIT F**

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

**CONTRACTOR:** Solutions West, Inc.

By: 

Title: President

Date: 07/20/2017

**CERTIFICATION REGARDING LOBBYING**

**Solutions West, Inc.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
Signature

President  
Title

Solutions West  
Agency/Organization

07/20/2017  
Date



**SolutionsWest**

**DSS Policy and Information Documents for temporary staff**

- Emergency Contact Form \*
- MCDSS Systems Security Agreement \*
- AD 04-02 Dress Policy \*
- AD 00-03 Department Computer Policy \*
- AD 10-03 DSS Email Policy
- AD 10-04 Cell Phone use during work hours \*\*
- CAO Workplace Violence Policy \*
- Monterey County Resolution 91-384 Drug Free Workplace Policy \*
- County Equal Opportunity and Non-Discrimination Policy \*
- AD 98-05 DSS Non-Discrimination/Non-Harrasment Policy
- County Equal Opportunity for Persons with Disabilities and Reasonable Accomodation Policy
- County Prevention of Sexual Harrasment Policy
- Identification badges and electronic keys
- AD 03-01 Conflicts of Interest \*\*
- AD 11-01 Confidentiality of Customer/Client Information \*
- Parking Policy at the Life Foundation Building
- Building Evacuation Map
- Emergency Assembly Areas

\*Requires signature or sign off

\*\* Combined policies on sign off sheet

Submit all signed policy pages to the Monterey County Department of Social Services at:

1000 S. Main St Suite 314 Salinas, CA 93901

fax to (831)784-5954 or

email to [rivera-perezg@co.monterey.ca.us](mailto:rivera-perezg@co.monterey.ca.us)



MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

**EMPLOYEE'S EMERGENCY CONTACT NOTIFICATION FORM**

Employee No: \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home/Cell Phone: \_\_\_\_\_

Work Location: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**In Case of Emergency please notify:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

OR

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

In an emergency situation, I authorize Monterey County staff to disclose the nature of the emergency to the individuals named above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## MCDSS Systems Security Agreement

As a Monterey County Department of Social Services (MCDSS) employee, you will be granted access to confidential information that is contained within certain County, State and Federal systems including the C-IV System, California Healthcare Eligibility, Enrollment and Retention System (CalHEERS) and Medi-Cal Eligibility Data System (MEDS). This confidential information includes but is not limited to all County, State (including but not limited to all State Automated Welfare Systems (SAWS) and/or Federal information, data, and information processing resources to which you may have access, and information received from any recipient or applicant for public assistance.

As a MCDSS employee, you are responsible for protecting the Confidential Information of applicants and recipients by following the security procedures set forth below and the policies contained within Administrative Directives 11-01, Confidentiality of Customer-Client Information and 03-01, Conflicts of Interest.

**By signing below, you attest to your understanding of the following security responsibilities:**

1. All data in any County, State and/or Federal systems accessed in the course of your job duties including the C-IV, CalHEERS and MEDS Systems is confidential and shall not be disclosed to any unauthorized person(s) or group(s).
2. You may use any County, State and/or Federal systems including the C-IV, CalHEERS and MEDS Systems accessed in the course of your duties, only for those specific functions for which you are authorized. Personal, non-county, and/or unauthorized use of these systems is prohibited.
3. You may not access, update or perform work on any case in any County, State and/or Federal systems including the C-IV, CalHEERS or MEDS systems accessed in the course of your duties on your own case records, the case records of family members or the case records of anyone that you are acquainted with personally or professionally.
4. In the course of your duties and assigned responsibilities, you may only access these systems and information while at a County operated facility and while using County maintained and controlled equipment and internet access; you may not access these systems or data off-site or through any personal equipment or internet connection without the prior express written permission of the Director of DSS or their designee.
5. For Regional Call Center (RCC) workers and their back-ups, your universal access to the C-IV, CalWIN, and LEADERCounty's data is granted for the sole purpose of carrying out your assigned duties as an RCC agent only during your scheduled work hours.
6. You understand it is illegal for you to knowingly access any of the systems used in the course of your duties as a MCDSS employee, to delete, share, disclose, release, damage, destroy, or copy applicant, recipient, and/or participant information, post any information found in these systems on the Internet, or otherwise use any County, State and/or Federal system including the C-IV, CalHEERS and MEDS Systems, in an unlawful manner including to defraud, deceive, extort, or control data for personal gain.

## MCDSS Systems Security Agreement

7. You are not permitted to leave any County, State and/or Federal system including the C-IV, CalHEERS and/or MEDS Systems unattended at any time. When leaving any County, State and/or Federal system Including a C-IV Workstation, you must log off or lock that System.
8. Any suspected violation of this *MCDSS Systems Security Agreement*, and any misuse or non-compliance with the C-IV operating standards and procedures, shall be reported Immediately to the appropriate County entity.
9. Your violation of this Agreement will result in denied access to any County, State and/or Federal system including the C-IV, CalHEERS and MEDS Systems used in the course of performing your duties and you may be subject to discipline, up to and including termination from employment, and prosecution under the California Penal Code.
10. In addition to and Independent of any action taken indicated in paragraph 8, above, abuse of the privileges provided herein, and/or the misuse of any County, State and/or Federal system including the C-IV, CalHEERS and MEDS Systems outside of the scope of employment or assigned duties pursuant to this Agreement may subject the violator to personal civil and/or criminal liability.

**MCDSS SYSTEMS SECURITY AGREEMENT  
POLICY SIGN-OFF SHEET**

**PLEASE COMPLETE THIS FORM AND RETURN IT TODAY TO YOUR SUPERVISOR**

I acknowledge that my supervisor has reviewed with me and that I have read and understand the entirety of this Agreement and agree to the terms herein.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

Revised 11/20/14

Monterey County Department of Social Services



**Administrative Directive No. 04-02**

TO: All Staff February 17, 2004  
SUBJECT: Dress Policy  
REFERENCE: Obsoletes AD 97-02

I. **PURPOSE: To Establish Basic Policies on Attire for the Department and Employment Services**

**POLICY:**

The type of attire considered acceptable varies with the particular assignment. However the mission of the department is to serve the public, coworkers, other agencies, and customers, who observe staff in both the field and in the office. Therefore, employees of the Department of Social and Employment Services are expected to wear clothing that is considered acceptable business attire consistent with responsibilities.

This policy is intended to provide the basic standard of cleanliness, neatness, and appropriateness. Particular attention should be paid to safety, department image, and public interaction.

The following items are examples of inappropriate dress:

- Slippers (except if medically warranted).
- Flip flops, shower shoes, beach shoes or water socks
- Clothing that exposes the stomach, midriff or waistline area.
- Skirts, dresses, and skorts shorter than mid-thigh.
- Shorts.
- Clothing with spaghetti, narrow or no straps that expose the back or shoulders, unless worn with a jacket.
- Sheer or lacey fabrics (unless with appropriate opaque layering).
- Clothes generally used for recreation or exercise (i.e., gym pants, tank tops, uncovered spandex pants or tops).
- Leggings when worn with tops shorter than mid-thigh.
- Tee-shirts that advertise or endorse products, sports teams or entertainment (small logos identifying the brand are acceptable).
- Clothing that is obscene, suggestive, demeaning, or advocates the use of violence, alcohol, tobacco, or drugs.

Other dress considerations include the following:

- Clothes should be clean, in good repair, and fit properly.
- Clothing/shoes should be selected to promote reasonable safety. Since a number of our buildings and our work in the community require navigating stairs and uneven

pavement, employees should avoid shoes that may cause difficulty on these surfaces.

• Clothing should be appropriate for the office environment and the customers served (i.e., warehouse duties vs. office vs. field).

• Employees should be well groomed and adhere to acceptable standards of personal hygiene.

**RESPONSIBILITY:**

It is the responsibility of all staff to be aware of and comply with this policy. Any questions regarding interpretation of this policy shall be promptly discussed by the employee with either his/her supervisor or Human Resources staff.

It is the responsibility of all department managers and supervisors to ensure the consistent application of the policy across divisions. Non-compliance with this policy shall result in corrective action, which may include disciplinary action.

ELLIOTT C. ROBINSON

Director

[Sign and return page 3 for retention in your personnel file]

Department of Social and Employment Services  
Administrative Directive Number 04-02 (2/17/04)  
DRESS POLICY

I have been provided with a copy of the Monterey County Department of Social and Employment Services' dress policy. Acknowledgment of its receipt and my understanding of the policy are indicated by my signature below. (Detach this page with your original signature and submit to DSES Human Resources for retention in your personnel file.)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

File: dress policy2004





6. Use any software or hardware for violating copyright, licensing agreements, trade secrets, personal use, entertainment, counterfeiting, fraud, breach of confidentiality or any other unlawful and or unauthorized purpose.
7. Create a breach of security such as: "hack" into unauthorized areas, share confidential passwords, cause information integrity to be in question, create and/or activate a computer virus or any other destructive operation or connect to unauthorized networks.
8. Monitor any electronic functions for the purpose of fraud, breach of confidentiality, invading personal privacy, personal use, exploitation in any form, or any other unlawful and/or unauthorized purpose (i.e., E-mail messages or Network access).
9. Install and/or use software for personal use including but not limited to: letters, correspondence labels, databases of any kind, games, gambling, keeping track of pools, raffles, programs to figure odds, stock market tracking, and real estate transactions.
10. Take floppy disks home to complete work, unless a virus protection program is installed on the home computer and the disk is scanned for virus prior to using it on any DSS computer.
11. Inquire into cases/referrals not in their own caseload or those of their unit or buddy unit. This includes any inquiries into information that is not related to the performance of an employee's authorized job duties. The Department may provide confidential services to its own employee's and their relatives. Such cases/referrals are designated as "Sensitive" and the Department is committed to maintaining strict confidentiality. The policies outlined in the current "Confidentiality of Information" Administrative Directive, applies to all cases/referrals and staff.
12. Write anonymous entries into case comments or send anonymous messages over a network mail system. The Department expects that all communication be conducted in a professional manner and that the author takes responsibility for their case entries or comments.
13. Share passwords or user id's for access into any system. Passwords are a unique means to protect Department equipment and data. Passwords should be changed on a regular basis and not be shared with others unless the nature of the work environment calls for common passwords.

B. In addition, it is expected that ISAWS computer users will not:

1. Make changes to default settings on any shared workstations.
2. Change Microsoft NT standardized settings such as color, wallpaper, screen savers, and so on. **This includes the creation of custom colors and wallpapers.** Changes in settings may affect the ISAWS application requiring reprogramming by authorized staff.
3. Enter directory areas or open system files for any reason.
4. Enter the Control Panel except to activate Microsoft NT standardized wallpapers and screen savers.

C. Equipment Maintenance

1. It is expected that Users of all computer equipment will not:
  - a) Eat or drink at or near the computer workstations or equipment. Food or beverage damage can make the workstation inoperable necessitating costly repair and/or replacement.
  - b) Place magnets or items with magnets on the CPU or monitor. Magnets cause malfunction of the hard drive and diskettes.
  - c) Drop paper clips or staples into the keyboard. These can cause damage.
  - d) Write on or highlight any of the keys on the keyboard or any other part of the computer workstation or equipment.
  - e) Plug any electronic devices with a heating element, such as mug warmers, space heaters, coffee pots, hot pots or halogen lamps in the same electrical outlet as the computer. These items use large amounts of power and may cause circuit overloads and damage to the computer.
  - f) Relocate any CMS or ISAWS workstation, mouse or keyboard. This is to be done by CMS or ISAWS Systems Support Staff. Advanced notification of at least 48 hours is requested.
  - g) Relocate a mouse or keyboard from an unoccupied workstation to replace equipment removed for repair or replacement. This is to be done, only when necessary, by CMS or ISAWS Systems Support Staff.
  - h) Use more than 3-4 monitor blocks under the monitor, as this is a safety risk and the monitor can easily be tipped over.

- i) Install any private printers to the ISAWS Computers. Requests for private printers will be reviewed by the Administrative Services Division and Installed by ISAWS Systems Support upon approval.
  - j) Take equipment home for personal use, including but not limited to, mouse, wrist rests, glare screens, etc.
  - k) Damage or misuse any equipment based on the policies within this directive. Damage or misuse shall result in corrective action, which may include disciplinary action up to and including termination.
2. It is expected that all Users of computer equipment will:
- a. Sign in and out all portable equipment, such as laptop computers, with the appropriate Systems Support Staff.
  - b. Sign in and out all portable equipment such as emulators, overhead projectors, PA systems, TVs and VCRs from Human Resources.
  - c. Return all portable equipment in the same condition that it was in when it was signed out. It is expected that Portable equipment will not be left on an unattended desk, as it may need to be locked up.
  - d. Report all non-functioning equipment, including portable equipment, immediately upon return to the appropriate Systems Support Staff so that necessary repairs can be made.

D. Acceptable Uses of Networks:

Department of Social Services provided network access is intended to be used to conduct Department business. Employees are encouraged to use technical resources as an efficient and effective business tool.

It is expected that Networks will be used in a manner that does not jeopardize security, confidentiality, or potentially subject the Department to litigation as a result of breaking any local, state or federal law related to privacy, public record or copyright.

E. Unacceptable Uses of Networks:

Department provided network access may not be used for transmitting, retrieving, or storing of any communications of a discriminatory or harassing nature or materials that may be perceived as obscene. Harassment of any kind is prohibited by Department and County policy. No messages with derogatory or inflammatory remarks about race, age, disability, religion, national origin, physical attributes, sexual preference or pornographic nature shall be transmitted. No abusive, profane or offensive language or pictures will be transmitted through the Department's network.

Electronic media may not be used for any other purpose that is illegal, against Department policy or contrary to the Department's best interest.

Computers and computer networks shall be used only for authorized Department business.

Confidential or sensitive information will not be transmitted without additional approved security measures or specific department authorization.

E-mail/Internet messages by County employees does not necessarily reflect the factual or legal views of the Department.

It is unacceptable for employees to use networks for personal gain or profit, or for personal reasons that would result in depleting Department resources, impeding the organization's ability to conduct business, or cause any interruption or delay in service to the public.

F. Network Communication:

Each employee is responsible for the content of all text, audio or images that he/she may place or send over the Department's network system. No electronic communications may be sent which hides the identity of the sender or misrepresents the sender as someone else, unless authorized in writing by departmental directive. All messages communicated on the Department's network system should contain the employee's name. Any messages or information sent by an employee to another individual outside of the Department are statements that reflect the Department. All communications sent by employees via the Department's network system shall be in compliance with this and other Department policies and may not disclose any confidential or proprietary Department information.

The sending of e-mails will be limited to not more than 100 people at a time, due to server capabilities.

G. Network Security:

It is required that all Department networks with access to the Internet be protected by a firewall approved by the Information Technology Department. Employees will abide by departmental, local, state, federal, and Internet Service Provider security policies as they apply to use within the Department. The Internet network administration routinely monitors usage patterns for its network communication for purposes of cost analysis, allocation, and managing the Department's gateway to the Internet.

All those using public networks such as Internet, Intranet, and electronic mail should be aware that any messages created sent, or retrieved over the Department's network are not private. Employees should use discretion when using public networks with nonencrypted data, if data security and confidentiality is an issue.

#### H. Computer Information:

All computer information created utilizing Department computing resources is the property of the Department. It is subject to applicable legal privileges and confidentiality requirements. All computer information entered on Department computers is not private and is subject to disclosure upon the demand of authorized Department offices at any time. The physical location of the computer does not alter this policy. Unauthorized printing or changing of computer information is not allowed.

As a condition of initial and/or continuing usage of the Department's e-mail/Internet facilities and resources, all employees are deemed to have consented to Department review and/or disclosure of e-mail/Internet records. E-mail/Internet records are to be treated like shared paper files, with the expectation that anything in them is available for review by authorized Department representatives. Employees have no right or expectation of privacy in e-mail/Internet communications. E-mail/Internet records may be subject to disclosure to law enforcement and/or government officials, or to other third parties through the Public Records Act request, formal discovery process, specific applicable statutes, or other process. Consequently, employees shall ensure that the business information contained in e-mail/Internet records is accurate, appropriate and lawful. The Department reserves the right to disclose employee e-mail/Internet records to law enforcement or government officials, or to other third parties without prior notification to or permission from the employee sending or receiving such records.

#### I. Implementation:

This Administrative Directive will be reviewed with staff at Benefits Orientation, New Employee Orientation or on the first day of employment, but no later than the fifth day of employment, and the signature sheet will be retrieved and submitted directly to Human Resources for filing in the employee's personnel record.

The policies listed in this Administrative Directive are in accordance with the policies issued by the County Human Resources & Employment Services Division.

System Support Staff have the authority to remove any unauthorized files or programs if the user does not remove them upon request.

This policy will be reviewed periodically for appropriateness and applicability, and may be modified within the sole discretion of the Department.

### III. RESPONSIBILITY

It is the responsibility of all staff to be aware of and comply with these policies. Any questions regarding the interpretation of these policies shall be promptly discussed by the employee with his or her supervisor. The Supervisor will consult with Administrative Services Division System Support staff if any conflicts regarding interpretations arise.

It is the responsibility of all Department Managers and Supervisors to ensure that each employee understands and complies with these policies. Non-compliance with these policies shall result in corrective action, which may include disciplinary action up to and including termination.

/s/ Marie Glavin  
Marie Glavin  
Director

02/01/00  
Date

I have been provided with a copy of the Monterey County Department of Social Services' Computer Policy Statement and Agreement. My acknowledgment of its receipt and my understanding of the policy are indicated by my signature below.

I understand that a copy of this acknowledgement will be placed in my personnel file.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Administrative Directive No. 10-03**

**TO:** All DSES Staff  
**DATE:** May 24, 2010  
**SUBJECT:** DSES E-MAIL POLICY  
**IMPLEMENTATION:** Upon Receipt

**PURPOSE:**

This document describes information security requirements for use of e-mail in the Department of Social and Employment Services (DSES).

**POLICY:**

The Monterey County e-mail system is intended for conducting County business. E-mail must be used in a manner that does not jeopardize security, confidentiality of customer information, and does not violate any County policy, or any of the local, state, and federal laws relative to privacy, public record, copyright, or patent.

1. Each person granted access to County network resources is responsible for the content, syntax, and format of all text, audio, or images that he/she may place or send over the network. No electronic communications may be sent which hides the identity of the sender or misrepresents the sender as someone else, unless authorized in writing by departmental directive.
2. E-mail users do not own their e-mail messages and should not assume that their communications are confidential or private. Every DSES employee is to exercise great care in using e-mail, and understand that there is no expectation of privacy.
3. DSES employees may not broadcast e-mail messages to a large number of users without specific authorization by the Department Head or Branch Director. The DSES Bulletin Board is to be utilized for messages for broad distribution.
4. Harassment of any kind is prohibited by County policy. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, political affiliation, physical attributes, or sexual orientation shall be transmitted.
5. The Department reserves the right to disclose employee e-mail/Internet records to law enforcement or government officials, or to other third parties without prior notification to or permission from the employee sending or receiving such records.



6. All transmissions of sensitive data via e-mail must be encrypted. Please see the DSES Encryption Policy (AD 10-02) for the details.
7. DSES employees are not to open e-mail attachments from an unknown source. If unable to verify the sender, call Systems Support at extension 4702 for assistance.
8. Chain e-mails are prohibited and are to be deleted immediately. The DSES employee is to request the sender to discontinue forwarding e-mail of this type.
9. Automatic e-mail forwarding to third party e-mail service providers is prohibited by County policy. Automatic e-mail forwarding violates regulatory requirements by potentially sending sensitive data without user involvement and assurance of appropriate security controls.

**DEFINITIONS:**

**Chain E-Mail** is defined as any message sent to one or more people that asks the recipient to forward it to others and contains some promise of reward for forwarding it or a threat of punishment for not doing so.

**Sensitive Data** is the information protected by government regulations; it includes Personal Identifiable Information (PII), Protected Health Information (PHI), and Federal Tax Information (FTI).

\_\_\_\_\_  
Elliott Robinson, Director

\_\_\_\_\_  
Date

Distribution: All staff

**Administrative Directive No. 10-04**

**TO:** All DSES Staff

**DATE:** June 3, 2010

**SUBJECT:** Guidelines for Use of Private and County Issued Cell Phones During Work Hours

**OBSOLETES:** AD 07-01

**IMPLEMENTATION:** Upon Receipt

**I. PURPOSE**

The purpose of this directive is to provide guidelines to staff regarding cell phone usage while at work, as cell phone usage during work hours can become a distraction to others.

**II. POLICY**

It is Department policy for staff not to use their cell phones (including texting) unless responding to urgent work-related matters or emergency personal matters during work hours. This does not apply while employees are on a break or at lunchtime.

In general, the policy is for staff to turn their cell phones off, or silence them while in the work place. This policy has special emphasis in meetings, in trainings, and while working directly with customers where use of cell phones is inconsistent with the department's expectation of courtesy, respect and professionalism.

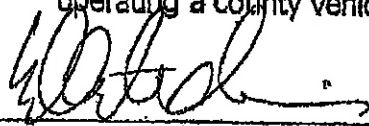
Cell phone use is disruptive to the work environment. In addition, when responding to non-work-related issues, employees are unnecessarily distracted while responding.

**III. GUIDELINES/PROCESSES**

- Always turn cell phones to the off position or vibrate mode when in meetings, in trainings, or customer interviews. Do not respond to personal text messages or e-mails.
- Do not excuse yourself to answer a call or text message unless it is an essential work-related matter or emergency situation. Plan on returning the call/text

during a break. Typically, business calls, texts and e-mails can be returned at a later time.

- If your phone indicates an incoming call or message let your cellular voice mail service take the call. Listen to or read the message later when you are alone, either at your workstation or on a break. This has special emphasis when you are in a meeting, in trainings, or with customers.
- Personal, non-work related use of cell phones during work hours should be limited to break time or lunch time.
- If you must answer an essential work-related or emergency situation call while in a meeting or training, excuse yourself from the room and answer the call outside the room. Let the person you are speaking to know that you may need to end the call due to your work priorities.
- If you must respond to essential work-related or emergency situation e-mail/text message while in a meeting or training, do so as not to interfere with the meeting or training and to limit distraction.
- When working directly with customers, be aware that cell phone use not directly related to the interaction can be perceived of as extremely disrespectful and should only occur if absolutely unavoidable.
- When possible, plan your call/texts before you begin work, during your break, during lunch, or after work hours.
- Personal emergency situations are assessed on a case by case basis, but typically will involve personal or family health and safety. Consideration is given to the need for communication with the schools of dependent children that cannot be handled during non-work hours, break time, or lunch time.
- Please refer to AD#08-02 for guidance regarding use of cellular phones while operating a county vehicle.



Elliott Robinson, Director

Distribution: All staff

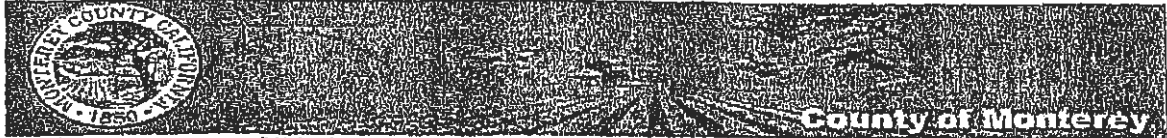
SR:er

***My signature below indicates my receipt of this policy and a copy of this acknowledgement will be placed in my personnel file.***

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Date



**COUNTY OF MONTEREY**  
**County Administrative Office**  
**Human Resources and Employment Services Division**  
**Office of Risk Management and Benefits**



**Workplace Violence Policy**

Full Revision 02/05/2010

IIPP – 32.0



**COUNTY OF MONTEREY  
WORKPLACE VIOLENCE POLICY**

**POLICY NO: IIPP-32.0**

Title: County of Monterey Workplace Violence Policy pursuant to the OSHA Act of 1970 "General Duty Clause" 29 U.S.C Section 654, 5 (a) 1 of the Federal Occupational Safety and Health Act states that "employers provide a workplace that is free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

Effective Date: March 16, 1999

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This section intentionally left blank.

County of Monterey  
County Administrative Office  
Human Resources Division  
**Workplace Violence Policy**

**I. Purpose**

To establish a program to manage the prevention of work place violence and a process of intervention to protect employees from threats of violence in the work place.

**II. Policy Statement**

It is the policy of County of Monterey to provide a safe and secure working environment reasonably free from fear of violence, aggression, intimidation, harassment or retaliation for all employees. Acts or threats of violence against the life, health or wellbeing of employees or members of their family or their property either in the workplace or in connection with that employee's conduct of County business will not be tolerated. Any such acts by County employees towards others constitute grounds for disciplinary action up to and including termination from County employment and may result in criminal prosecution. A threat may, in and of itself, constitute grounds for discipline regardless of whether or not the perpetrator intended to carry out the threat.

This policy will address the hazards known to be associated with the three major types of workplace violence as outlined by Cal OSHA.

- Type I involves a violent act or threat of violence by an assailant with no legitimate relationship to the workplace that enters the workplace to commit a criminal act.
- Type II involves a violent act or threat of violence by a recipient of service provided by our County such as a client, patient, customer, probationer, inmate or juvenile ward.
- Type III involves a violent act or threat of violence by a current or former employee, supervisor or manager or any other person who has some employment-related involvement with the County, such as an employee's spouse or significant other, an employee's relative or friend, or another person, other than a recipient of service, who has a dispute with a County employee.

**III. Definitions**

- Crisis Incident Response Team (CIRT): The CIRT are employees who are delegated the responsibility to evaluate and recommend courses of action with

regard to anyone who has demonstrated acts or conduct which constitute a threat or threats of violence in the work place. The following employees and their designees are designated as members of the CIRT:

County Administrative Officer  
County Counsel  
Human Resources Director  
Sheriff Department

In addition, appropriate Department Head and/or Division Manager or designee may be involved.

- Physical violence: Unwelcome physical contact between two parties. Physical violence includes assaults, sexual assaults or property damage deliberately caused.
- Verbal violence: Threats, verbal abuse, or harassment involving language designed to threaten, intimidate or do harm.
- Violent Acts:
  - a. Striking, punching, slapping, spitting or otherwise assaulting another person.
  - b. Fighting or challenging another person to fight.
  - c. Grabbing, pinching or touching another person in an unwanted way whether sexual or otherwise.
  - d. Engaging in dangerous, threatening or unwanted horseplay.
  - e. Possession of firearm, replica firearm, explosive device, or incendiary device on County property, in County vehicles, in other County equipment or while engaged in activities for the County in other locations, unless such possession or use is a requirement of the job or otherwise legally permitted or authorized.
  - f. Use or threat of use, of any object intended as a weapon of aggression (i.e. as opposed to justifiable self-defense), while engaged in County business at any location, or on County property, including parking lots, other exterior premises, or while in or using county vehicles.
- Weapons: Are defined as firearms, chemical sprays, clubs or batons, and knives, and includes any device, tool, chemical agent, or other implement capable of bodily harm if it is used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.
- Workplace: any location where County business is conducted by County employees including vehicles and parking lots.
- Written violence: Written threats including letters, notes, texting, e-mail, blogging, plans or drawings describing, detailing, warning or delivering threats.



#### IV. Prohibited Acts and Behavior

Employees of the County of Monterey shall not engage in, encourage or promote acts of harassment, intimidation, violence, threats, coercion, and abusive and/or assaultive behavior toward an employee, a member of an employee's family, or other person, if in connection with that employee's County employment, or intentionally damaging property owned, operated or leased by the County.

Department management is prohibited from authorizing employees to carry weapons while engaged in County business unless carrying a weapon is required by the job classification of the employee and there are specific policies and procedures which govern the use and/or display of the weapon.

Employees engaged in County business shall not carry self-defense weapons in violation of any law or this policy. Employees who carry a legal self-defense weapon shall notify the department head in writing of what type of weapon is being carried. Employees who carry legal weapons for self-defense may be in violation of this policy and may be subject to personal civil liability and legal prosecution in the event of: accidental discharge or loss of the weapon; use, threat of use, or display of the weapon while engaged in County business; or violation of any law related to carrying a legal self-defense weapon while engaged in County business. Examples include but are not limited to: concealed weapon (handgun permit), mace, pepper spray or other chemical agents, stun guns.

#### V. Responsibilities

##### CIRT Members

To facilitate the appropriate actions related to any work place threat of violence and to mobilize and direct the necessary resources to ensure the safety of County employees, vendors, visitors and other member of the public and property. Recommend to Department Heads alternative actions relative to the incident.

##### Department Heads

- Report threats or acts of work place violence immediately to any member or designee of the CIRT.
- Provide assistance possible to allow the CIRT to proceed in the assessment and evaluation of the threat of violence incident.
- Document pertinent information relative to the incident.
- Take the online Work Place Violence training.
- Ensure that the appropriate staff members receive the necessary training to identify probable threats of work place violence.
- Ensure that appropriate action is taken relative to the incident. Examples are disciplinary action, counseling, trauma intervention, medical referral, EAP referral, etc.

- Ensure that all members of the department are aware of this process and understand the importance of timely reporting.

#### Managers and Supervisors

Managers and Supervisors share the responsibility for implementing and enforcing the provisions of this program for County of Monterey. The employer shall:

- Conduct new employee orientation on the County Workplace Violence Policies, procedures and work practices.
- Conduct annual review of the County Illness and Injury Prevention Program (IIPP) for Workplace Violence Policy with all employees.
- Take the online TargetSafety Work Place Violence training.
- Present training programs designed to address specific aspects of workplace violence prevention unique to each Department's working environment.
- Post or distribute Workplace Violence Policy to inform employees and management at all levels of this policy.
- Implement and communicate a procedure that encourages employees to inform management about workplace violence hazards or threats of violence.
- Report Threats or acts of violence immediately to any member or designee of the CIRT, and to their Department Head.
- Assure that incident documentation is accurately provided and reported in a timely manner.
- Document and maintain incident records and follow-up actions.

#### Employees :

- Report threats of violence immediately to any member or designee of the CIRT, and to a supervisor.
- Review the policy, sign the Employee Workplace Violence Policy Acknowledgment form and fully comply.
- Request information from those who should be familiar with this policy (the Trainer, Supervisor, Manager or Department Head) to clarify any points of misunderstanding.

- Ensure compliance of this policy by refraining from behaviors that are in violation with this policy prohibiting threats or acts of violence in the work place.
- Provide all assistance possible to allow the CIRT to proceed in the assessment and evaluation of the threat of work place violence.

#### VI. Worksite Security Rules

- **Suspicious Persons:** All employees should be alert to persons whose actions or presence appears to be of suspicious nature not typically expected of an ordinary employee, customer, or visitor. If employees have doubts concerning the intentions of any such person, they should avoid the individual if possible, quickly but quietly notify a supervisor, and/or follow other applicable security procedures.
- **Access to Premises:** Employees should be on the premises only during normal business hours or authorized hours of work.
- **Visitors:** Individuals not employed or contracted by the County should be accompanied by a County employee when they are afforded access to areas normally restricted to employees only. Employees bringing visitors shall request authorization from a supervisor prior to affording access to areas normally restricted to employees only.

#### VII. Hazard Assessment

Each department will perform workplace violence hazard assessments for security in the form of periodic inspections. The County Safety Officer or other designated representative may provide assistance with the inspections. A hazard assessment shall be conducted according to the following:

- When the IIPP for Workplace Violence is initially established.
- When new or previously unidentified workplace violence hazards are recognized.
- When potential workplace violence conditions warrant an inspection.

#### VIII. Incident Reporting Requirements

Episodes of workplace violence can only be reduced if employees are willing to report threats of violent behavior.

Any employee who believes he or she has been a subject of workplace violence or is a witness of such act shall report immediately the alleged incident of workplace

violence or threat of violence to a Supervisor, Manager, Department Head or Manager in the Human Resources Department. An employee may also report the incident to the appropriate law enforcement agency.

Information about a workplace violence incident will remain confidential and will be disclosed only to those who have a need to know. No one who initiates a good faith complaint or reports an incident under this policy may be subject to adverse personnel action.

Supervisors and Managers who have received reports of or have knowledge of workplace violence situations shall complete "Appendix B of the County of Monterey Workplace Violence Policy Incident Report Form" and inform a Department Head and Human Resources as soon as possible.

The appropriate law enforcement agency shall be notified of the incident, at the discretion of the Department Head.

Incidents involving workplace violence shall be resolved by management, employing disciplinary measures for employees, and either appropriate steps taken to deal with the public or referred to local law enforcement.

Failure to report an incident shall subject employees to appropriate disciplinary action.

#### IX. Response to Immediate Threat or Danger

This policy does not require or encourage employees to intervene in a violent situation or to place themselves in danger.

- In the event of an immediate threat or violent act contact law enforcement by dialing 9-9-1-1.
- All people, whether employed by the County or not, should be evacuated from the area, if it is warranted and can be done safely. The evacuation shall follow the procedures contained in the Evacuation and Emergency Action Plan section of the Injury and Illness Prevention Plan (IIPP).

#### X. Investigations

Workplace violence incidents involving County employees must be investigated to determine if steps can be implemented to prevent like incidents from recurring and/or to gather information for possible criminal/civil action.

The CIRT shall conduct, or authorize, an investigation into the incident within 48 hours of having received the report. Upon completion of the investigation an appropriate response shall be prepared.

If there is employee misconduct, then disciplinary action will be taken against the employee(s) involved.

If the risk or threat came from a member of the public, the Agency will evaluate security measures and/or institute new procedures for dealing with the specific public person and incident reported to appropriate law enforcement authorities.

#### XI. Monitoring

Departments shall monitor the effectiveness of the Workplace Violence controls in place at their facilities to ensure compliance with the County's Workplace Violence Policy's prevention practices. The County Safety Officer shall monitor the Workplace Violence Policy for its effectiveness.

#### XII. Annual Inspections

Inspections for workplace violence hazards will be conducted annually in the context of the annual Injury and Illness Prevention Program audit. This inspection will consist of identification and evaluation of the potential hazards of any changes in workplace function. Records of workplace violence inspections, including the name of the person conducting the inspection, are to be recorded and retained for five years.

#### XIII. Employees Participation

All employees are encouraged to take an active role in creating a safe work environment. Any questions or comments regarding this policy shall be directed to the Human Resources Department.

#### XIV. Disciplinary Procedures

Employees found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment. An employee convicted of a violent crime, or engaging in off-duty behavior which violates this policy, may be subject to disciplinary action, if during the crime or behavior, the employee represented him/herself as a County employee.

Appropriate actions may include;

- Immediately placing an employee on Administrative Leave, and having the employee leave the premises, pending investigation; and/or
- Asking any threatening or potentially violent person to leave the site; and/or
- Immediately contacting an appropriate law enforcement agency, if necessary, to assure safety is maintained and removal of the offender from the work site, and to determine if a violation of the law has occurred.

## XV. Policy Support Elements

**Critical Incident Policy:** This policy has been established by the County Administrative Office to provide supervisory referrals to the Employee Assistance Program (EAP). The referral assists employees who have experienced a traumatic incident while performing their duties.

**County Personnel Policies and Practices Resolution:** The County Counsel's Office assists departments in responding to employee discipline issues. The Human Resources Division, County Administrative Office assists departments in complying with personnel regulations.

**County Ordinance 3537:** The Monterey County Code establishes policies and procedures for the investigation and resolution of discrimination complaints. These complaints may be related to harassment, threats, acts of violence, and other human rights violations. The Equal Opportunity Office provides assistance in resolution of these complaints.

**County Safety Program:** Section 32.0 of the County safety manual, Injury and Illness Prevention Program, provides guidelines on workplace security. The County Safety Officer, Human Resources Division, County Administrative Office assists departments in compliance with safety regulations.

**Temporary Restraining Order:** The County Counsel's Office will assist department management in obtaining an employer's workplace Temporary Restraining Order (TRO) when circumstances warrant.

**Policy Compliance:** The Human Resources Division, County Administrative Office is authorized by this policy to audit departments to assure compliance with this policy. The Human Resources Division may also recommend and implement training, surveys, or other quality control procedures to evaluate the effectiveness of this policy.

Appendix A

County of Monterey  
County Administrative Office  
Human Resources Division  
Employee Workplace Violence  
Policy Acknowledgement Form

The County of Monterey is committed to providing and maintaining a safe work environment free from the threat of violence, aggression, intimidation, harassment, or retaliation for all employees and the public. It is the policy of the County of Monterey that threats of violence or violent behavior, direct or implied, will not be tolerated in the workplace. Acts or threats of violence against the life, health, and well-being of employees or members of their family or their property either in the workplace or in connection with that employee's conduct of County business will not be tolerated.

This policy covers acts or threats of violence, whether made directly or indirectly, including but not limited to words, gestures, correspondence, phone calls, or other electronic communication, symbols or physical acts which threaten the safety or security of County employees or which may inhibit County employees from conducting business or providing services in an environment of safety and security. This also includes, but is not limited to, threats on County premises, at County functions, or any other location where violence or threats of violence may have an adverse impact on the County's ability to do business or provide services.

Employees of the County of Monterey shall not engage in, encourage or promote acts of harassment, intimidation, violence, threats, coercion, and abusive and/or assaultive behavior toward any person while in the course and scope of employment. Department management is prohibited from authorizing employees to carry weapons while engaged in County business unless carrying a weapon is required by the job classification of the employee and there are specific policies and procedures which govern the use and/or display of the weapon. "Weapons" are defined as firearms, chemical sprays, clubs or batons, knives, and includes any device, tool, chemical agent, or other implement capable of bodily harm if it is used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

Threatening statements or actions, or violent behavior at any County Workplace where County work is conducted shall be reported immediately to department supervision. Supervisors shall assure the incident is reported directly to the Department Head immediately.

Employees are encouraged to contact the appropriate law enforcement agency in cases where there is an imminent potential for violence.

Employees found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

I acknowledge that I have received, read, understand and have been trained on the County of Monterey Workplace Violence Policy.

\_\_\_\_\_  
Employee Name (please print clearly)

\_\_\_\_\_  
Department

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Appendix B

County of Monterey Workplace Violence Policy  
Incident Report Form

Instructions:

This form shall be used by Managers/Supervisors to document incidents of workplace violence or violations of the County of Monterey Workplace Violence Policy. Narratives and other documentation may be attached.

Reporting Department: \_\_\_\_\_ Division: \_\_\_\_\_

Address/Location of Incident: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_

Description of Incident: (Sequence of events and circumstances. Use extra paper if needed)

Description of Fatalities, Injuries, Property Damage:

Names of employees involved (Attach employee's statements):

Name or description of others involved (Attach statements):

Name or description of witness(s) (Attach statements):

List responding public safety agencies:

Any attachments? Yes No            If yes, describe:

A copy of this report will be sent to and verbal notification was made to:

County Counsel Date/Time: \_\_\_\_\_ Name of contact: \_\_\_\_\_

CAO/HR/Risk Date/Time: \_\_\_\_\_ Name of contact: \_\_\_\_\_

Department Head Date/Time: \_\_\_\_\_ Name of contact: \_\_\_\_\_

Report by (Manager/Supervisor print name) \_\_\_\_\_

Signature (Manager/Supervisor) \_\_\_\_\_

Title: \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

Describe actions taken to maintain safety and security of work site (Use Incident Investigation Follow up Report):





## Appendix C

### Policy Revision History

Date	Revised By	Updates
3/16/1999	Gary L. Metzler	Effective Date
7/9/2009	Maria C. Sandoval	<ul style="list-style-type: none"> <li>• Added Cover Sheet</li> <li>• Added Table of Contents</li> <li>• Included Appendix A – Policy Acknowledgement Form</li> <li>• Included Appendix B – Incident Report Form with minor updates</li> <li>• Added Appendix C - Policy Revision History</li> <li>• Changed the bullet format from numerical to Roman numerals</li> <li>• Added "Acts" to Prohibited Behavior</li> <li>• Minor Responsibilities</li> <li>• Added Employee Responsibilities</li> <li>• Added Worksite Security Rules</li> <li>• Added Hazard Assessment</li> <li>• Minor modifications to Incident Reporting Requirements</li> <li>• Added Investigations</li> <li>• Added Monitoring</li> <li>• Added Annual Inspections</li> <li>• Added Employee Participation</li> </ul>
10/29/09	Maria C. Sandoval	<ul style="list-style-type: none"> <li>• Added Approval section</li> </ul>
2/5/2010	Maria C. Sandoval	<ul style="list-style-type: none"> <li>• Added the CIRT (Crisis Incident Response Team)</li> <li>• Separated the responsibilities by CIRT, Department Head, Managers and Supervisors and by employees.</li> </ul>

*Before the Board of Supervisors in and for the  
County of Monterey, State of California*

Resolution No. 91-384 ----  
Establishing the "Monterey  
County Drug-Free Workplace  
Policy" . . . . .

WHEREAS, the County of Monterey is desirous of providing and maintaining a safe workplace for all its employees; and

WHEREAS, the County of Monterey desires to protect the health, safety and well-being of employees and of the public,

BE IT RESOLVED THAT, the County does hereby establishes the following policy for all its employees and volunteers; which shall be known as the "Monterey County Drug-Free Workplace Policy."

POLICY

1. The unlawful manufacture, sale or distribution, dispensing, possession, use or being under the influence of a controlled substance is prohibited while on County property, at a County location, or while on duty as a County employee or volunteer.
2. In the case of any County employee or volunteer found to have violated any of the prohibitions contained in Section 1, appropriate disciplinary action consistent with any applicable collective bargaining agreement covering that employee and/or consistent with the current Monterey County Personnel Resolution, as amended, will be taken.
3. In addition to compliance with Section 1 of this policy, any County employee or volunteer engaged in the performance of duties or services pursuant to a federal grant or contract must as a condition of employment, notify the appointing authority (or his/her designee) of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. If the violation occurred at a work site where work is/was being done in connection with a specific federal grant or contract, the appointing authority shall inform the grant administrator and the granting agency within ten (10) days of such notification.
4. If any appointing authority (or his/her designee) becomes aware of any criminal drug statute conviction for a violation occurring in the workplace through some means other than Section 3 of this policy, and if the violation occurred at a work site where work is/was being done with a specific federal grant or contract, the appointing authority (or his/her designee) shall inform the granting agency within ten (10) days.
5. If the appointing authority (or his/her designee) becomes aware of any criminal drug statute conviction for a violation occurring in the workplace, ~~it will take appropriate~~ disciplinary action against such employee, up to and including