

ORIGINAL

**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 \$ 469,200.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from March 1, 2014 to June 30, 2014, 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 HIPAA Business Associate Agreement
- Exhibit C Budget
- Exhibit D Invoice
- Exhibit E Productivity Report
- Exhibit F Lobbying Certification
- Exhibit G 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:
Barbara Verba, Deputy Director/Benefits	Renee Carter, President/CEO
Name and Title	Name and Title
1000 South Main Street, Suite 208 Salinas, CA 93901	P.O. Box 162639 Sacramento, CA 95816
Address	Address
(831) 755-4403	(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.



SOLUTIONS WEST**Scope of Services/Payment Provisions***March 1, 2014 – June 30, 2014***I. CONTACTS**

For County: **Barbara Verba**
 Monterey County Dept. of Social Services
 1000 S. Main Street
 Salinas, CA 93901
 (831) 755-4403

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 eligibility work that needs to be processed. The County has implemented major program operation changes since July that have required additional staff to perform new and/or changing functions, staff participation in the planning effort, and time lost from the job because of the need to attend extensive training on the changes. The County is not able to hire sufficient eligibility workers to manage the work due to the time it takes to recruit and train staff. Due to the cyclical unemployment pattern in Monterey County, the County has seen an increase in applications beginning in November and running through March 2014. The County has added and will continue to add workload as a result of the Affordable Care Act (ACA)/ Health Care Reform (HCR) which has an enrollment period from October 2013 to March 2014.

The County is in the process of implementing ACA/HCR and developing and refining policies and procedures to support that effort. The assistance of an on-site Business Analyst who has knowledge of eligibility work processes, the C-IV automated system, ACA/HCR and the state CalHEERS system is needed to support the County in developing and writing policies, procedures, handbooks, training materials and job aids to implement ACA/HCR. Additionally, assistance is needed with assuring that planning meetings are facilitated, timelines are met, and training is provided to staff on ACA/HCR policies, procedures and handbooks.

Contractor has experience in providing eligibility case processing services in Riverside County. They worked with Riverside County to bring in their own staff, as



well as recruited and hired eligibility workers from other counties to work part-time in Riverside County. Riverside County operates using the same C-IV automated system that is used in Monterey County. With their team, Contractor processed 1,500 case renewals and restorations in all programs, with the majority in Medi-Cal.

Contractor has Business Analyst staff that has a thorough understanding of the key provisions of the ACA/HCR, who have developed training and provided training on the functionality of the CalHEERS automated system, which is California's system for ACA/HCR. They have worked, designed, built and delivered training to county line-staff in the C-IV eligibility environment and for Covered California with the CalHEERS automation system. They have provided business consultation and project management services in support of system upgrades in other state departments such as the California Department of Corrections and Rehabilitation, as well as in states such as Vermont and Alaska public assistance agencies.

III. SERVICES TO BE PROVIDED

A. Eligibility Staff

Contractor shall provide a Case Processing Team consisting of minimum of 7-members (1-lead; 6- Workers). The Lead Worker will be responsible for providing on-site supervision of the Team and will review a minimum of the first 5-renewals/reports processed for accuracy. If work is not completed accurately, upon consultation with the assigned Department liaison, an additional 5-renewals/reports will be reviewed.

Work to be completed may include::

- Process up to 6,900 Medi-Cal renewals, (assume process 1-renewal/report per hour);

Process assigned CalFresh/Medi-Cal IEVS and PVS Reports (assume process 1-report in 15 minutes);

Contractor shall be reimbursed at an hourly rate of \$85.00 per hour (includes 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 will be the duration of the agreement, unless there is agreement by the 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 unsatisfactory performance.



B. Business Consultant

The County requires assistance with development of policies, procedures, handbooks, training materials and job aids to support ACA/HCR. Contractor will provide an on-site business analyst to support Monterey County with this effort, including conducting the following tasks:

- Assisting with the review, development and writing of County policies, procedures, handbooks, training materials and job aids;
- Providing project management support services with the implementation of HCR policies, procedures, handbooks, training materials and job aids including monitoring project milestones and deadlines;
- Assisting in the provision of training to staff on HCR policies, procedures, handbooks and job aids;
- Providing Touch Point Meetings; and
- Participating in and/or facilitating designated County Meetings.
- A minimum of 80% of billable hours will be performed on site, unless approved by a designated Monterey County representative.

Contractor shall be reimbursed at an hourly rate of \$125 per hour (including travel and related expenses) for a maximum of 680 hours for the period March 1, 2014 – June 30, 2014.

C. Payment Schedule:

The costs associated with this Agreement are summarized in the table below. The Charges for HCR Support Services will be billed in accordance with Section V. of the Agreement.

SFY 2013/14		Total	
Activity	Hours	Rate	Cost
Business Consultant	680	\$125/hour	\$85,000
Lead Worker	680	\$85/hour	\$57,800
Eligibility Worker	4,080 680 x 6 EW's	\$80/hour	\$326,400
			\$469,200

D. Staffing Requirements-Hiring

- a) Contractor agrees to conduct a pre-employment screening and obtain references and resumes for all personnel, including verification of all professional licensure or certification.
- b) 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 (retired more than six months under Pers and who will not exceed the maximum 980 hours worked, with all employers combined, in the



current fiscal year), 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) The 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) The Contractor agrees to replace an unsatisfactory Contractor Employee within twenty four (24) hours of notification.
- f) If at any time beyond the nine (9) or 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 the Contractor.

E. Staffing Requirements-On Site

- a) Contractor will confirm arrival of its employees by telephone within one-half hour after scheduled arrival time.
- 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 G** to this Agreement. Contractor shall e-mail a signed Policy Packet for each employee to County's Human Resources Branch (DucoingL@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 the 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.



F. 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 at Contractor's expense. The background check must include Livescan fingerprinting with the Dept. 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**. **CONTRACTOR** shall submit an invoice to **COUNTY** on the 10th of the month for services rendered in the previous month. Invoices shall identify individual 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 the **COUNTY** to the **CONTRACTOR** under this Agreement shall not exceed **four hundred sixty-nine thousand, two hundred dollars (\$469,200)**.



BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st day of March, 2014 by and between **MONTEREY COUNTY**, hereinafter referred to as "Covered Entity", and **Solutions West, Inc.** hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled **agreement to provide temporary Eligibility staff for Department of Social Services**, dated **March 1, 2014**, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

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 Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement 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.



EXHIBIT B

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

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate 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 Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement 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 Covered Entity;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate 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, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate 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 Business Associate 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 Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its



EXHIBIT B

capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

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

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate 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, Business Associate 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 Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder



EXHIBIT B

on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this 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 days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY:
MONTEREY COUNTY**

By: _____

Title: DSS Director

Date: _____

**BUSINESS ASSOCIATE:
SOLUTIONS WEST, INC.**

By: *[Signature]*

Title: President

Date: 02-21-2014



SOLUTIONS WEST*March 1, 2014 – June 30, 2014***BUDGET**

Activity	Total
Business Consultant 680 hours @ \$125/hour	\$85,000
Lead Worker 680 hours @ \$85/hour	\$57,800
Eligibility Worker (6) 680 hours x 6 = 4,080 4,080 hours @ \$80/hour	<u>\$326,400</u>
TOTAL:	\$469,200



P.O. Box 162639, Sacramento, CA 95816
 phone 916.469.9949 | web solutionswest.com

Invoice # [# here]

Organization Name
 Attn:
 Mailing Address

Invoice #: [# here]
Invoice Date: [date]
Contract Number: [contract#]
Amount of this Invoice: \$ -

Name of Project, Service Period of Invoice

Personnel	Hours [week of]	Hours [week of]	Hours [week of]	Hours [week of]	Total Hours	Rate	Total
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -
					0.0	\$ -	\$ -

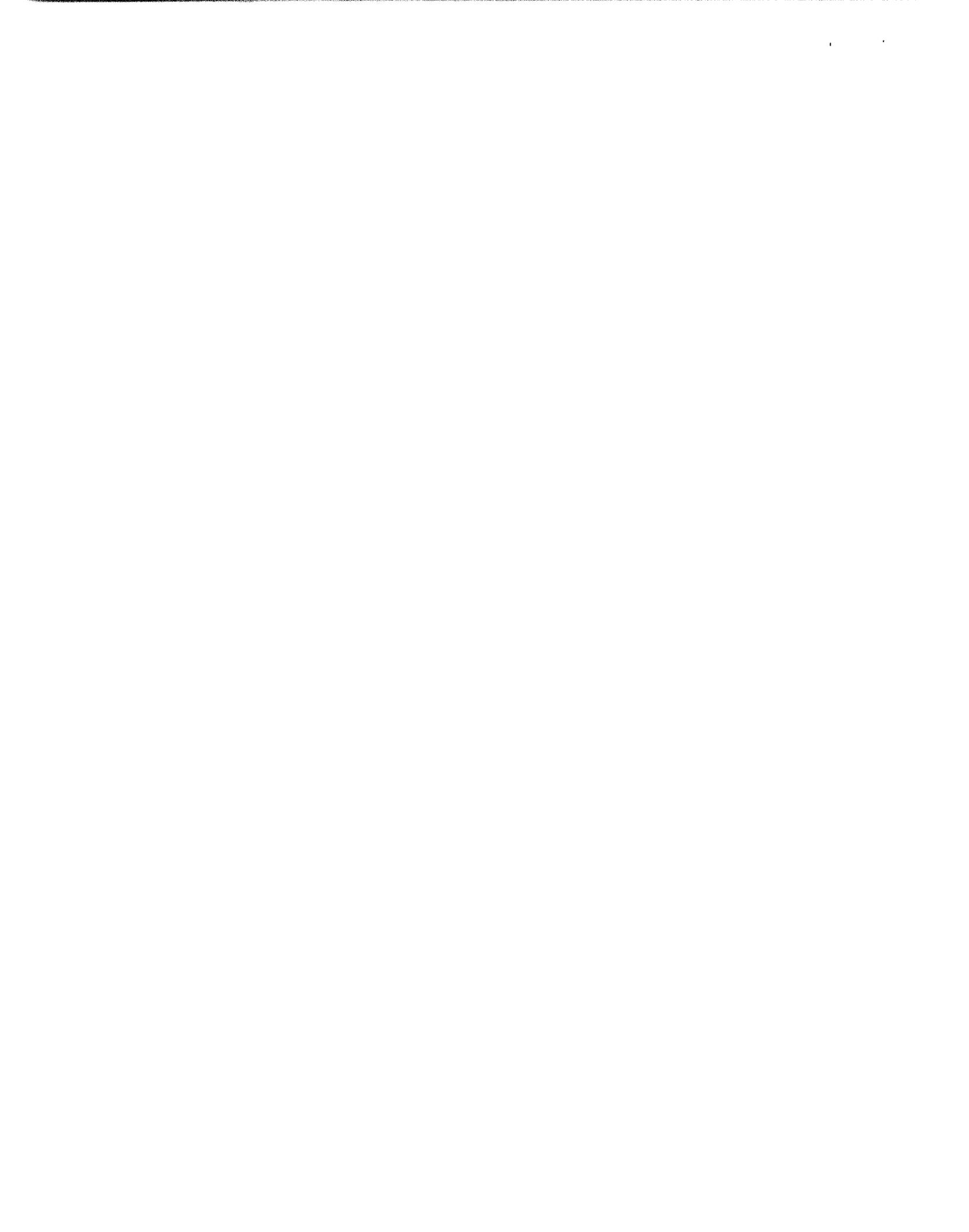
Total \$ -

Invoice Contact Information

Submitted by: Renee Carter, SolutionsWest, (916) 765-7886

**Remit to
 SolutionsWest, Inc
 Box 162639
 Sacramento, CA 95816**

I certify that this invoice is true and correct to the best of my knowledge.



SolutionsWest Productivity Report

Program	Task Description	Due Date	Open/Closed	Action	Column 1
CalFresh	IEVS Applicant information is available for XXXX	12/21/11	closed		
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		previously cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012	closed		
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		previously cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-4	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		previously cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		previously cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012	CFET only	cleared	
CalFresh	SAVE information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	



SolutionsWest Productivity Report

Program	Task Description	Due Date	Open/Closed	Action	Column 1
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-5	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	SAVE information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	SAVE information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012	closed		
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		RE pending	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012	closed		
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-3	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012	closed		
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-4	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		no action	
CalFresh	SAVE information is available for XXXX	12/01/2012		cleared-4	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-3	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-2	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		no action	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-5	
CalFresh	IEVS Applicant information is available for XXXX	12/01/2012		cleared-7	

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, Inc
Agency/Organization

02-21-2014
Date

Solutions West- DSS Policy and Informational Documents for temporary staff

- Emergency Contact Form*
- C-IV Universal Regional Call Center Security Agreement*
- AD 04-02 Dress Policy *
- AD 00-03 Dept. 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** plus AD 98-05 DSS Non-Discrimination/Non-Harassment Policy
- County Equal Opportunity for Persons with Disabilities and Reasonable Accommodation Policy**
- County Prevention of Sexual Harassment Policy**
- Identification badges and electronic keys

*Requires signature or sign off

** Combined policies on sign off sheet

Submit all signed policy pages to Monterey County Department of Social Services Human Resources office at 1000 S. Main St. Suite 308, Salinas, CA 93908, fax to (831) 755-8404, or email to ducoingl@co.monterey.ca.us



MONTEREY COUNTY
DEPARTMENT OF SOCIAL
& EMPLOYMENT SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

EMPLOYEE'S EMERGENCY CONTACT NOTIFICATION FORM

Employee No: _____ Soc. Sec. # _____

Name: _____

Home Address: _____ City: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Work Location: _____

Supervisor: _____

In Case of Emergency please notify:

Name: _____
 Address: _____
 City/State/Zip: _____
 Relationship: _____
 Home Phone: _____
 Work Phone: _____
 Cell Phone: _____

OR

Name: _____
 Address: _____
 City/State/Zip: _____
 Relationship: _____
 Home Phone: _____
 Work Phone: _____
 Cell Phone: _____

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

Employee Signature

Date



C-IV Universal Regional Call Center Security Agreement

As a Regional Call Center (RCC) agent, you will be granted access to confidential information that is contained within the C-IV System and certain State and federal systems. This confidential information includes but is not limited to all County, State 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 an RCC agent, you are responsible for protecting the Confidential Information by following the security procedures set forth below.

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

1. All data in the C-IV System or any State and/or federal systems accessed in the course of your RCC agent duties is confidential and shall not be disclosed to any unauthorized person(s) or group(s).
2. You may use the C-IV System or any State and/or federal systems accessed in the course of your RCC agent duties, only for those specific functions for which you are authorized. Personal, non-RCC business, and/or unauthorized use of these systems are prohibited.
3. Your universal access to the C-IV County's data is granted for the sole purpose of carrying out your assigned duties as a RCC agent.
4. You understand it is illegal for you to knowingly access any of the systems used in the course of your duties as a RCC agent, 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 the C-IV System, and any State and/or federal system in an unlawful manner including to defraud, deceive, extort, or control data for personal gain.
5. You are not permitted to leave the C-IV System unattended at any time. When leaving a C-IV Workstation, you must log off or lock the C-IV System.
6. Any suspected violation of this *C-IV Universal Regional Call Center Security Agreement*, and any misuse or non-compliance with the C-IV operating standards and procedures, shall be reported immediately to the C-IV Contact Center (CC) Manager. The C-IV CC Manager will escalate the report to the appropriate County entity..
7. Your violation of this Agreement will result in denied access to the C-IV system and you may be subject to discipline, up to and including termination from employment, and prosecution under the California Penal Code.

I acknowledge that I have read and understand the entirety of this Agreement and agree to the terms herein.

Print RCC Agent Name	RCC Agent Signature	Date
Print Agency Representative Name	Agency Representative Signature	Date
C-IV County Agency	Agency Representative Title	

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

Monterey County Department of Social Services



Administrative Directive No. 00-03

TO: All Staff January 31, 2000
SUBJECT: Department Computer Policy Statement and Agreement
IMPLEMENTATION: Upon Receipt

I. PURPOSE

This Administrative Directive provides policy and procedures for users of county, state and federally provided computer equipment. This includes, but is not limited to, individual desktop and laptop workstations, printers and network equipment. It is the responsibility of every user to safeguard the equipment provided to them.

This directive provides important policy and procedures, which will:

- Minimize the potential for damage to workstations and equipment,
- Assure legal compliance with software usage,
- Assure maintenance of original configurations for easier troubleshooting, and
- Assure compliance with state system mandates.

II. POLICIES

A. It is expected that Users of all computer equipment **will not**:

1. Install any personal software, including screen savers, without written authorization from Administrative Services Division (ASD). Only standard screen savers and wallpapers that came with the system may be used. This is to protect against the introduction of viruses to the networks and comply with contractual maintenance agreements.
2. Make any modification or configuration changes to network workstations (CMS, ISAWS) without the prior written approval of the System Support Manager for that system. This includes saving of any unauthorized, executable (.exe) files to the hard drive.
3. Make unauthorized copies of county-owned software for personal, home or other use.
4. Use "shareware" or other legally free software unless authorized by the PC Support Analyst in ASD.
5. Copy in any form licensed, commercial software programs and/or written user materials such as manuals for personal computers.

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.

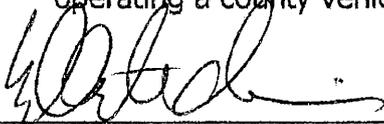
Cell phone use is disruptive to the work environment. In addition, when responding to non-work-related issues, employees are unnecessarily distracted while responding.

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

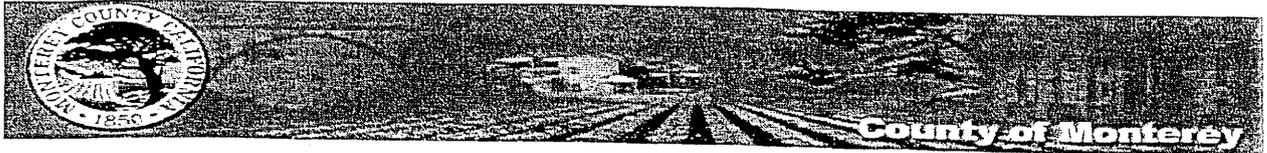
SR:sr

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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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, tools 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):

Incident Investigation Follow up Report

Incident Type:

Injured Employee:

Incident Date:

Incident Investigation Closed Date: _____

Corrective Actions (<i>actions short term, intermediate, and long term</i>)	By who	By when	Completed Y/N and Date	Comments

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

*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 Reslution, 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

termination, as provided for in any applicable collective bargaining agreement covering the employee and/or the Monterey County personnel Resolution, as amended and/or will require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

6. In order to assure employee drug-free awareness and policy, the County shall provide the following program for all County employees and volunteers: distribution to each County employee and volunteer of (1) a brochure on the dangers of drug abuse; (2) distribution to all County employees and volunteers of a copy of this policy, and (3) dissemination of information regarding the County Employee Assistance program, in order to provide counseling and/or referral for extended counseling and/or treatment of drug-related problems. In addition, copies of applicable Monterey County collective bargaining agreements and of the current Monterey County Personnel Resolution, as amended, shall be available at each department work site for County employee and volunteer review.
7. The County will make good faith efforts to continue to maintain a drug-free workplace as described above.

PASSED AND ADOPTED on this 23rd day of July, 1991, upon motion of Supervisor Del Piero, seconded by Supervisor Strasser Kauffman, by the following vote, to-wit:

AYES: Supervisors Del Piero, Shipnuck, Perkins, Karas & Strasser Kauffman.

NOES: None.

ABSENT: None.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page Minute Book 65, on July 23, 1991
Dated: July 23, 1991

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

By Ernest K. Morishita

Monterey County
Policy Acknowledgement Statement

Pursuant to Resolution No. 91-384 Monterey
County Drug-Free Workplace Policy

By my signature, I acknowledge that I have been provided with a copy of the Monterey County Drug-Free Workplace Policy and understand that the purpose of this policy is to protect the health, safety, and well-being of employees, volunteers and the public.

I understand, as an employee or volunteer of the County, that I shall, in the performance of my duties, while on County property or at a County location, not engage in the unlawful manufacture, sale or distribution, dispensing, possession, use, or be under the influence of a controlled substance.

Additionally, I understand that employees or volunteers 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.

Name of Employee (Print)

Signature	Date

EQUAL OPPORTUNITY AND NON-DISCRIMINATION POLICY

I. INTRODUCTION

It is the policy of the County of Monterey not to engage in unlawful discrimination against or harassment of any person employed or seeking employment or contracting with the County on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age (40 and over), sexual orientation, citizenship, status as a covered veteran, or any other classification protected by local, state, or federal law.

II. EQUAL OPPORTUNITY

As provided by State and Federal laws, the County of Monterey will ensure equal opportunity and nondiscrimination in all personnel, business and services related actions. The County maintains and promotes a policy of equal opportunity and is committed to maintaining a work environment that is free from unlawful discrimination. The County will be successful only when people are treated fairly and allowed to advance and achieve their full potential. The County is proud to extend equal opportunities to all qualified employees, individuals, job applicants and businesses without regard to protected classifications.

Decisions and practices based on an individual's protected classification that unlawfully affect employment or compensation, terms or privileges of an individual's employment, potential employment, business or services with the County are prohibited by this policy. This includes unlawful decisions, actions and practices that occur in the course of recruitment, testing, hiring, work assignments, salary and benefits, working conditions, performance evaluations, promotions, training opportunities, career development and advancement, transfers, discipline, dismissal or any other application or selection process relating to County employment, or the provision of County services or business opportunities.

III. HARASSMENT

It is the policy of the County of Monterey to promote an environment free from harassment having the effect, either directly or indirectly, of unlawful discrimination. The County values its employees and strives to provide a nurturing environment where there is mutual respect and support. To foster such an environment, the County is committed to maintaining an environment that is free from harassment because of a protected classification. Harassment based on a protected classification is strictly prohibited.

Harassment is a form of misconduct that undermines the integrity of the employment environment. Harassment is any behavior that intimidates, threatens, degrades, torments, or places demands on another, based on one or more of the categories listed in the Introduction, to

the extent that the conduct unreasonably interferes with the employee's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of harassment include, but are not limited to:

- Verbal conduct, such as ethnic or racial slurs, epithets, derogatory or insulting comments, taunting, heckling, unwanted sexual advances or comments, racial or sexual jokes;
- Physical conduct, such as inappropriately impeding or blocking movement, gestures, or unwelcome touching;
- Visual conduct, such as derogatory or sexually oriented posters, photographs, letters or other writings, emails, cartoons or drawings;

It is the policy of the County of Monterey that such harassment shall not be tolerated, condoned or trivialized. Any harasser, if a County employee, manager or official, shall be subject to appropriate discipline, including possible dismissal, as determined by the appropriate department head or appointing authority, upon due consideration of the findings and recommendation of the Equal Opportunity Officer. A harasser who is a contractor, vendor, recipient of County services or volunteer shall be subject to appropriate corrective action.

IV. APPLICABILITY

This policy applies to all County employees at on-site and off-site workplaces, elected and appointed County officials, applicants for County employment and promotion, bidders and contractors who seek to do business with the County or its agencies, and recipients of County services. This policy also extends to conduct by County employees, officials and contractors towards members of the public relating to County business or services.

This policy not only protects individuals from prohibited conduct because of their own protected status, but also protects individuals from conduct motivated by the actual or perceived race, religion, national origin, disability, or other protected status of other persons with whom they are associated.

These protections apply to actions, whether or not intentionally offensive or specifically directed at a particular person or group, that violate this policy.

Some offensive acts or remarks may violate this policy, even if they are not so severe that they violate federal, state or local discrimination laws. The County may discipline conduct that violates this policy even if the conduct does not violate a law prohibiting discrimination. This policy is intended to promote a discrimination-free workplace but not to create new rights.

All County employees are expected to be respectful of all of their co-workers and members of the public, and to be sensitive to the effects of their behavior on those around them.

V. RETALIATION

Applicable laws prohibits retaliation for complaining about unlawful discrimination or harassment. It is a violation of this policy to retaliate against or harass any person who asserts his or her rights regarding employment discrimination by:

- 1) opposing discriminatory practices in the workplace;
- 2) complaining about prohibited conduct; or
- 3) participating in any way in the complaint, investigation or reasonable accommodation processes.

It is also a violation of this policy to retaliate against or harass someone because of his or her association with such an individual. Acts of retaliation are subject to appropriate corrective action, up to and including termination.

Behaviors which may be considered retaliatory include, but are not limited to: threats, reprimands, negative evaluations, harassment, refusal to hire, denial of promotion or job benefits, demotion, suspension, discharge, negative references to prospective employers, or other actions negatively affecting the terms, conditions or privileges of employment or the receipt of County services.

Examples of behavior that is protected from retaliation under this policy include, but are not limited to: expressing an intent to file a charge or complaint alleging prohibited conduct; participating as a witness in a discrimination complaint investigation, administrative proceeding, hearing or trial; and/or seeking a reasonable accommodation.

VI. RESPONSIBILITY

County Department Heads, managers, and supervisory personnel are responsible for implementing this policy within their areas of responsibility. Also, they shall ensure that individuals in their areas of responsibility are informed of their rights to a discrimination and harassment-free work environment, and of the appropriate steps to take if they believe that these rights have been violated.

Any member of County management and supervisory personnel who receives a report involving potential discrimination, harassment, or retaliation is responsible for complying with the procedures established by the Equal Opportunity Office and making prompt contact with County's Equal Opportunity Office.

Under applicable law, supervisors and non-supervisors may be personally liable for unlawful harassment perpetrated by the employee.

Department Heads shall be responsible for coordinating and cooperating with the Equal Opportunity Officer or designee in resolving complaints involving employees in their respective departments.

The County shall ensure that Contractors with the County be responsible for insuring that effective policies and procedures concerning the prevention of discrimination and harassment exist in their companies as part of the requirements under the equal employment opportunity/nondiscrimination clause of their contracts with the County in a manner consistent with purpose and intent of this policy.

VII. REPORTING DISCRIMINATION OR HARASSMENTS COMPLAINTS

An employee or job applicant who believes that s/he has been subjected to unlawful discrimination, harassment, or retaliation is encouraged to immediately report the complaint to the appropriate supervisor, manager, Department Head, appropriate Human Resources personnel or the County Equal Opportunity Office.

Complaints of unlawful discrimination or harassment shall be processed in accordance with the procedures established by the Equal Opportunity Office. Information about the process for filing complaints can be obtained by contacting the County's Equal Opportunity Office at (831) 755-5117, or through the EOO website at <http://www.co.monterey.ca.us/eqopp/>.

VIII. POLICY DISSEMINATION

The Equal Opportunity Officer is responsible for ensuring that this policy is implemented and disseminated appropriately.

IX. TRAINING

The Equal Opportunity Office shall be responsible for formulating and coordinating training on this policy for county employees and officials.

Each Department Head shall be responsible for ensuring its employees complete the training provided by the Equal Opportunity Office.

PREVENTION OF SEXUAL HARASSMENT POLICY

I. INTRODUCTION

The County of Monterey is dedicated to providing a professional working environment that embodies mutual respect for the dignity and worth of its employees. Accordingly, each Monterey County official, employee and agent should be individually responsible for maintaining an environment free from all forms of discrimination, including sexual harassment, intimidation, retaliation and coercion. The County is committed to providing a work environment free from sexual harassment.

II. APPLICABILITY

This policy applies to all County employees at on-site and off-site workplaces, elected and appointed County officials, applicants for County employment and promotion, bidders and contractors who seek to do business with the County or its agencies, and recipients of County services. This policy also extends to conduct by County employees, officials and contractors towards members of the public relating to County business or services.

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, job assignments, co-workers, subordinate employees, or supervisors. Any employee or official found to have acted in violation of this policy shall be subject to appropriate disciplinary action, including warnings, reprimand, suspension, and/or termination.

Similarly, the County will not tolerate sexual harassment of its employees, applicants, or contractors by non-employees, such as third party contractors, vendors, clients and/or customers. The County should be immediately alerted to any such conduct so that it can take immediate and appropriate corrective action to prevent further harassment.

III. DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) submission to such conduct is either an expressed or implied term or condition of an individual's employment; or
- (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility toward the victim's gender, or toward the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition.

Sexual harassment also encompasses retaliation when based upon the termination of a prior intimate relationship. The work environment for County employees extends to non-work places and non-work hours when the violator continues the behavior outside the normal workplace.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Repeated unwelcome sexual propositions, invitations, solicitations and flirtations.
2. Stated or implied threats that a person's employment, wages, opportunities for promotion, or other conditions of employment, may be adversely affected by not submitting to sexual advances.
3. Promised or granted favored treatment in hiring, promotion, discipline, or other employment decisions, in exchange for sexual favors.
4. Repeated and pervasive unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene gestures.
5. Unwanted exposure to sexual graffiti, photographs, electronic transmissions or suggestive objects.
6. Unwelcome and inappropriate touching, patting, pinching, unnecessary brushes, blocking normal movement, or assault.

IV. COUNTY'S RESPONSIBILITY

The County is responsible for taking all reasonable steps necessary to prevent sexual harassment from occurring. The County's efforts in this regard include, but are not limited to, training, providing counseling, investigating complaints and taking appropriate corrective actions.

In order to ensure that offensive conduct does not rise to the level of conduct which is illegal, the County will not tolerate a violation of this policy which either by itself or when repeated would constitute sexual harassment.

An employee or official engaging in prohibited conduct shall be subject to appropriate disciplinary action, up to and including termination of employment, regardless of whether the employee or official engages in prohibited conduct only once.

V. SUPERVISORS' AND MANAGERS' RESPONSIBILITIES

Supervisors and managers are in key positions to ensure a discrimination-free workplace is maintained by not engaging in, and correcting inappropriate behavior in the workplace. It is the responsibility of supervisors and managers to ensure that their area of responsibility is in full compliance with the County's sexual harassment policy and to take all necessary steps to prevent sexual harassment.

Supervisors or managers are obligated by law and policy to address potential issues of sexual harassment once discovered, even in circumstances where the managers and supervisors are not the direct manager or supervisor of the victim or the alleged harasser.

Any Department Head, manager, supervisor, or designated employee responsible for reporting or responding to sexual harassment who knew about the harassment and took no action to stop it or failed to report the prohibited harassment also may be subject to disciplinary action.

Department Heads shall be responsible for coordinating and cooperating with the Equal Opportunity Officer or designee in investigating and resolving complaints involving employees in their respective departments.

VI. EMPLOYEE'S RESPONSIBILITY

Employees who believe they are or have been subjected to sexual harassment in the workplace have an obligation to report the incident(s) to their immediate supervisor, a manager, appropriate Human Resources personnel, a Department Head, or the Equal Opportunity Officer. Employees should also understand the importance of reporting incidents promptly to assure that further incidents do not occur. Complaints of sexual harassment shall be addressed in accordance with the County's Discrimination Complaint Procedures.

It is important for all employees to understand that failure to utilize the County's procedures to report violations will hinder the County's ability to stop and correct violations.

It is the responsibility of all County employees to ensure a discrimination-free work environment.

If the County determines that a County employee intentionally provided false information regarding a complaint, then corrective action may be taken, up to and including termination.

VII. RETALIATION

It is a violation of this policy to retaliate or engage in any form of reprisal because a person has raised a concern, filed a complaint of, or been a witness to sexual harassment. Sexual harassment also encompasses retaliation when based upon the termination of a prior intimate relationship. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the sexual harassment complaint. Acts of retaliation are subject to appropriate corrective action, up to and including termination.

VIII. CONFIDENTIALITY

All information received in connection with inquiries, or with the filing, investigation, and resolution of sexual harassment, discrimination, and retaliation complaints is treated as highly sensitive and confidential. Employees authorized by the County to receive and investigate complaints are required to maintain confidentiality to the extent possible.

IX. POLICY DISSEMINATION

The Equal Opportunity Office is responsible for ensuring that the policy and complaint procedures relating to sexual harassment is disseminated.

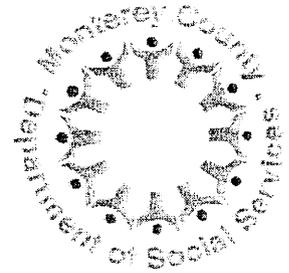
X. TRAINING

All new employees will receive sexual harassment prevention training within (6) six months of their employment and every two (2) years thereafter. County officials, Department Heads, managers, and supervisors shall receive sexual harassment prevention training for supervisors and managers, in compliance with state law.

Upon being promoted to a supervisory or managerial position, the newly promoted will attend a training class for supervisors and managers on sexual harassment prevention, regardless of the date of their most recent sexual harassment training as an employee.

The Equal Opportunity Office shall be responsible for formulating and coordinating the training program on sexual harassment prevention.

Each Department Head shall be responsible for ensuring its employees are trained in accordance with direction provided by the Equal Opportunity Office.



Administrative Directive No. 98-05

TO: All Staff June 30, 1998

SUBJECT: Non-Discrimination/Non-Harassment Policy
Supersedes Administrative Directive No. 85-11

IMPLEMENTATION: Upon Receipt

I. PURPOSE

This Administrative Directive provides policy on equal employment opportunities and non-harassment.

II. POLICY

The department is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. Department policy prohibits unlawful discrimination based on race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. **All such discrimination is unlawful.** The department is committed to complying with all applicable laws equal employment opportunities. The department also complies with equal employment opportunity and affirmative action policies of the Local Agency Personnel Standards (LAPS) outlined by Merit System Services.

The department is committed to providing a work environment free of unlawful harassment. Department policy prohibits sexual harassment, and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state, or local law, ordinance or regulation. **All such harassment is unlawful.**

The department's equal employment opportunity and anti-harassment policies apply to **all** persons involved in the operation of the department and prohibit unlawful discrimination and harassment by any employee of the department, including managers, supervisors, and co-workers. Any breach of the department's or the county's equal employment opportunity and anti-harassment policies shall constitute grounds for disciplinary action, up to and including dismissal.

III. GUIDELINES

Harassment may include, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes and/or comments, slurs and/or unwanted sexual advances, offensive invitations, and/or intimidating comments.
- b. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, and/or gestures.
- c. Physical conduct such as assault, unwanted touching, blocking normal movement, and/or interfering with work because of sex, race, and/or any other protected basis.
- d. Threats and demands to submit to sexual requests as a condition of continued employment benefits, favored work assignments, and/or promotions in return for sexual favors; and
- e. Retaliation for having reported, and/or threatened to report, harassment.

IV. PROCEDURES

If you believe that you or someone else has been discriminated against or harassed in any manner by any Monterey County official, employee, or agent, you may file a complaint with any of the following without fear of retaliation or reprisal:

- A. Your supervisor;
- B. Your supervisor's supervisor, or any other manager in the department;
- C. The department's Personnel Manager or other Human Resources staff;
- D. The County Affirmative Action Officer;
- E. The California State Personnel Board;
- F. The Equal Employment Opportunities Commission (EEOC);
- G. The Department of Fair Employment and Housing (DFEH).

The department is willing and able to discuss with any employee during working hours the proper implementation of this policy. It is the county's policy to attempt to resolve complaints of discrimination or harassment at the lowest possible level.

/S/ Marie A. Glavin

MARIE A. GLAVIN, Director

MAG:sr:lat

**COUNTY OF MONTEREY
EQUAL OPPORTUNITY FOR PERSONS WITH DISABILITIES
AND REASONABLE ACCOMMODATION POLICY**

I. POLICY STATEMENT

The County of Monterey (County) is committed to providing equal access and opportunity to qualified individuals with disabilities in its employment practices, provision of public services, and access to governmental facilities. The County will adhere to the Americans with Disabilities Act of 1990, as amended, the Fair Employment and Housing Act, and all other applicable federal and state laws, regulations, and guidelines with respect to providing Reasonable Accommodation, as necessary, to afford equal employment opportunity and equal access to programs, services, and benefits for qualified individuals with disabilities.

II. PURPOSE

This policy is intended to assist applicants for employment, current employees, individuals desiring to participate in County programs or activities, and department supervisors and managers in requesting and processing reasonable accommodation requests.

III. DEFINITIONS

The following definitions are provided solely as a guide to assist in the interpretation and application of this Policy. Further detail is available from the County's Equal Opportunity Office and is also set forth in the Americans with Disabilities Act (ADA), as amended, the California Fair Employment and Housing Act (FEHA), California Government Code section 12926, related federal and state laws and regulations, and cases interpreting those acts and regulations. The following definitions may be subject to change in applicable law.

Individual with a Disability – An individual with a disability is a person who has a physical or mental impairment that limits the performance of one or more major life activities, has a record of impairment, or is regarded as having such impairment.

Reasonable Accommodation – A reasonable accommodation means modifying or adjusting practices, procedures, policies, job duties, or the work or application environment so that a qualified individual with a disability can perform a position's essential functions, and/or enjoy equal employment opportunity.

Each reasonable accommodation request will be evaluated on a case-by-case basis, so that the accommodation provided meets the needs of the individual with the disability, and will allow him/her to perform the essential functions of his/her job. Reasonable accommodations may include, but are not limited to: special testing/interview arrangements, accessible work and test sites, a modified work schedule, a leave of absence, alternative job placement, modified equipment, assistive devices, supportive services assistants, worksite modifications, job restructuring or placement in a vacant position or class where they can perform the essential functions in a job with or without reasonable accommodation.

Qualified Individual with a Disability - A qualified individual with a disability is a person with a disability, who meets the skill, experience, education, and other job-related requirements of the position held or desired, and who is able to perform the essential functions of the position with or without reasonable accommodation.

Mental Impairment – Mental impairment includes, but is not limited to, having any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

Physical Impairment – Physical impairment includes, but is not limited to, having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, speech organs, respiratory, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

Major Life Activities – Major life activities are basic activities that the average person in the general population can perform with little or no difficulty, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Interactive Process – The interactive process is an ongoing dialogue between the employee and the County about possible options for reasonably accommodating the individual's disability. Both the County and the individual are expected to participate in the interactive process.

Essential Functions – Essential functions are the fundamental job duties or requirements of a position. Essential functions are such that they cannot be eliminated or substantially modified without changing the nature of the position. Factors to consider in determining if a job function is essential include, but are not limited to:

- Whether the reason the position exists is to perform that function;
- The number of other employees available to perform the function or among whom the performance of the function can be distributed; and
- The degree of expertise or skill required to perform the function and whether the function is specialized and the individual is hired based on his/her ability to perform it.

Benefits and Privileges of Employment – Benefits and privileges of employment include, but are not limited to, employer-sponsored: (1) training, (2) services (e.g., employee assistance programs, cafeterias, lounges), and (3) parties, County sanctions or other social functions (e.g., parties to celebrate retirements and birthdays).

Undue Hardship – Undue hardship means an excessively costly, extensive, substantial, or disruptive modification, or one that would fundamentally alter the nature or operation of the County. The overall resources and options available to the County are legally relevant in determining whether a requested reasonable accommodation poses an undue hardship, not just the budget or resources of an individual segment, sub-component, or division within the County or department.

Direct Threat – A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodation. A direct threat occurs when an individual who, because of a disability, poses a direct threat to the health or safety of the individual or others even with a reasonable accommodation. An individual who poses a direct threat is not a qualified individual with a disability. The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk, nature and severity of the potential harm, the likelihood that the potential harm will occur, and the imminence of the potential harm.

Departmental Reasonable Accommodation Coordinator (DRAC) – Each County department shall designate a DRAC. The DRAC is responsible for appropriately responding to requests from employees, members of the public seeking services,

applicants, and/or management regarding disability related accommodation issues. The DRAC is responsible for the management and tracking of reasonable accommodation requests as well as initiating the mandatory interactive process. Accommodations which are handled and granted by a supervisor or manager need not go to the DRAC; however the information should be reported to the DRAC for tracking purposes. The Equal Opportunity Office shall be notified of the designated DRAC.

Reasonable Accommodation Review Committee (RARC) – The RARC is comprised of the DRAC and a representative from Risk Management, Human Resources (including Employee Relations and Benefits representatives as needed) and the Equal Opportunity Office. Members of the RARC are available to assist the department and the DRAC with requests for reasonable accommodations. Prior to denying a request for reasonable accommodation, the matter must be referred to the RARC for further review and response.

IV. PUBLIC ACCESS TO COUNTY SERVICES AND PROGRAMS

An individual member of the public who is disabled may request a reasonable accommodation in order to access County facilities, programs or services. No person will be denied because of a disability, and no one will be charged a fee for a reasonable accommodation. The County will respond to requests for reasonable accommodations in a timely manner to avoid unreasonable delays or unreasonable denial of services.

It is the responsibility of the individual to seek available assistance, to make his or her needs known to County staff, and to give adequate time for the County to provide the accommodation. County employees shall assist and advise individuals who request reasonable accommodations. If the department is unable to assist the individual, the department shall contact the Equal Opportunity Office.

V. REQUESTS FOR REASONABLE ACCOMMODATION

A request for a reasonable accommodation is a statement that an individual needs an adjustment or change at work, in the application process, or in a benefit or privilege of employment for a reason related to a physical or mental impairment. Requests for accommodation may be made either orally or in writing. The

reasonable accommodation process begins as soon as the request for accommodation is made.

An individual with a disability may request a reasonable accommodation whenever s/he chooses, even if s/he has not previously disclosed the existence of a disability. An employee or applicant may consult with the DRAC, the Ergonomics Manager, or the Equal Opportunity Office for further information or assistance in connection with requesting or processing a request for reasonable accommodation.

- Current Employees: Generally, to comply with privacy laws, the County is subject to strict limitations with regard to making inquiries about the physical, mental or medical condition of an employee. Employees are therefore responsible for requesting accommodation when needed. An employee may request a reasonable accommodation orally or in writing from his/her Supervisor, another Manager in his/her immediate chain of command, the DRAC, the Ergonomics Manager, or the Equal Opportunity Office. A Reasonable Accommodation Request form will be given to the employee to complete. The written form is required only for the first request although appropriate notice must be given each time the accommodation is needed.
- Applicants: Employment opportunities will not be denied to anyone because of the need to make Reasonable Accommodation for a person's disability. The County will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants regarding the process for requesting reasonable accommodation. Applicants who have received employment interview offers may also make an accommodation request.

When an applicant requests an accommodation, the Human Resources department staff will confer with the applicant on the type of accommodation(s) s/he needs. When the applicant's disability is not obvious or known or when additional medical clarification is needed, appropriate documentation of the disability, limitations and the needed accommodation will be sought from the applicant. Given the time sensitivity of the recruitment process, Human Resources staff will move as quickly as possible to make a decision, and if appropriate, provide an accommodation. When a request for a reasonable accommodation is received, Human Resources shall complete the County's Request for Reasonable Accommodation form.

- A family member, health care professional, or other representative may request an accommodation on behalf of a County employee or applicant. The request should go to one of the same persons to whom the employee or applicant would make the request.

When a request for accommodation is made by a third party, the DRAC should, if possible, confirm with the employee or applicant with a disability that s/he, in fact, wants a reasonable accommodation before proceeding. It may not be possible to confirm the request if the employee has, for example, been hospitalized in an acute condition. In this situation, the County will process the third party's request and will consult directly with the individual needing the request as soon as it is practical.

Employees are encouraged to utilize the County's Request for Reasonable Accommodation form. The processing of a request will be determined as of the date an oral or written request was made, not the date the Reasonable Accommodation Request form was submitted. All requests for reasonable accommodation must provide the following information:

- The type of accommodation requested;
- An explanation of the limitation for which the accommodation is needed; and
- A description of how the accommodation will allow the individual to perform the essential functions of his/her job.

To enable the County to keep accurate records regarding requests for accommodation, the DRAC must follow up an oral request by completing the Reasonable Accommodation Request form.

Requests should be forwarded to the DRAC as soon as possible but in no more than five (5) business days. All requests must be copied to the Equal Opportunity Office. Requests for reasonable accommodation(s) will be processed by the DRAC using the interactive process.

VI. INTERACTIVE PROCESS

When a request for accommodation is made, the County and the individual requesting an accommodation must engage in a good faith interactive process to determine what, if any accommodation shall be provided. The individual and the County must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. Communication is a priority throughout the entire process. The

employer and employee are obligated to participate in the interactive process in good faith and are required to communicate directly and exchange essential information so as to work towards the shared goal of identifying effective reasonable accommodation(s). Applicants, employees, managers and supervisors are encouraged to contact the DRAC, the Ergonomics Manager, or the Equal Opportunity Office at any time during this process to request assistance or advice. Individuals seeking reasonable accommodation may also be assisted in the process by a person of their choice.

While each request for accommodation is unique and individual cases vary, steps to be taken in the Interactive Process may include, but are not limited to the following:

1. Analyze the particular job involved and determine its purpose and essential functions. Evidence of whether a particular function is essential includes, but is not limited to, the following:
 - The County's judgment as to which functions are essential.
 - Written job descriptions or job analysis prepared before advertising or interviewing applicants for the job.
 - The amount of time spent on the job performing the function(s).
 - The consequences of not requiring the incumbent to perform the function.
 - The terms of a collective bargaining agreement/memorandum of understanding.
 - The work experiences of the employee and past incumbents in the job.
 - The current work experiences of incumbents in similar jobs.
 - Analysis of job to show frequency of performing various job components.

2. Consult with the employee/applicant to ascertain the precise job-related limitations that may be created as a result of the particular disability and how those limitations could be overcome with a reasonable accommodation.
 - Do not delay the start of the process while waiting for information.
 - Identify barriers to job performance. Ask the person to clearly identify which job tasks are difficult because of the limitations. If the disability limitations relate to non-essential functions, these may be reassigned to

other employees or eliminated from the job. Any problems with essential functions can then be addressed.

3. In consultation with the employee/applicant identify potential accommodations and assess the effectiveness each would have in enabling the individual to perform the essential functions of the position. There may be several different accommodations that will enable the employee to perform his or her job. Evaluate individual accommodations by considering the following questions:

- Does the accommodation enable the person to perform the essential function(s) of the job?
- Does the accommodation appear to be reliable and capable of being provided in a timely manner?
- Does the accommodation enable the person with a disability to be competitively employed and to have equal advancement and promotional opportunities?

When assessing the feasibility of accommodations:

- Focus on business necessity/operations;
- Do not remove essential functions; and
- Consider undue hardship to business operations or a direct threat.

4. Select and implement the accommodation(s) most appropriate for both employee or applicant and the County. It should be understood that the County does not have to provide the accommodation preferred by the employee or applicant or his/her health care professional. The County has the ultimate discretion to choose amongst the accommodations, so long as the chosen accommodation is reasonable and effective. If one accommodation is more costly or is more burdensome than the other, the County may choose the less expensive or less burdensome accommodation, or one that is easier to provide.

- Develop an implementation plan that includes information such as the accommodation being provided, how and when it will be implemented, and whether it is effective.

5. Document all options discussed and reasons for selecting particular option(s).

6. Follow up regularly with the employee/applicant.
 - Once a reasonable accommodation has been implemented, it is important to maintain dialogue with the employee/applicant. Upon completion of the interactive process, the accommodation is implemented with the understanding that the accommodation can be revisited should it prove ineffective for either the operation of the department or the employee. If the accommodation should prove ineffective, the interactive process continues until an appropriate accommodation is determined.
 - If the accommodation is not working, go back to the interactive process and determine whether:
 - The action plan was followed to completion;
 - The work continues to be within the functional limitations; and
 - The employee is successfully performing the essential functions.

If a qualified employee with a disability cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the County will explore reassignment to a vacant position. Reassignment to another position is made only to vacant, funded positions. Efforts will be made to find a vacant position within the employee's current Department. If a suitable position does not exist within the employee's current Department, Human Resources will conduct an internal County-wide job search. Promotions, creation of new positions, or displacement of other employees are not a required part of the accommodation process.

Reassignment will be considered only if no accommodations are available to enable the individual to perform the essential functions of his/her current job, or if the only effective accommodation would cause an undue hardship. In considering whether there are positions available for reassignment, the DRAC will work with Human Resources, the Equal Opportunity Office, and the individual requesting the accommodation to identify all vacant positions within the Department for which the employee may be qualified, with or without a reasonable accommodation; and all positions which Human Resources has reason to believe will become vacant over the next 30 working days and for which the employee may be qualified.

The County will first focus on positions that are equivalent to the employee's current job in terms of pay, status, and other relevant factors. If there are no vacant

equivalent positions, the County will consider vacant lower level positions for which the individual is qualified.

VII. PERFORMANCE AND CONDUCT STANDARDS

The ADA and FEHA do not require the employer to ignore a violation of a uniformly applied rule that is job related and consistent with business necessity. Additionally, since reasonable accommodations are prospective, an employer is not required to ignore past misconduct even if the misconduct is the result of the disability. Therefore, departments are not prohibited from applying appropriate disciplinary action or exercising appropriate management responsibility.

If, during the disciplinary process, an employee makes a connection between a physical or mental impairment and the performance or misconduct, the County will initiate the interactive process which includes requesting appropriate documentation/verification of the disability. Whether or not an effective accommodation is provided, the employee remains responsible for performing the essential job functions in a timely and satisfactory method, and for complying with County policies and guidelines. If the employee fails to do so, disciplinary action may be initiated.

VIII. REQUESTS FOR MEDICAL INFORMATION

The County is entitled to know that an individual has a covered disability that requires a reasonable accommodation. When an individual's disability is not readily apparent, the disability has not been previously documented, and/or the reasonableness of the accommodation request is not obvious, the County may request that the individual provide verification from a health care professional that s/he has the disability as claimed and that it has the effect of necessitating reasonable accommodation. The request for verification may ask the opinion of the health care professional as to whether the individual can perform the essential functions of the job or whether the requested accommodation is appropriate to the disability. The County has a right to have medical information reviewed by its own medical experts at the County's expense.

The County has a right to request relevant supplemental medical information if the information submitted does not clearly explain the impact of the disability on working, or the need for the reasonable accommodation, or otherwise clarify how the requested accommodation will assist the employee to perform the essential functions of the job or to enjoy the benefits and privileges of the workplace, or assist an applicant with the application process. If this does not result in sufficient

information, the County may require the individual to be evaluated by a healthcare professional of the County's choice at the County's expense. During the time period necessary to obtain relevant and sufficient supplemental medical information, the employee's eligibility for any form of paid leave shall be determined by the County's Personnel Policies and Practices Resolution (PPPR) or applicable MOU or collective bargaining agreement.

Prior to obtaining medical information, the employee, or applicant or third party shall execute an appropriate Authorization to Release Medical Information statement.

All medical information will be requested and reviewed by the DRAC and/ or Human Resources, to identify an effective accommodation, in consultation with the individual to be accommodated or his/her representative.

The failure to provide appropriate documentation or to cooperate in the County's efforts to obtain such documentation can result in a denial of the reasonable accommodation.

IX. CONFIDENTIALITY REQUIREMENTS REGARDING MEDICAL INFORMATION OBTAINED IN THE REASONABLE ACCOMMODATION PROCESS

To the extent possible and in accordance with applicable laws and regulations, all medical information, including information about functional limitations and reasonable accommodation needs, obtained in connection with a request for reasonable accommodation is treated as a confidential medical record and is maintained in a secure manner, apart from personnel files and with access restricted to designated personnel on a need to know basis. In addition, employees who obtain or receive such information are strictly bound by these confidentiality requirements. The information may be disclosed only to the following individuals:

- Supervisors and managers who need to know may be told about functional limitations and necessary restrictions on the work or duties of the employee and about the necessary accommodation(s), but medical information regarding the condition itself should only be disclosed if absolutely necessary;
- First aid and safety personnel, when appropriate, if the disability might require emergency treatment;
- Government officials investigating compliance with the ADA and/or FEHA; and

- The County may give information to state workers' compensation offices, state second injury funds or workers' compensation insurance carriers or administrators in accordance with state workers' compensation laws.

"Medical information" includes the fact that someone is receiving an accommodation or has a disability, as well as any information concerning an individual's medical condition or history, regardless of whether the information was provided voluntarily or in response to a disability-related question.

X. TIME FRAME FOR PROCESSING REQUESTS AND PROVIDING REASONABLE ACCOMMODATION

The County will process requests for reasonable accommodation as previously set forth and then provide accommodations, where appropriate, in as short a time frame as reasonably possible. The County recognizes, however, that the time necessary to process a request will depend on the nature of the accommodation(s) requested and whether it is necessary to obtain supporting information.

The DRAC will make a decision on the request and the accommodation, if granted, will be provided within a reasonable time from the date the request was initially made, absent extenuating circumstances. If medical documentation is necessary, the decision will be made within 30 (thirty) working days from the receipt of the documentation, absent extenuating circumstances.

Extenuating circumstances are factors that could not reasonably have been anticipated or avoided in advance of the request for accommodation. When extenuating circumstances are present, the time for processing a request for reasonable accommodation and providing the accommodation will be extended as reasonably necessary. It is the County's policy that extensions based on extenuating circumstances should be limited to circumstances where they are strictly necessary. All County staff are expected to act as quickly as reasonably possible in processing requests and providing accommodations. The following are examples of extenuating circumstances, but are not the sole reasons for extenuating circumstances:

- There is an outstanding initial or follow-up request for medical information.
- The purchase of equipment may take longer than 30 (thirty) days.
- Equipment must be back ordered or the vendor cannot promptly supply the needed goods or services and another vendor is not immediately available.

- The employee with a disability needs to try working with equipment on a trial basis to ensure that it is effective before the equipment is purchased by the County.
- An accommodation involves the removal of architectural barriers.

Where extenuating circumstances are present, the DRAC must notify the individual of the reason for the delay, and the approximate date on which a decision, or provision of the reasonable accommodation, is expected. Any further developments or changes should also be communicated promptly to the individual.

- If there is a delay in providing accommodation that has been approved, the DRAC must investigate whether temporary measures can be taken to assist the individual. This could include providing the requested accommodation on a temporary basis or providing a less effective form of accommodation. In addition, the DRAC may provide measures that are not reasonable accommodations within the meaning of the law (e.g., temporary removal of an essential function) if: (1) they do not interfere with the operations of the department/County; and (2) the employee is clearly informed, in writing, that they are being provided only on a temporary, interim basis.

XI. GRANTING A REASONABLE ACCOMMODATION REQUEST

As soon as the DRAC determines that a reasonable accommodation will be provided, that decision should be immediately communicated to the individual. If the accommodation cannot be provided immediately, the DRAC must inform the individual of the projected time frame for providing the accommodation. This notice must be in writing in order to maintain the required information for reporting purposes. A copy shall be forwarded to the Equal Opportunity Office.

XII. DENYING A REASONABLE ACCOMMODATION REQUEST

As soon as the DRAC determines that a request for reasonable accommodation will be denied, s/he must fill out the Denial of Request form. The explanation for the denial should clearly state the specific reasons for the denial. For example:

- The requested accommodation would not be effective.

- Providing the requested accommodation would result in undue hardship. Before reaching this determination, the DRAC must have explored whether other effective accommodations exist which would not impose undue hardship and therefore can be provided. If the undue hardship is for budgetary reasons, the County Administrative Officer or his/her designee must determine whether the proposed accommodation would in fact pose an undue (financial) hardship.
- Medical documentation is inadequate to establish that the individual has a disability and/or needs a reasonable accommodation.
- The requested accommodation would require the removal of an essential function.
- The requested accommodation would require the lowering of a performance or production standard.

Where the DRAC has denied a specific requested accommodation, but offered to make a different one in its place which was not agreed to during the interactive process, the denial notice should explain both the reasons for the denial of the requested accommodation and the reasons that the DRAC believes the chosen accommodation will be effective.

Prior to denying a request reasonable accommodation, the matter must be referred to the RARC for further review and response.

The written notice of denial must inform the individual that s/he has the right to file a complaint with the County Equal Opportunity Office, the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). Nothing contained in this policy shall preclude an individual from filing a complaint with the County Equal Opportunity Office, EEOC, or the DFEH prior to the issuance of the denial notice.

Individuals with disabilities can request prompt reconsideration of a denial for reasonable accommodation. If an individual wishes reconsideration, s/he should first ask the DRAC to reconsider the decision. The individual may present additional information in support of his/her request. The DRAC will respond to the request for reconsideration within ten (10) business days.

This policy is in addition to statutory protections for persons with disabilities and the remedies they provide for the denial of requests for reasonable accommodation. Requirements governing the initiation of statutory claims, including time frames for filing such claims are set by the agencies listed in Section XIII below.

XIII. COMPLAINT RESOLUTION

If the individual is not satisfied with the outcome of the interactive process, he/she has several options available.

- File a formal complaint with the County pursuant to the County's Equal Employment Opportunity Discrimination Complaint Ordinance (Monterey County Code; Title 2, Chapter 2.80). Any Equal Opportunity Office staff member who has significant involvement in processing a request for reasonable accommodation shall recuse him/herself from investigating or decision making on any subsequent Equal Opportunity Office counseling contact or complaint challenging the department's handling of the accommodation request.
- Contact the California Department of Fair Employment and Housing by calling 1-800-884-1684.
- Contact the U.S. Equal Opportunity Commission by calling 1-800-669-4000.

XIV. INFORMATION TRACKING AND REPORTING

Within five (5) business days after a reasonable accommodation request is granted or denied, the DRAC and Human Resources shall complete a Reasonable Accommodation Reporting form and forward a copy to Equal Opportunity Office. The following information will be reported in the form:

- (1) The number of reasonable accommodations, by type, that have been requested in the application process and whether those requests have been granted or denied;
- (2) The jobs for which reasonable accommodations have been requested;
- (3) The types of reasonable accommodations that have been requested for each of those jobs;
- (4) The number of reasonable accommodations, by type, for each job that have been approved, and the number of accommodations, by type, that have been denied;

- (5) The number of requests for reasonable accommodations, by type, that relate to the benefits or privileges of employment, and whether those requests have been granted or denied;
- (6) The reasons for denial of requests for reasonable accommodation;
- (7) The amount of time taken to process each request for reasonable accommodation; and
- (8) The sources of technical assistance that have been consulted in trying to identify possible reasonable accommodations.

XV. DISTRIBUTION OF POLICY

The County will display in each department the EQUAL OPPORTUNITY FOR PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION POLICY. Notices should be posted in conspicuous places frequented by employees and/or applicants to ensure maximum opportunity for review. The notices must list the department name and telephone number of the person responsible (DRAC) for addressing requests for reasonable accommodation. Upon request, the information contained on the notice must be made available in alternate formats (e.g. Braille, audio, large print, etc.). Additionally, notices of the EQUAL OPPORTUNITY FOR PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION POLICY will be posted alongside other Equal Opportunity and Employment Rights postings.

The County will distribute this information to all new employees as part of their orientation on their first day of work, post the information on its website. Copies also will be available in the Equal Opportunity Office. The County will also conduct training on these procedures for all Managers and Supervisors initially and to all new Managers and Supervisors as they are hired or promoted to such status.

XVI. RECORDS RETENTION

The County will maintain all records related to accommodation requests for at least three (3) years or the duration of employment, whichever is longer.

XVII. RESOURCES

Monterey County Equal Opportunity Office

168 West Alisal Street
Salinas, CA 93901
755-5117 (Voice)
755-5349 (TTY)
<http://www.co.monterey/eqopp/>

U.S. Equal Employment Opportunity Commission

San Jose Local Office
96 N. Third St., Ste 250
San Jose, CA 95112
1-800-669-4000 (Voice)
1-800-669-6820 (TTY)
<http://www.eeoc.gov>

California Department of Fair Employment and Housing

San Jose District Office
2570 N. First St., Ste 480
San Jose, CA 95131
1-800-884-1684 (Voice)
1-800-700-2320 (TTY)
<http://www.dfeh.ca.gov>

Job Accommodation Network (JAN)

1-800-526-7234 (Voice)
1-877-781-9403 (TTY)
<http://www.jan.wvu.edu>

JAN is a service provided by the U.S. Department of Labor's Office of Disability Employment Policy (ODEP). JAN's mission is to facilitate the employment and retention of workers with disabilities by providing employers, employment providers, people with disabilities, their family members and other interested parties with information on job accommodations, entrepreneurship, and related subjects.

ADA Disability and Business Technical Assistance Centers (DBTACs)

1-800-949-4232 (Voice/TTY)
<http://www.adata.org>

The DBTACs is a national network of 10 regional ADA Centers that provide the most complete and experienced services for up-to-date information, referrals, resources, and training on the Americans with Disabilities Act (ADA) to businesses, employers, government entities, and individuals with disabilities, as

well as media and news reporters. The DBTACs can make referrals to local sources of expertise in reasonable accommodations.

Registry of Interpreters for the Deaf

1-703-838-0030 (Voice)

1-703-838-0459 (TTY)

<http://www.rid.org>

The Registry offers information on locating and using interpreters and transliteration services.

PREVENTION OF SEXUAL HARASSMENT POLICY

I. INTRODUCTION

The County of Monterey is dedicated to providing a professional working environment that embodies mutual respect for the dignity and worth of its employees. Accordingly, each Monterey County official, employee and agent should be individually responsible for maintaining an environment free from all forms of discrimination, including sexual harassment, intimidation, retaliation and coercion. The County is committed to providing a work environment free from sexual harassment.

II. APPLICABILITY

This policy applies to all County employees at on-site and off-site workplaces, elected and appointed County officials, applicants for County employment and promotion, bidders and contractors who seek to do business with the County or its agencies, and recipients of County services. This policy also extends to conduct by County employees, officials and contractors towards members of the public relating to County business or services.

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, job assignments, co-workers, subordinate employees, or supervisors. Any employee or official found to have acted in violation of this policy shall be subject to appropriate disciplinary action, including warnings, reprimand, suspension, and/or termination.

Similarly, the County will not tolerate sexual harassment of its employees, applicants, or contractors by non-employees, such as third party contractors, vendors, clients and/or customers. The County should be immediately alerted to any such conduct so that it can take immediate and appropriate corrective action to prevent further harassment.

III. DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) submission to such conduct is either an expressed or implied term or condition of an individual's employment; or
- (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility toward the victim's gender, or toward the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition.

Sexual harassment also encompasses retaliation when based upon the termination of a prior intimate relationship. The work environment for County employees extends to non-work places and non-work hours when the violator continues the behavior outside the normal workplace.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Repeated unwelcome sexual propositions, invitations, solicitations and flirtations.
2. Stated or implied threats that a person's employment, wages, opportunities for promotion, or other conditions of employment, may be adversely affected by not submitting to sexual advances.
3. Promised or granted favored treatment in hiring, promotion, discipline, or other employment decisions, in exchange for sexual favors.
4. Repeated and pervasive unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene gestures.
5. Unwanted exposure to sexual graffiti, photographs, electronic transmissions or suggestive objects.
6. Unwelcome and inappropriate touching, patting, pinching, unnecessary brushes, blocking normal movement, or assault.

IV. COUNTY'S RESPONSIBILITY

The County is responsible for taking all reasonable steps necessary to prevent sexual harassment from occurring. The County's efforts in this regard include, but are not limited to, training, providing counseling, investigating complaints and taking appropriate corrective actions.

In order to ensure that offensive conduct does not rise to the level of conduct which is illegal, the County will not tolerate a violation of this policy which either by itself or when repeated would constitute sexual harassment.

An employee or official engaging in prohibited conduct shall be subject to appropriate disciplinary action, up to and including termination of employment, regardless of whether the employee or official engages in prohibited conduct only once.

V. SUPERVISORS' AND MANAGERS' RESPONSIBILITIES

Supervisors and managers are in key positions to ensure a discrimination-free workplace is maintained by not engaging in, and correcting inappropriate behavior in the workplace. It is the responsibility of supervisors and managers to ensure that their area of responsibility is in full compliance with the County's sexual harassment policy and to take all necessary steps to prevent sexual harassment.

Supervisors or managers are obligated by law and policy to address potential issues of sexual harassment once discovered, even in circumstances where the managers and supervisors are not the direct manager or supervisor of the victim or the alleged harasser.

Any Department Head, manager, supervisor, or designated employee responsible for reporting or responding to sexual harassment who knew about the harassment and took no action to stop it or failed to report the prohibited harassment also may be subject to disciplinary action.

Department Heads shall be responsible for coordinating and cooperating with the Equal Opportunity Officer or designee in investigating and resolving complaints involving employees in their respective departments.

VI. EMPLOYEE'S RESPONSIBILITY

Employees who believe they are or have been subjected to sexual harassment in the workplace have an obligation to report the incident(s) to their immediate supervisor, a manager, appropriate Human Resources personnel, a Department Head, or the Equal Opportunity Officer. Employees should also understand the importance of reporting incidents promptly to assure that further incidents do not occur. Complaints of sexual harassment shall be addressed in accordance with the County's Discrimination Complaint Procedures.

It is important for all employees to understand that failure to utilize the County's procedures to report violations will hinder the County's ability to stop and correct violations.

It is the responsibility of all County employees to ensure a discrimination-free work environment.

If the County determines that a County employee intentionally provided false information regarding a complaint, then corrective action may be taken, up to and including termination.

VII. RETALIATION

It is a violation of this policy to retaliate or engage in any form of reprisal because a person has raised a concern, filed a complaint of, or been a witness to sexual harassment. Sexual harassment also encompasses retaliation when based upon the termination of a prior intimate relationship. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the sexual harassment complaint. Acts of retaliation are subject to appropriate corrective action, up to and including termination.

VIII. CONFIDENTIALITY

All information received in connection with inquiries, or with the filing, investigation, and resolution of sexual harassment, discrimination, and retaliation complaints is treated as highly sensitive and confidential. Employees authorized by the County to receive and investigate complaints are required to maintain confidentiality to the extent possible.

IX. POLICY DISSEMINATION

The Equal Opportunity Office is responsible for ensuring that the policy and complaint procedures relating to sexual harassment is disseminated.

X. TRAINING

All new employees will receive sexual harassment prevention training within (6) six months of their employment and every two (2) years thereafter. County officials, Department Heads, managers, and supervisors shall receive sexual harassment prevention training for supervisors and managers, in compliance with state law.

Upon being promoted to a supervisory or managerial position, the newly promoted will attend a training class for supervisors and managers on sexual harassment prevention, regardless of the date of their most recent sexual harassment training as an employee.

The Equal Opportunity Office shall be responsible for formulating and coordinating the training program on sexual harassment prevention.

Each Department Head shall be responsible for ensuring its employees are trained in accordance with direction provided by the Equal Opportunity Office.

EQUAL OPPORTUNITY POLICIES
ACKNOWLEDGEMENT FORM

By my signature, I acknowledge that I have been provided with a copy of the following policies: Equal Opportunity and Non-Discrimination Policy, Prevention of Sexual Harassment Policy, Diversity Policy and County of Monterey Equal Opportunity for Persons with Disabilities and Reasonable Accommodation Policy.

Print Name: _____

Employee Signature: _____

Date: _____

Print Name: _____

Witness Signature: _____

Date: _____

*Send to Human Resources
Form to be filed in employee's personnel file

Administrative Directive No. 11-02

TO: All Staff

SUBJECT: March 1, 2011

IMPLEMENTATION: Identification Badges and Electronic Keys

REFERENCE: W & I Code, Section 10805, Obsoletes AD 94-06

I. PURPOSE

To help provide protection for staff and clients, to provide building security, and to insure the integrity of confidential material.

II. BACKGROUND

Because the department is large and spread throughout the county, it is not always possible for employees to identify each other by sight. The department recognizes that to secure property and confidential information, and ensure the safety of our workers, security measures are necessary to grant access to work areas.

In addition, W&I Code Section 10805 mandates that each worker employed by a county department with public social services, "whose responsibilities require making home visits shall be provided with an identification card showing the name and position of the worker and containing a recent picture." This identification card will be known as a badge.

Badges are also the electronic key to unlock doors in DSES facilities, which are secured from the general public. Since badges serve as both identification and electronic key access, all staff are to wear their badge at all times while at work, when visiting other departmental offices, and when making home visits.

It is the department's policy to welcome family and friends at the worksite for limited periods of time, and visitor badges are not typically issued.

The following procedures for this policy are intended to provide the minimum standards under which the department will operate. Individual branches or offices may have stricter requirements based on the branch needs for the location.

III. PROCEDURES

A. Badges for Permanent Staff

1. All current staff have been issued badges by the Human Resources (HR) Branch. As new employees are hired, badges are issued during the new hire process.
2. Staff are required to wear their own picture badges from the time they enter the building until exiting the premises at the end of the work day. Do not share your badge with anyone or allow someone to borrow it.
3. It is the responsibility of supervisors to assure that their staff wears their badges. Employees who fail to do so are violating policy and are subject to disciplinary action.
4. If a staff member forgets their badge, a temporary badge must be secured from HR or the designee in their building and turned in at the end of the day.
5. Replacements for lost or damaged badges are to be requested directly from the Human Resources Branch. It will be necessary to make an appointment to obtain your new badge. Refer to the Request for I.D. Badge Replacement Form attached to this AD.

**There is a fee of \$10 for replacement badges.
This fee is non-refundable.**

6. Badges are to be returned to Human Resources upon separation from employment with the department (resignation, retirement, etc.).
7. Badges are to be worn picture side out and should be presented to staff when requested. Badges are identification tools as well as being electronic keys.
8. Receptionists and supervisors have authority to bar access to anyone who is not displaying a badge in accordance with this policy.

B. Temporary Staff Badges

Temporary staff is usually issued identification badges, and these badges will not have electronic key access into locked areas.

1. Temporary employee badges are a different color than permanent employee badges.
2. Temporary employee badges will be issued by the Human Resources Branch.
3. All temporary employees must be supervised by a permanent DSES employee.
4. Temporary employee badges are to be returned to HR at the end of that temporary employee's assignment with that office.

TEMPORARY employees include:

- a. Senior Aides
- b. Summer Youth helpers
- c. GA workers
- d. Temporary Social Service Aides
- e. Work Experience workers
- f. Temporary employees from Agencies (Manpower, Kelly, etc.)
- g. Volunteers and Interns (based on assignment)

Temporary County employees will usually be issued an identification badge with electronic key access. Temporary employees from agencies will only be issued identification badges that do not have electronic key access. Exceptions will be made at the joint discretion of the appropriate Deputy Director and HR.

C. Visitor Badges

Visitors are not typically issued badges due to the short duration of their visits. Visitors shall be accompanied at all times by a DSES staff member while they are in a work area. If there is a need for a visitor to be issued an electronic key, contact HR.

VISITORS are anyone entering the offices including:

- a. Family members
- b. Friends, including former employees
- c. Community Service workers
- d. Other Community and County Agency workers
- e. Repair persons
- f. Commissioners and Council Members
- g. Foster Parents
- h. Volunteers and interns, including students being mentored (based on assignment)
- i. Representatives of unions or employee organizations (requires advance approval by the Program/Branch Manager or designee)
- j. Employees from other county departments
- k. Employee benefit representatives (requires advance approval of HR management)

Note: Being a visitor is a privilege, not a right. Inclusion on the above visitor list does not imply that it is appropriate for those persons to be in the work area, which is a separate consideration.

Employees are responsible for notifying Program Managers or designees of important changes in family/friend relationships that could potentially affect the safety of staff so that they will not be admitted to the work area.

D. Clients are not required to have badges.

- E. Staff who are having meetings should ensure that visitors have appropriate access to offices and restroom facilities.
- F. Access to work areas that cannot be secured will be limited to employees and others with a job-related reason to be there. Final determinations of the appropriateness of reason for access to an unsecured work area shall be made by the Program Manager or designee.

IV. SUMMARY

These are important steps to insure security and confidentiality and your cooperation is essential. We know that all staff will exercise good judgment to ensure the safety and security of worksites. Staff is encouraged to present ideas for increased security to their building Safety Officers.

Exceptions for issuing badges will be made as needed at the discretion of the Human Resources Branch and the appropriate Deputy Director.

Elliott Robinson, Director

Distribution: All staff

ER:rjm