



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

**Agreement No.: A-13707**

Upon motion of Supervisor Parker, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of the Department of Social Services to sign an agreement with Solutions West, Inc. for \$647,960 to provide temporary eligibility case workers for the period of September 1, 2017 through June 30, 2018; and
- b. Authorized the Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$64,796) of the original contract amount, and do not significantly change the scope of work.

**PASSED AND ADOPTED** this 29th day of August 2017, by the following vote, to wit:

**AYES:** Supervisors Alejo, Phillips, Parker and Adams

**NOES:** None

**ABSENT:** Supervisor Salinas

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting August 29, 2017.

Dated: August 31, 2017  
File ID: A 17-344

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

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

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

Solutions West, Inc.

(hereinafter "CONTRACTOR").

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

**1.0 GENERAL DESCRIPTION.**

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

Provide temporary Eligibility Workers for the Department of Social Services.

**2.0 PAYMENT PROVISIONS.**

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

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from September 1, 2017 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

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

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

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

Exhibit B Medi-Cal History

Exhibit C Budget

Exhibit D Invoice

Exhibit E Productivity Report

Exhibit F HIPAA Certification

Exhibit G Lobbying Certification

Exhibit H DSS Policy & Information Packet

## 5.0 PERFORMANCE STANDARDS.

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

## 6.0 PAYMENT CONDITIONS.

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

## 7.0 TERMINATION.

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

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

## 8.0 INDEMNIFICATION.

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

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

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

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

### 9.02 Qualifying Insurers:

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

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

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

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

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

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

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

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

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

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

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

9.04 Other Requirements:

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

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

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

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

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

## **10.0 RECORDS AND CONFIDENTIALITY.**

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

## **11.0 NON-DISCRIMINATION.**

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

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

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

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

## 13.0 INDEPENDENT CONTRACTOR.

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

## 14.0 NOTICES.

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

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



## 15.0 MISCELLANEOUS PROVISIONS.

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

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

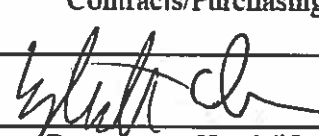
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## 16.0 SIGNATURE PAGE.

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

### COUNTY OF MONTEREY

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

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



By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_  
9/11/17

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

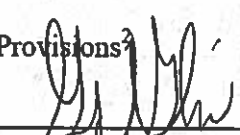
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  


Date: \_\_\_\_\_  
8-1-17

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

By: \_\_\_\_\_  


Date: \_\_\_\_\_  
8-2-17


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

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

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

### CONTRACTOR

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

By: \_\_\_\_\_  


(Signature of Chair, President, or Vice-President)\*

\_\_\_\_\_  
Benée Carter, President  
Name and Title

Date: \_\_\_\_\_  
07/20/2017

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

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

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

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

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

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

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

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

**SOLUTIONS WEST, INC.**

**Scope of Services/Payment Provisions**

*September 01, 2017 – June 30, 2018*

**I. CONTACTS**

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

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

**II. BACKGROUND**

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

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

### III. SERVICES TO BE PROVIDED

#### A. Eligibility Staff

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

Work to be completed includes:

- Process up to 9,705 Medi-Cal tasks

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

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

#### B. Budget

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

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

#### C. Staffing Requirements-Hiring

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

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

**D. Staffing Requirements-On Site**

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

**E. Background Screening**

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

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

**IV. REPORTING REQUIREMENTS**

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

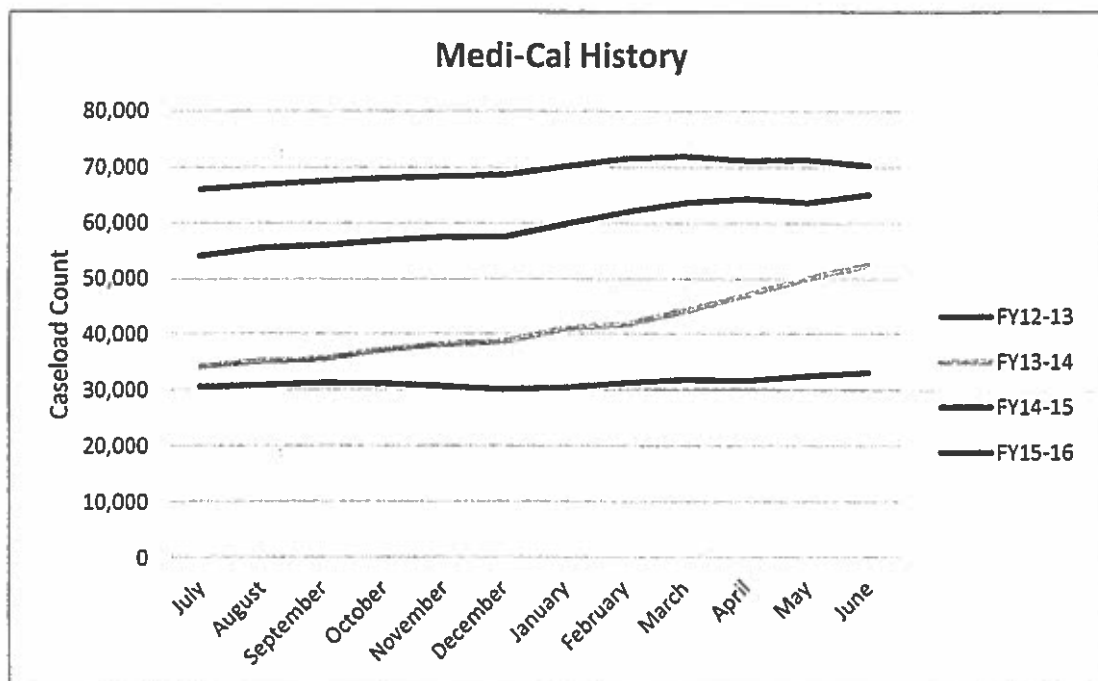
**V. PAYMENT PROVISIONS:**

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

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

*(remainder of this page intentionally left blank)*

EXHIBIT B



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



**EXHIBIT C****SOLUTIONS WEST***September 1, 2017 – June 30, 2018***BUDGET**

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

P.O. Box 162639, Sacramento, CA 95816  
Phone: 916.469.9949 | [web.solutionswest.com](http://web.solutionswest.com)

**Organization Name**

Mailing Address

**[# here]**

**[date]**

[contract#]

1

[illegible]

4

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

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

## SolutionsWest Weekly Status Report

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

**ACTION ITEMS – ONGOING/REPEATING:**

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

**ACTIVITIES COMPLETED WEEK ENDING:**

MC Tasks Processed:		
	Name	#
	Name	#
	Name	#
	Total	#

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

Additional Information Requested	# of Cases
Adm107/ MC355:	#

Hours worked:		# Hours
	Name	#
	Name	#
	Name	#
	Total Hours	#

**STAFF ON BOARD WEEK OF:**

1. Name

**OTHER**

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

## **EXHIBIT F**

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

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

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

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

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

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

#### **I. DEFINITIONS**

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

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

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

II. CONFIDENTIALITY REQUIREMENTS

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

## EXHIBIT F

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

### III. AVAILABILITY OF PHI

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

### IV. TERMINATION

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

### V. MISCELLANEOUS

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

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

## EXHIBIT F

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

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

**CONTRACTOR:** Solutions West, Inc.

By: Bende Carte

Title: President

Date: 07/20/2017

## EXHIBIT G

### 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

  
Title

  
Agency/Organization

  
Date



**SolutionsWest**

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

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

\*Requires signature or sign off

\*\* Combined policies on sign off sheet

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

1000 S. Main St Suite 314 Salinas, CA 93901

fax to (831)784-5954 or

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



**MONTEREY COUNTY**  
DEPARTMENT OF SOCIAL SERVICES

W O R K I N G   T O G E T H E R   F O R   O U R   C O M M U N I T Y

## EMPLOYEE'S EMERGENCY CONTACT NOTIFICATION FORM

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

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

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

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

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

### In Case of Emergency please notify:

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

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

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

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

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

## MCDSS Systems Security Agreement

---

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

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

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

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

## MCDSS Systems Security Agreement

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

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

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

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

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

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

\_\_\_\_\_  
DATE

Revised 11/20/14

## Monterey County Department of Social Services



### Administrative Directive No. 04-02

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

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

**POLICY:**

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

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

**The following items are examples of inappropriate dress:**

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

**Other dress considerations include the following:**

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

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

- Clothing should be appropriate for the office environment and the customers served (i.e. warehouse duties vs. office vs. field).
- Employees should be well groomed and adhere to acceptable standards of personal hygiene.

**RESPONSIBILITY:**

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

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

ELLIOTT C. ROBINSON

Director

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

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

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

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

\_\_\_\_\_  
Date

File: dress policy2004



## 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



WORKING TOGETHER FOR OUR COMMUNITY

**Administrative Directive No. 10-03**

TO: All DSES Staff

DATE: May 24, 2010

SUBJECT: DSES E-MAIL POLICY

IMPLEMENTATION: Upon Receipt

**PURPOSE:**

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

**POLICY:**

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

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



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

**DEFINITIONS:**

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

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

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

\_\_\_\_\_  
Date

Distribution: All staff

**Administrative Directive No. 10-04**

**TO:** All DSES Staff

**DATE:** June 3, 2010

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

**OBSOLETES:** AD 07-01

**IMPLEMENTATION:** Upon Receipt

**I. PURPOSE**

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

**II. POLICY**

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

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

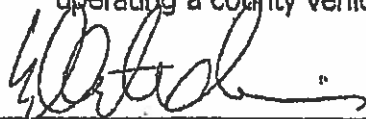
Cell phone use is disruptive to the work environment. In addition, when responding to non-work-related issues, employees are unnecessarily distracted while responding.

**III. GUIDELINES/PROCESSES**

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

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

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



Elliott Robinson, Director

Distribution: All staff

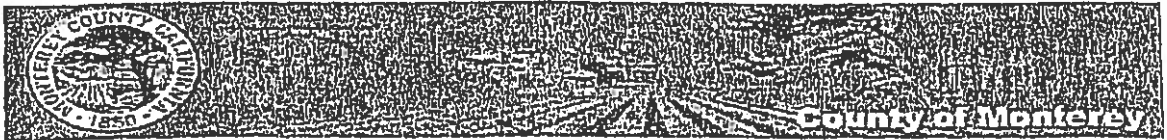
SR:er

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

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

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

\_\_\_\_\_  
Date



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



**Workplace Violence Policy**

Full Revision 02/05/2010  
IIPP – 32.0



## COUNTY OF MONTEREY WORKPLACE VIOLENCE POLICY

**POLICY NO: IIPP-32.0**

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

Effective Date: March 16, 1999

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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 or 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:

[illegible]

## Appendix C

### Policy Revision History

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

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

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

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

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

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

POLICY

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

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

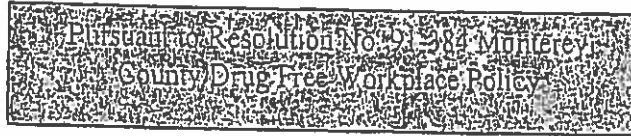
I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page 2 Minute Book 65, on July 23, 1991

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*



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 perpetuated 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 EEO 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.

Monterey County Department of Social Services



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 DBTAGs 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 work sites. 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

## Monterey County Department of Social Services

### Administrative Directive No. 03-01



TO: All Staff April 22, 2003

SUBJECT: Conflicts of Interest

REFERENCE: Obsoletes Administrative Directive 00-02

#### I. PURPOSE

The potential which exists for conflicts between an employee's job duties and the employee's private interests is something about which all staff must be concerned. Staff frequently establishes close relationships with clients due to the nature of human services. Staff must be continually aware of the potential for empathetic relationships developing beyond the scope of one's authority. Conflicts of interest, in addition to being prohibited by law, can be detrimental to our clientele, staff, and the department. Demonstration of the highest standards of personal integrity, truthfulness, honesty and fortitude in all our professional activities is required in order to inspire public confidence and trust. In this regard, the public often has a higher expectation of us, as public servants, which may require us to assess even the appearance of a conflict of interest in our actions. This directive confirms and restates the department's conflict of interest policies and procedures. This information is also incorporated in the Department's Personnel Handbook.

#### II. POLICIES AND PROCEDURES

1. An employee shall not be assigned to any case and shall not perform any action on any case if it in any way personally involves the employee. This includes CalWORKs benefits, employment services and social work services cases which involve the employee's relatives, family members, household members, personal friends and individuals with whom there is a business relationship. It also includes casework, clerical, and any other official department activities. It does not include assisting persons to complete forms or submit information to the department as long as the employee does not perform any departmental actions on the case.
  - A. All situations of potential conflicts of interest as described previously shall be immediately brought to the attention of a supervisor. Supervisors, in turn, must notify the program manager.
  - B. Program managers shall arrange for the work on such cases to be done by a limited number of uninvolved staff. Program managers will also arrange to receive a monthly report on the assignment of the cases to ensure an even distribution of sensitive cases to assigned staff.
  - C. Employee-recipient cases shall be assigned as in Paragraph B.
2. Employees shall not charge, request, or receive any fee, reward, gift, or payment of any kind from any person in exchange for providing county and departmental

services to any person. This prohibition does not apply to fee collection activities authorized as part of the operation of a program (e.g. adoptions, emergency shelter).

3. Employees shall not provide services or goods to clients of the department other than those which are appropriately provided under the rules of the various programs administered by the department. Such conflicts of interest would include, but are not limited to:
  - Establishing legal relationships such as power of attorney, durable power of attorney, guardianship of conservatorship with clients; or
  - Referring clients to professionals who are personal friends, or accepting departmental clients in a private client role where one expects to receive personal remuneration for providing services.
  - Engaging in business relationships
  - Personally benefiting in some financial manner
  - Being a beneficiary of a client's estate or insurance policy
4. Employees shall not solicit among county employees on county property or during work time for the purpose of providing professional or other services to them. This prohibition does not apply to legitimate employee bargaining unit activities.
5. No employee shall participate in making any departmental decision regarding any agency, board, or organization in which the employee holds an official position.
6. No employee shall receive gifts from potential vendors when in a decision-making position regarding contracts or purchases.
7. No employee shall participate in a decision involving a contract, vendor or services if the employee's family member or significant other is involved.
8. Outside Employment

State law and the County Personnel Resolution specify that County employees shall not engage in any employment, activity or enterprise which is incompatible with their duties as employees or with the duties, functions or responsibilities of the department head or the agency by which they are employed. State law prohibits any outside employment or activity which:

- Involves the use of County time, facilities, equipment, or supplies.
- Involves the use of a badge, uniform, prestige, or influence of County office or employment.
- Would normally be required or expected as a part of County employment.
- Involves any act for compensation which may later be subject, either directly or indirectly, to the control inspection, review, audit or enforcement of another County officer or employee.

Outside employment is permitted only where there is no conflict of interest and prior permission is obtained in writing from the Director, the Personnel Manager and the County Administrative Office.

**Procedure for Requesting Approval for Outside Employment:**

- A. Employees wishing to obtain permission to engage in outside employment may contact the Department's Human Resources office to request form PD-13-5/93. Completed PD-13-5/93 are submitted to the employee's supervisor for processing.
- B. Supervisors receiving PD-13-5/93 forms from an employee must complete form Co 13 G, attach it to the request, and forward both forms to the Division Manager.
- C. Division Managers forward completed forms through the Deputy and Assistant Directors to the Director for departmental recommendation.
- D. In accordance with the County Administrative Office requirement, the Director must approve or deny any request for outside employment. Once the Director has approved or denied a request it will be forwarded to the Personnel Manager.
- E. The Personnel Manager will record the department's concurrence and forward to the County Administrative Office, or if denied, return the request to the employee with the reasons for the denial.

When the request has been approved or denied by the County Administrative Office, one copy is maintained in the employee's personnel file, and one copy is returned to the employee by the Department's Human Resources staff.

**9. Employment of Relatives**

While we will accept and consider applications for employment from relatives, close family members such as; parents, grandparents, children, spouses, brothers and sisters, or in-laws will not be hired or transferred into positions where supervision, hiring or promotional decisions are made by close family members. Further, such relatives will not be placed in positions where they work with or have access to sensitive information regarding a close family member or if there is an actual or apparent conflict of interest.

**Procedure:**

- A. During the Final Selection Interview process, staff must review the candidate's application to determine if the Department employee's his/her spouse or relative and verifies such information with the candidate.
- B. Before formally offering employment to the candidate, staff completes a "Request to Employ Spouse or Relative of Employee" form and submits to the Department's Personnel Manager.
- C. Department Personnel Manager reviews requests, annotates with justification for approval/denial and forwards to the Director for final review.

#### 10. Other Relationships

The Department's management practice is that; employees who have a close personal relationship of a romantic or sexual nature, business relationship, or other financial arrangement with one another will be placed into or transferred to separate work units which are supervised by different supervisors or managers. Nothing in the Department's management practice is intended to be inconsistent with County's ordinances, policies, procedures, rules or regulations prohibiting unlawful sexual harassment in the workplace.

11. As public servants, our actions are limited by law and regulations in all cases, whether or not our personal beliefs coincide.

### 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 their supervisor. The Supervisor will consult with Human Resources, for further clarification, regarding interpretations of these policies.

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.

\_\_\_\_\_  
Elliott Robinson

\_\_\_\_\_  
April 22, 2003

I have been provided with a copy of the Monterey County Department of Social Services' Conflicts of Interest Administrative Directive. My acknowledgment of its receipt and my understanding of these policies 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



MONTEREY COUNTY  
DEPARTMENT OF SOCIAL  
& EMPLOYMENT SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

## Administrative Directive No. 11- 01

**TO:** All DSES Staff

**DATE:** April 4, 2011

**SUBJECT:** CONFIDENTIALITY OF CUSTOMER / CLIENT INFORMATION

**OBSOLETES:** All Prior Directives are Obsolete

**IMPLEMENTATION:** Immediately upon receipt

**REFERENCE:** Welfare and Institutions Code (W&I Code), State Operations Manual (SOM) California Code of Regulations (CCR), Manual of Policies and Procedures Eligibility and Assistance Standards (EAS), Manual of Policies and Procedures, Division 63 CalFresh (Food Stamp) Regulations, California Penal Code, Medi-Cal Eligibility Manual Title 22, CCR, Code of Federal Regulations (CFR), Health Insurance Portability and Accountability Act (HIPAA), Confidentiality Memo dated 7/27/11 Access to C-IV Files, HR Confidentiality Memorandum dated 2-1-10

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## I. PURPOSE

The purpose of this directive is to interpret regulations and give staff information and guidelines for handling customer/client confidentiality issues. The need for confidentiality impacts all areas of Department of Social & Employment Services (DSES) programs and requires a cooperative staff effort when the need for information under one program crosses the boundaries of other programs. This document does not and cannot address every situation which may occur; rather, it outlines Department policy and provides basic guidelines, as well as references to resources when individual circumstances require interpretation of regulations.

## II. GENERAL REQUIREMENTS

1. Welfare and Institutions Code (W&I) Section 10850 specifies that all information regarding applicants/recipients is confidential. This section applies to all DSES administered programs, except where specifically excluded. Division 19 of the State Operations Manual contains the regulations implementing this law for CalWORKs (including Child Welfare Services), State Supplemental Program (SSP), and Title XX programs, unless otherwise indicated. The CalFresh (Food Stamp) program regulations regarding records and confidentiality are found in Section 63-201.3; the regulations for the Adoptions Program are in Title 22 of the California Code of Regulations.
2. Confidential information is defined as names, addresses, telephone numbers, Social Security numbers, birthdates and all other information concerning the circumstances of any individual for whom or about whom information is obtained. This includes both written and oral information.
3. It is a violation of these regulations and a *misdemeanor* to release confidential information without the consent of the applicant or recipient. It is also a misdemeanor



for anyone to access, view, and/or possess confidential information they have no legal right to know or possess. (Manual of Policies and Procedures Eligibility and Assistance Standards 19-002.1)

4. Employees who unlawfully disclose confidential information are subject to disciplinary action up to and including termination.
5. Information can be released only if it is necessary for the administration of public social services, as explained below. Statistical or recipient profile information which cannot be used to identify persons, such as a count of cases, average grant, etc., can be released without any authorization.

#### **A. Public Officials**

1. Public officials are specifically restricted by confidentiality regulations. Public officials include members of the United States Congress, State Legislatures, County Board of Supervisors and City Councils. If a request for specific information is made by such an official, determine why the information is needed. If the information is not needed in connection with their official duties regarding the administration of public social services, explain that a release of confidential information form, signed by a customer, is required prior to releasing information.
2. Care should be taken during this explanation not to acknowledge if the person about whom information is requested is known to DSES.
3. A letter from a customer to a member of the United States Congress, State Legislature, County Board of Supervisors, or City Council that is signed and dated and requests the official's assistance in a social services related matter is considered an authorization for the release of confidential information. Any response is restricted to the specific area of inquiry.

#### **B. Law Enforcement Officials**

1. The District Attorney's staff is entitled to confidential information necessary to perform their duties relating to DSES referrals for child support, child welfare, paternity, or fraud investigations. This information may be provided without a release of information from the applicant/recipient. Information being requested for any other purpose is not to be released without proper authorization from the applicant/recipient.
2. W&I Code Section 10850.3 allows an authorized employee of the Department to disclose confidential information concerning a public social services applicant/recipient to any law enforcement agency where a warrant has been issued for the arrest of the applicant/recipient for the commission of a felony. The request must be made in writing from the head of the agency or an authorized individual. Information which may be released is limited to the name, address, telephone number, birthday, Social Security number and physical description of the applicant for, or recipient of, public social services.

that can be used to distinguish or trace an individual's identity, e. g. names, addresses Social Security Number).

## **2. Computer Printouts, Lists and Reports**

All computer-produced printouts, lists or reports which must be destroyed are to be placed in boxes located in each office. Such materials are collected regularly by Stores and Records personnel and transported for recycling.

## **3. Case Records**

Case materials will be boxed, taped and labeled with destruction dates. Designated staff in each office will box the records. Once cases have been imaged they will be kept in storage. Stores and Records collect the boxes and transport them to the department warehouse where cases are maintained in storage facilities until designated destruction dates. Following Board action, they are recycled. A certificate of destruction provided by the disposal company is retained on file by the Administrative Services Branch.

# **IV. METHODS FOR RELEASING INFORMATION**

## **A. General Requirements**

1. Release of confidential information without violating regulations can be accomplished in one of the following ways:
  - When someone accompanies an applicant/recipient to an interview, explain that the interview will cover personal and confidential information. Obtain verbal permission from the applicant/recipient to allow another person to remain during the interview. Document that the applicant/recipient granted permission in case comments.
  - An authorization, signed by the applicant/recipient, is on file granting release of the *specific* information to an individual or agency.
  - A telephone authorization is acceptable if the applicant/recipient adequately identifies him/herself; however, it is a temporary authorization and must be closely followed by a written authorization. Some acceptable forms of identification may include, voice recognition, call back, social security number, case number, driver's license number, date of birth or mother's maiden name,. Document the form of identification used in case comments. Examples of typical circumstances for releasing confidential information by telephone authorization are:
    - Inquiries from medical offices
    - Welfare rights organizations or legislators calling on behalf of the recipient.
  - The information is being released to a service agency with which the department has a contract which contains a confidentiality clause.

3. Law enforcement personnel seeking confidential information shall be directed to a Program Manager. Inquiries from law enforcement personnel not specifically addressed in this Administrative Director shall be referred by the Program Manager to County Counsel for a determination as to whether information shall be released.
4. W&I Code Section 10850.7 permits disclosure of confidential information concerning a public social services applicant/recipient to any law enforcement agency where the applicant/recipient is deceased. Again, the request must be in writing, specify that the applicant/recipient is deceased, and that the requesting agency is otherwise unable to adequately identify the deceased.
5. An inquiry from immigration counselors, parole officers, credit bureaus, etc., for information regarding any matter is to be referred to a Branch/Program Manager to determine the correct course of action.

#### **C. School Officials**

1. Confidential information can be released without authorization to Superintendents of Schools and their representatives in relation to the administration of federally funded programs which provide assistance in cash, kind, or services. The information to be released is limited to the facts necessary for the Superintendent of Schools to determine eligibility for the particular program or necessary to obtain the federal funds. This includes such programs as free school lunches and Summer Youth Employment Programs (SYEP).
2. Information needed to support claiming under the Elementary/Secondary Education Act can be released to Superintendents of Schools and their representative providing an agreement regarding confidentiality is signed. Such an agreement has been completed with the Monterey County Office of Education.

### **III. PROCEDURAL REQUIREMENTS**

#### **A. General Procedures**

1. Staff, including receptionists and telephone operators must be very careful not to acknowledge to anyone making an inquiry whether or not the person about whom they are inquiring is known to the agency. If the call appears to be about an eligibility matter, it is routed to the Duty Supervisor. If the call is Services related, it is given to a Children's Services or Adult Services worker on the desk, whichever seems most appropriate.
2. Do not discuss confidential customer/client information at reception counters, on in-house phones that do not provide privacy, or in any non-confidential setting, e.g. in a hallway, break room, patio or outside of the office.
3. Since there are not many areas offering privacy for discussion of sensitive issues, it is very important that staff be conscious at all times of where the sensitive conversation

is taking place, who might potentially overhear what is being said, and the listener's need to know the information being discussed.

4. When an agency requests information about an applicant/recipient the request form must contain a signed release of information specifically addressed to the department unless the agency is covered by an agreement with the Department of Social and Employment Services.
5. Occasionally a case record is subpoenaed by a court in relation to a non-public social services matter. In such situations, the case is to be called to the attention of the Branch/Program Manager who will request County Counsel to take immediate action to safeguard the confidential nature of the records. Further explanation follows in Section C.
6. Contracts entered into with a public or private agency which involve the release of confidential information will be used in accordance with applicable regulations and shall be provided only on a need-to-know basis.

#### **B. General Case Record Procedures**

1. The purpose of public assistance and social service records is to evidence eligibility and delivery of public social services. The applicant's or recipient's record should only contain facts relevant to his or her case.
2. Certain items should be excluded from case records.
  - *Examples:* Instructional notes from line supervisors, supervisory reviews, managers and newspaper articles that might reflect on the character of the recipient. When such an item is essential to determine eligibility, amount of grant, or eligibility for social services, an explanation *must* be attached indicating how the information relates to eligibility, amount of grant, or the delivery of social services.
3. Other items can be included without explanation.
  - *Example:* Information that is proper for inclusion in a case can be birth notices, death notices, marriage or divorce notices, and notices of legal cash settlements from accidents or lawsuits.

#### **C. Social Work/Eligibility Case Records \***

1. The W&I Code, Section 10850 specifies that all information contained in case records is to be considered confidential and may not be disclosed to any person or institution which is not involved in the administration of public social services. The Information Practices Act of 1977 section 1798.53 states that any person who intentionally discloses confidential and personal information shall be subject to civil action for

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\* Electronic case records are specifically discussed on page 11 of this document.

invasion of privacy. To ensure this confidentiality and compliance with the law, staff will abide by the following:

2. Case records, whether hard copy or imaged, will remain in departmental offices, except when subpoenaed or needed in a court proceeding or case staffing, or when requested by the Auditor or others meeting the criteria stated in the W&I Code. Case records or images are not to be taken home without the prior, specific authorization of the Program Manager on a particular occasion.
3. Hard copy case records, when not in use, shall be kept in designated areas such as file cabinets or desk drawers.
4. Customers are only entitled to view the information provided by them that is kept on their applications and in our records in accordance with W&I Code 10850.2.
5. Access to adoptions and licensing case records shall be limited to staff assigned to those functions and appropriate administrative staff.
6. An employee shall not *view or access, perform any action on, or be assigned to work on* any case if it in *any way personally involves the employee*. Violation is subject to discipline, up to and including termination. Conflicts of interest are covered in Administrative Directive # 03-01. Sensitive Case handling is covered in Administrative Directive # 11-03
  - "Shall not view or access" means: do not make inquiries, or conduct information searches, in computerized case records, data bases or paper case records.
  - "Shall not perform any action" means: do not make changes in any information, make copies or images of any information or otherwise make any notes of information pertaining to the case record.
7. If an employee is aware of, or suspects potential fraudulent activity on such a case, s/he should seek assistance from his/her supervisor and not attempt to investigate.

#### **D. Privileged Communications**

Certain privileged communications may not be released to the client. These communications are defined in the Evidence Code and include Sections 957 (lawyer-client) and 1041 (identity of informer).

#### **E. Destruction of Confidential Materials**

##### **1. Wastepaper**

Each office has a large recycle bin exclusively for confidential papers. If there is not a bin available, be certain to shred or cut sufficiently prior to disposing of any paper which contains confidential information (Personal Identifiable Information (PII) — any information about an individual maintained by an agency, including any information

- The information is being released to a *mandated reporter* of child abuse, who is entitled to general feedback about their report.

## **B. Release of Aid History**

1. There are frequent requests from persons who wish to obtain documentation of their aid history to present to the American Consul or United States Citizenship and Immigration Services (USCIS).
2. Get clarification from the customer so that there is no misunderstanding about the exact nature of the request. If the request is non-specific or unclear, it is the customer's responsibility to determine the kinds of information to release. Only information ***specifically requested by the customer*** can be released (e.g., an authorization to prepare a letter verifying that a person did not receive CalWORKs is *not* authorization to release information about any denied/withdrawn applications for CalWORKs or to release CalFresh (Food Stamp) information).

## **C. Written Authorization**

1. Written authorization must conform to the following rules:
2. The authorization must be signed and dated by the customer.
3. The specific information being released must be indicated on the form. The statement CalWORKs case is not satisfactory. At a minimum, the type of aid should be included.  
*Example: CalWORKs grant, Medi-Cal case...*
4. The type of aid being received, what information is to be released, and to whom is preferable.
5. An authorization is good for one year unless the authorization specifies an expiration date.
6. The authorization may be withdrawn in writing at any time by the applicant/recipient.
7. The authorization must be retained in the paper case file if one exists or imaged to the electronic case file.
8. The authorization must specifically refer to the Department in allowing release of information.
9. Certain other types of inquiries, such as requests relative to lawsuits, releases to research organizations, absent parents wishing to reunite with their families, and auditors, are also covered in the regulations.

#### **D. Release of Information to Public or Private Agencies**

1. Confidential information may be shared with public or private agencies without a release signed by the applicant/recipient when it is necessary for the administration of public social services. However, in sharing information, consideration must be given to each agency's need to know and the appropriateness of releasing information on that need.

Examples of circumstances where it is appropriate to release information are as follows:

- The Social Security Administration needs information contained in our records to verify the birth date of a disabled child or information to establish an applicant's entitlement to Social Security benefits.
  - The Mental Health Clinic needs background information on a patient referred by the Department for services in order to understand why the referral was made.
  - The Volunteer Bureau needs information as to what services a person needs and the person's address.
  - The Veteran's Administration needs information to help determine entitlement to Veteran's benefits.
2. The following guidelines can be used in these situations:
    - Does the request come from an agency providing services to the applicant/recipient?
    - Is the information requested necessary to perform that service? Is there a need to know?
    - Would it be a benefit to the applicant/recipient to release the information, and would it compliment the services being performed by our agency?
    - Does the agency understand that the information is confidential, and do they have confidentiality rules?
    - Caution should be taken that *only the information needed* is released. If the agency does not have a **NEED** to know, the information must not be provided.

#### **E. Release of Information to the Health Department/Natividad Medical Center (NMC)**

1. Workers may provide Medi-Cal eligibility information, such as beneficiary I.D. number, month of eligibility, Medicare coverage, etc., to employees of NMC and the Health Department. The Release of Information must be directly connected with the administration of the Medi-Cal or other public assistance programs.

2. County Counsel has ruled that NMC may not use information from DSES automated systems to assist them in their patient billing. Article 1, Section 1, of the California Constitution was cited as the basis for the determination.

#### **F. Subpoenaed Records**

1. Occasionally, we receive subpoenas from attorneys for information from our case files, or for us to bring certain information to a CalWORKs related civil court hearing. These hearings are usually in relation to paternity or child support. These subpoenas are generally one of the two types: a subpoena for certain documents or documents which contain certain information, or for the entire case file.

➤ ***BEFORE ACTING ON ANY SUBPOENA, THE PROGRAM MANAGER IS TO CONTACT COUNTY COUNSEL AND DISCUSS WHAT ACTION TO TAKE.***

2. If the subpoena is for specific documents, take the documents out of the paper case folder, if there is one, before you take them to court. Be sure to take a complete set of photocopies of the documents with you. If the documents are entered into the court record we should then request the Judge to allow the substitution of the photocopies so our case file is not missing any documentation.
3. If the case is fully imaged, designated staff will be required to photocopy all documents and images for the court to meet the conditions of the subpoena.
4. If the entire case is subpoenaed you should advise the Judge that the file contains confidential information not pertinent to the court case and is protected under W & I Code 10850. The Judge will advise you whether or not to release only the pertinent documents or the entire case file. If, after the attorney examines the file, he wants any documents entered into the court record, make the same request to be permitted to substitute photocopies for the originals.
5. In either situation, follow the instructions of the Judge.



8. All transmissions of sensitive data via e-mail outside of the county network must be encrypted. Sensitive data is the information protected by government regulations; it includes Personal Identifiable Information (PII), Protected Health Information (PHI), and Federal Tax Information (FTI). See DSES Encryption and DSES E-mail Policies (AD 10-02 and AD 10-03)

## **VII. FAMILY AND CHILDREN'S SERVICES PROGRAM**

### **A. General Information**

1. All material and information concerning cases in Family and Children's Services (FCS) is confidential. The material and information may be released by order of the Juvenile Court.
2. The procedure for requesting release of information is initiated by the party requesting the information. That person must file a motion with Juvenile Court. Upon filing of the motion, the court will determine if the request is valid. The Juvenile Court Judge will review the records and information in Chambers and determine whether or not any information shall be released, and the content and extent of any such release (Penn vs. Ritchie).
3. Further, all material and information released shall only be used for the specific purpose requested in the motion (Navaho Express).
4. A Special Matter Order determines to which specific agency Family and Children's Services personnel can share information, and the extent of the information and materials to be shared. There are currently two Special Matters Orders:
  - One, dated October 2, 1986, covers a number of child protection treatment and investigation agencies.
  - The second, dated, March 9, 1993, specifically covers child custody mediation services.

### **B. Child Abuse Reporting Law**

1. The identity of all persons who report child abuse is confidential. The identities may be disclosed in the following circumstances only:
  - Between Child Protective agencies, or
  - To counsel representing a child protective agency, or
  - To the District Attorney in a criminal prosecution, or
  - In an action initiated under Section 602 of the W&I Code, arising from alleged Section 318 of the W&I Code, or

## **V. REFUGEE INFORMATION**

1. DSES staff are authorized to exchange confidential information only as necessary for the administration of public social services. Following are examples of information releases deemed necessary for the administration of public social services.
2. Information which may be shared with staff that perform intake functions:
  - Any information necessary to complete the counseling interview requirements of the sanctioning process, including refugee's current address and phone number, and verification that a non-mandated refugee is on public assistance.
  - Any information necessary to make appropriate employment and training referrals.
3. Information staff may share with DSES funded health accessing, mental health and social adjustment services providers:
  - With the consent of the refugee, staff may share any information necessary to make an appropriate and successful referral. Such information may include the refugee's name, address, and/or telephone number.
4. Other Requests for Information Regarding Refugee Cases:
  - Staff may receive requests from other interested parties for confidential Refugees case information. Access to such information may only be obtained via two methods:
    - A written consent form, signed by the refugee, which allows the requesting person or organization access to specifically designated, confidential information.
    - A person or organization designated as a refugee's Authorized Representative (AR) may have access to confidential information for the purpose of acting as the AR. Staff may disclose confidential information requested by an AR upon receipt of written verification of said authorization. An example of such written verification would be a release signed by the customer that specifies the time frame and names the person or organization that is an authorized representative.

## **VI. Electronic Records**

1. The use of computer terminals and access to confidential files and images, including records available through the DSES Data Warehouse, are available only to employees of DSES who have a job related need to know.
2. Employees shall not view or access their own case(s) or any case if it in any way personally involves the employee. This includes cases which involve the employee's relatives, family members, household members, personal friends and individuals with

whom there is a business relationship. The C-IV system has enhanced tracking ability to determine when cases are accessed by employees. Supervisors and managers have access to audit trails within the C-IV system to ensure that confidentiality policies are followed.

3. Cases designated as "Sensitive Cases" are typically either employees or relatives of employees. However, sensitive status, requiring special case handling, may be granted for cases of former employees, relatives of former employees, county employees from other departments, elected officials, or any other individual determined to need or requesting special handling. For C-IV users, these cases are to be marked "confidential" in the C-IV system. Marking the case "confidential" makes it inaccessible to the general population of C-IV users. Only a limited number of staff have the profile to access cases marked "confidential" in C-IV.
  - Relative – A member of the immediate family or any relative in the home of the employee.
  - Immediate Family Member – An immediate family member is defined as father, mother, brother, sister, wife, husband, domestic partner, child, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, and nephew, cousin, former spouse/domestic partner or ex in-law.
4. Access to the State MEDS system is limited to those persons in the department who have a direct responsibility for the administration of the Medi-Cal, CalWORKs, and CalFresh (Food Stamp) programs.
  - Eligibility, CWES and Administration staff may have inquiry only status. The access level of Clerical staff varies according to assignment and is determined by the Clerical Supervisor. A designated program analyst has full access and monitors system security. Designated System Support staff issues passwords. Requests for passwords must be submitted in writing through a Program Manager to Systems Support.
5. Requests for information by other County departments or departmental employees who have been authorized to request confidential information must be processed by authorized terminal operators. These operators are clerical staff assigned to MEDS Functions, clerical supervisors, and eligibility workers assigned to NMC.
6. Certain employees of other agencies/departments having a direct mandate to operate programs providing public social services as stated in the W&I Code have been assigned individual codes for direct access to data systems. These individuals give their codes, and may be provided with the worker number and/or the case status. i.e. active or inactive. Such agencies/departments include: Social Security (Salinas, Watsonville, and Carmel), Health Department, and Mental Health Department.
7. For further explanation of departmental policy and data system security procedures, see AD 82-06 and AD 00-03.

- To County Counsel, or District Attorney in an action initiated under Section 301 of the W&I Code, or
- When those persons waive confidentiality or by court order.

*Note: Anonymous reporting by **non-mandated** reporters is permitted.*

2. The California Penal Code, Article 2.5, Child Abuse Reporting, provides legal definitions of terms inherent to the reporting of child abuse. Further, clarification is provided regarding the disclosure of identities of persons who report child abuse, the actions of those individuals required to report or act in abuse cases, content of the report or action, and the consequences of failure to act.
3. Penal Code 11172 – Immunity from liability; failure to report offense. Provides Immunity from civil or criminal liability for employees of related agencies who report known or suspected child abuse. Other persons are also immune unless it can be proven that the person knew the report was false. The code also allows a picture to be taken of the suspected victim of child abuse without parental consent, free of civil or criminal liability. Failure to report an instance of child abuse is a misdemeanor and is punishable by confinement in the County Jail for a term not to exceed six months or by a fine of not more than \$500.00 or both.

### C. Adoptions

1. The California Code of Regulations – Title 22 – Chapter 3, Adoption, states: "All information in adoption case records shall be confidential." Further, "Information from case records can be released only to agencies specified in the law, parties to the adoption or their legal counsel or persons authorized to receive it."
  - "Records shall not be produced in Court on request of any of the parties except on subpoena."
2. Case material may be shared intra-agency only in instances where a case is shared by two different DSES units who are involved with the same customer, such as Child Welfare Services and Adoption for a birth parent and/or foster child or Adoptions and Aging and Adult Services for a birth parent. Only that information which pertains to the mutual client may be shared.
3. Information relating to birth parents and all persons requesting adoptive home study is confidential and is not to be shared with non-involved staff.
4. Release of information forms are signed for communication with other professionals when necessary for adoption planning.

### D. Juvenile Court Proceedings

1. Rule 5.546 of the Rules of Juvenile Court encourages the timely disclosure of materials and information within the possession of the petitioner, subject to the right of the party to show privilege or good cause. PC 11167 mandates that the identity of all

persons who report suspected child abuse shall be confidential and disclosed only to specific persons outlined in this section, or when the reporting party waives confidentiality, or by court order. Attorneys for parents in W&I Code Section 300 cases are not included in PC 11167 as persons to whom the petitioner may disclose the identity of the reporting party. W&I Code Section 300 cases are juvenile dependency cases.

2. To ensure that the confidentiality of reporting parties is maintained in all Juvenile Court proceedings, while encouraging the appropriate sharing of information, the following procedures were developed. These procedures were reviewed and approved by the Juvenile Court Judge and County Counsel. It is the intent that these proceedings will not substantively change current practice.
  - During the court investigation, the Social Worker shall advise the reporting party of their right to confidentiality.
  - The Social Worker shall ask the reporting party if they wish to waive confidentiality and further explain that their confidentiality may be divulged if there is a court order requiring DSES to do so.
  - If the reporting party waives confidentiality, such waiver should be obtained in writing. After obtaining a written waiver of confidentiality rights, the Social Worker may inform the attorney for the parents, of the identity of the reporting party, by attaching the petition sent to the attorney.
  - If the reporting party refuses to waive confidentiality, then the Social Worker shall blacken out the name of the reporting party on the police report and not disclose the identity unless ordered to do so by the Court.

#### **E. Foster Care/Caregivers**

Foster parents and other caregivers (relatives, group homes, etc.) are entitled to the summary in the recommendation section of the Court Report in accordance with the W&I Code. This information is automatically provided to Foster Parents by Family and Children's Services staff after the court report has been filed. Foster parents and their attorneys are not entitled to a copy of the court report.

### **VIII. OFFICE FOR AGING AND ADULT SERVICES – COMMUNITY SERVICES – ELDER AND DEPENDENT ADULT ABUSE REPORTING LAW**

1. AD 87-06 informs staff of the reporting requirement of the suspected elder and dependent adult abuse as adopted by the State Department of Social Services and required under W&I Code, Section 15630. The law and regulations require employees of Social Service departments to report suspected abuse of elder and dependent adult persons. Failure to report physical abuse of the elder or dependent adult is a misdemeanor, punishable by not more than six months in the County Jail, by a fine of not more than five hundred dollars (\$500.00), or by both fine and imprisonment.

2. The identity of mandated reporters is confidential and disclosed only by court order or between elder protective agencies. Mandated reporters are exempt from civil and criminal liability for any report required by law.

## **IX. TRAINING**

Training on reporting responsibilities regarding suspected child, elder or dependent adult abuse, and confidentiality requirements will be conducted for all new staff by Benefits Coordinators during New Employee Orientation and Benefits Orientation, reviewed by supervisors with all staff during annual performance evaluations.

## **X. SUMMARY**

If a situation arises that is not covered by the regulations cited in this directive, it should promptly be called to the attention of the Branch/Program Manager, who shall refer the matter to the Office of County Counsel for resolution.

## **XI. DISCIPLINE**

Violation of this Directive could lead to disciplinary action up to and including termination from County employment.

## **XII. APPENDIX**

Includes: A reference chart and summary of this administrative directive; California Welfare and Institutions Code WIC Section 10850; Civil Code Section 1798.14-1798.23.

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**Elliott Robinson, Director**

ER:dl

**B. TELEPHONE AUTHORIZATIONS:**

Telephone authorization is acceptable if the applicant/recipient adequately identifies himself/herself. A telephone authorization is temporary only and must be followed by written authorization. [Section IV, A, 1]

**C. APPLICANT/RECIPIENT WRITTEN REQUESTS FOR ASSISTANCE TO LEGISLATORS:**

A signed and dated letter from a customer to a Member of Congress, State Legislature, Board of Supervisors or City Council that requests the official's assistance in a Social Services related matter is considered an authorization for the release of information. [Section II, 3]

**D. INFORMATION MAY ALSO BE RELEASED TO LAW ENFORCEMENT OFFICIALS IN THE FOLLOWING CIRCUMSTANCES:**

An applicant/recipient is deceased and law enforcement agency is otherwise unable to adequately identify the deceased; OR

A felony arrest warrant has been issued for an applicant/recipient.

Requests must be in writing from the head of an agency or an authorized individual.

Information to be released is limited to name, address, telephone number, birthday, Social Security number and physical description. [Section II, B, 2, 3]

**E. RELEASE OF INFORMATION TO THE CUSTOMER:**

Information relating to eligibility that was provided by a customer shall be open to inspection by the customer. [III, C, 4]

Certain privileged communications may not be released to the customer. These communications are defined in the Evidence Code and include Sections 954 (lawyer-customer) and 1041 (identity of informer). [III, D]

In any matters relating to release of information from Family and Children's Services (FCS) case records an FCS supervisor must be consulted. The Supervisor will determine what form of consent is to be used or if a court order is required.

**F. ADOPTIONS**

Access to adoption case records shall be limited to staff assigned to those functions and appropriate administrative staff. [III, C, 3]

Release of information from adoption case files is covered in [VII, D] of this directive.

## XII. APPENDIX

### CONFIDENTIALITY

Reference: Administrative Directive No. 11-01

Information obtained from applicants and recipients, whether written or oral, is confidential and must be safeguarded. Disclosure of this information shall not be made, directly or indirectly, other than in the administration of public social services programs.

In addition to Welfare and Institutions Code Section 10850, Division 19 of the State Operations Manual dealing with confidentiality and Title 22 of the California Administrative Code dealing with adoptions, staff is expected to make judgments about the handling of confidential information in accordance with the following:

- ✓ All staff within DSES have access to confidential files of various types. All staff have an equal responsibility to follow confidentiality laws and regulations.
- ✓ Case records will remain in departmental offices except for limited instances specified in the Administrative Directive. Case records are not to be taken home unless specifically authorized in advance by a Program Manager on a particular occasion.
- ✓ Confidential case information shall only be discussed with authorized personnel who have a work-related need for the information.
- ✓ Conversations at restaurants, in stores, or in other non-confidential settings, such as during breaks, shall not involve names of recipients or other details of case situations where the identity of parties involved could be discovered by a listener.

Improper release of confidential information is a misdemeanor and is subject to disciplinary action up to and including termination. Disclosure of Confidential information may also be subject to civil action for invasion of privacy.

Note: Reference to specific sections of Administrative Directive 11-01 are contained in brackets.

#### AUTHORIZATION:

##### A. WRITTEN AUTHORIZATION

Except as provided in this directive, all authorizations to release confidential information are to be written.

Written authorization must indicate the specific information to be released. It shall be signed and dated by the applicant/recipient and shall expire on year from the date signed unless an earlier expiration date is specified or authorization is revoked. [IV, C]



All information requests should be referred to an adoption supervisor who shall determine what form of consent is required and whether or not a court order is necessary.

**G. REPORTS OF SUSPECTED CHILD ABUSE**

The identity of all persons who report child abuse is and shall be kept confidential.

The identity of persons who report child abuse, reports of suspected child abuse and information contained therein may be disclosed only in limited circumstances. [VII, D]

All requests for such information should be referred to an FCS supervisor who shall determine if the request can be honored and what form of consent or court order is required.

## SUMMARY OF CONFIDENTIALITY REQUIREMENTS

Requesting Party	May Information be given by staff?	How may information be obtained?
Landlord, Neighbor	Yes. Only with authorization and only if necessary for the administration of public social services. [III, C]	With customer authorization
School Officials	Yes. To superintendents of Schools or representatives for purpose of claiming for ESEA program. Also in administration of other federally funded programs, incl. Free and reduced lunches. Limited to information necessary to determine eligibility for the program. [II, C]	Without customer authorization. DSES has an agreement with County Office of Education
Public Officials	Yes. Only with authorization and only if necessary for the administration of public social services. Limited to information requested. [II, A]	With customer authorization. A signed and dated letter from customer to official asking for assistance is sufficient.
District Attorney	Yes. Information needed in regard to child support, child welfare, paternity or fraud.  Yes. Information for other purposes. [II, B, 1]	Without customer authorization.  With customer authorization
Other Law Enforcement Agencies	Yes. In case of felony arrest warrant issued for customer. Information to be released is limited.  Yes. When applicant or recipient is deceased, for purposes of identification. [II, B, 2-3]	Official written request from law enforcement needed. Requests must go to Program Managers.

## SUMMARY OF CONFIDENTIALITY REQUIREMENTS – CONTINUED

Requesting Party	May Information be given by staff?	How may information be obtained?
Private and Public Agencies	Yes. If necessary for the administration of public social services. Guidelines in [IV, D]	Without customer authorization, using Guidelines.
Health Dept. Natividad Medical Center	Yes. Med-Cal eligibility information only. [IV, E]	Without customer authorization.
Banks, other financial institutions, Attorneys, Legal Aid, Insurance companies, Immigration Counselors, Parole Officers	Refer to Program Manager or Eligibility Supervisor.  [II, B, 4] [IV, B]	In most cases with customer authorization only.
Intake staff and DSES funded Refugee Services providers requesting info. From Refugee cases.	Yes. May share any information with intake staff necessary to complete requirements of sanctioning process and make employment and training referrals	Without customer authorization
Other requests for info. From Refugee cases.	Yes. May share information necessary to make referrals with DSES funded services providers.  Yes. Only with consent form or to designated authorized representative (AR) . [V]	With consent of the refugee.  With customer authorization.
Requests for information from Family and Children's Services cases, Adult Protective Services cases and AIDS Case mgt. Records.	A variety of laws and special matter orders apply.  All requests should be made through a social work supervisor.	May require court order and/or customer consent.  In many cases information is protected and cannot be released.
Subpoenas	Program Manager is to contact County Counsel before responding. [IV, F]	Follow Directive and Counsel.

REFERENCES	
Division 19, Chapter 19-000	Manual of Policies and Procedures Confidentiality Fraud, Civil Rights (CFC)
Division 23, Chapter 23-001	Manual of Policies and Procedures, Management Office Procedures
Chapter 40, Section 101.13	Manual of Policies and Procedures, Eligibility And Assistance Standards (EAS)
Article 2, Section 50111	Medi-Cal Eligibility Manual Title 22, CCR, Third Edition
Chapter 63, Section 201.3	Manual of Policies and Procedures Division 63 Food Stamp Regulations
Section 10850 Confidentiality	Welfare and Institutions Code
Section 15630 Elder and Dependent Adult Abuse	Welfare and Institutions Code
Article 2.5 Child Abuse Reporting	California Penal Code
Title 22, Chapter 3 Adoptions	California Code of Regulations
<p><b>Note: In cases where a Supervisor or Program Manager cannot determine whether information may be released, a Program Manager or Deputy Director will contact County Counsel. See IV, F for policies regarding subpoenas.</b></p>	

## DESTRUCTION OF CONFIDENTIAL MATERIAL

Confidential material is any material which could be used to identify an individual or family as being an applicant or recipient of aid or services. Such material could include wastepaper, computer printouts, lists, reports, and entire or portions of case records. If the material contains a name, address or any other customer information, it is considered confidential.

### 1. DISPOSAL OF MATERIAL IN TRASH

Before placing in trash receptacles, any paper which contains confidential information must be torn or cut sufficiently so that the confidential information is destroyed.

### 2. DISPOSAL OF COMPUTER PRINTOUTS, IMAGES, LISTS, REPORTS

All printouts, images, lists and reports containing confidential information which are to be destroyed are to be placed in "confidential" boxes located in each District Office. Such materials are collected regularly by Storekeepers and transported for recycling.

### 3. DISPOSAL OF CASE RECORDS

Designated staff in each District Office box, tape and label case materials with destruction dates. Stores and Records transport these boxes to Department warehouses for maintenance until designated destruction dates.



**MONTEREY COUNTY**  
DEPARTMENT OF SOCIAL  
& EMPLOYMENT SERVICES

WORKING TOGETHER FOR OUR COMMUNITY

1000 South Main Street, Suite 216  
Salinas, California 93901  
ph 831 755-4448 fx 831 755-8477

**Elliott Robinson, Director**

**Date:** 4-8-11

**To:** All Staff

**From:** Elliott Robinson

**Subject:** Confidentiality AD 11-01

The Administrative Directive, Confidentiality of Customer / Client Information AD 11-01 is effective immediately upon receipt. An acknowledgement of receipt form is attached to this memo. Staff are to read the directive, sign the acknowledgement of receipt form, and submit it to their branch secretary.

Branch secretaries will collect and track the receipt of the acknowledgement forms for their area. When forms have been collected for everyone in the branch, the branch secretary will forward the forms in batch to Stacy Redo in HR, Life Foundation Building, STE #308.

Acknowledgement forms are due to HR no later than May 1<sup>st</sup>, 2011.

**MCDSES****MONTEREY COUNTY  
DEPARTMENT OF SOCIAL  
& EMPLOYMENT SERVICES**

WORKING TOGETHER FOR OUR COMMUNITY

**CONFIDENTIALITY POLICY ACKNOWLEDGEMENT**

I, \_\_\_\_\_, hereby certify that I have received information pertaining to my responsibilities, the policies, procedures and laws regarding maintaining the confidentiality of client records and information with the department. I understand that confidentiality is mandated by the State of California, Welfare and Institutions Code Section 10850, Section 19 of the State Operations Manual, Civil Code Section 1798, and the department administrative directives regarding confidentiality and handling sensitive cases. I have been informed that any willful or knowing violation of the law is a misdemeanor and that breach of confidentiality is grounds for disciplinary action up to and including dismissal.

Employee # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Monterey County Department of Social Services



### Administrative Directive No. 96-07

TO: All Staff December 13, 1996

SUBJECT: Parking Policy at the ~~Quadrangle~~ Life Foundation Building

IMPLEMENTATION: To establish Department Policy concerning employee parking at the Quadrangle.

REFERENCE: Director's Memo of August 21, 1996

There referenced Memo stated the Department's policy concerning employee parking in the lot behind the Quadrangle. This directive restates the basic policy and adds information concerning enforcement and monitoring.

#### I. Policy

- A. DSS employees assigned to the Quadrangle are not permitted to park their private vehicles in the **WHITE** striped parking spaces from 6:00 AM to 5:00 PM. This prohibition includes short stays under two hours. These white spaces are reserved for our clients and the customers of the other businesses in the block. Employees may use the yellow loading zone and the green spaces for the designated purpose or limited stay.
- B. All county vehicles will be parked in the spaces against the rear fence starting from the north-west corner of the lot.

#### II. Employee Parking – Monitoring & Enforcement

The DSS/Quadrangle leases give the landlord the obligation to provide parking and the authority to assign it. Quadrangle management has decided to issue parking stickers to the tenants of the building in order to provide visible identification of the cars required to be parked in the yellow employee/tenant spaces away from the building. For MCDSS, The Administrative Services Officer will manage the system of parking permits by:

- A. Maintaining an employee vehicle database using the information from the attached form which will be completed by all current and future Quadrangle employees. This form identifies employee vehicles by license number and will show the serial number of the parking permit assigned to that vehicle. Parking infractions noted by the security guards will be recorded here. Multiple vehicles for an employee will be accommodated and permits issued for each.
- B. Assigned parking permits will be affixed to employee vehicles in the lower, passenger side, corner of the back window – or as close to that location as permitted by the location of defrost wires, etc. In special situations, for example where after-market tinting may be damaged, other locations or mirror holders may be authorized

and noted in the database by the Administrative Services Officer on a case-by-case basis.

- C. As is true with the reasonable provisions of this and other Department regulations and policies, employees are expected to conscientiously comply, and supervisors and managers are responsible for seeing that their units are in compliance. Parking regulations are currently being monitored by Quadrangle security guards and multiple infractions will be taken up with tenants.

The Department and the Quadrangle is asking for everyone's cooperation with the Parking Lot Association rules so that more stringent limitations will not be imposed.

/s/ Dardell McFarlin  
Dardell McFarlin, Director



UPPER LEVEL - 1000 S. MAIN STREET, SUITE 313



PATH OF EGRESS  
 "YOU ARE HERE"  
 "USTED ESTA AQUÍ"  
 FIRE EXTINGUISHER  
 FIRE ALARM PULL  
 STATION  
 FIRE EXTINGUISHER  
 FIRE DEPT. VALVE

COMMON  
 AREA  
 CIRCULATION

FA  
 ELEVATOR

**LIFE FOUNDATION BUILDING (Average of 450 Employees)**  
**EMERGENCY ASSEMBLY AREAS**  
 Accompany Customers / Visitors to the Assembly Area  
 Check In With Your Unit Supervisor & Wait for Further Instructions

