

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 10/03)

AGREEMENT NUMBER
HD189032
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
 Department of Developmental Services

CONTRACTOR'S NAME  
 Support for Families of Children with Disabilities

2. The term of this Agreement is: July 01, 2018, (or when fully executed, whichever occurs later), through 2021


3. The maximum amount of this Agreement is: \$ 600,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit B, Attachment I--Budget	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 04/2017
Indicate Exhibits below:	
<input checked="" type="checkbox"/> Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input checked="" type="checkbox"/> Exhibit E – State Subvention Provisions	2 page(s)
Attachment: DDS' Sexual Harrassment Prevention Policy	8 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Support for Families of Children with Disabilities		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6.20.18	
PRINTED NAME AND TITLE OF PERSON SIGNING Juno Duenas, Executive Director		
ADDRESS 1663 Mission Street, #700 San Francisco, CA 94103		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Developmental Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Pamela S. Robison, Chief, Customer Support Section		
ADDRESS 1600 Ninth Street, Room 300, Mail Stop 3-18 Sacramento, CA 95814		

Exempt per:

## EXHIBIT A

### SCOPE OF WORK

#### 1. General Scope

Support for Families of Children with Disabilities (Contractor) shall enhance the capacity of family resource centers (FRC) by ensuring FRC statewide coordination, providing training and technical assistance (TA) and promoting collaboration with regional centers (RC). Contractor acts as the fiscal agent for the Family Resource Center Network of California (FRCNCA).

#### 2. Period of Performance

The term of this Agreement is July 1, 2018, through June 30, 2021.

#### 3. Contractor Responsibilities

##### A. Statewide FRC Training and Information Dissemination

Contractor shall enhance the capacity of FRCs through statewide training, coordination, and dissemination of materials.

1. Contractor shall develop and implement the following statewide trainings for FRCs:
  - a. Six (6) web-based trainings shall be offered to FRC staff on how FRCs can best serve families in their local area. Staff development trainings shall be offered to FRC staff on topics that may include social and emotional development; parent-to-parent support; information dissemination and referral; public awareness; family professional collaboration; and transition assistance for families. Training materials shall be submitted to the Department of Developmental Services (Department) for prior approval.
  - b. Two (2) face-to-face regional meetings and one (1) face-to-face statewide meeting each year. Meetings will be used to review progress on the FRC Scope of Work including parent-to parent support, outreach, best practices, and FRC activities on topics including, but not limited to, child find, parent support, referrals, social and emotional development, and outreach.
  - c. Twelve (12) monthly e-Bulletins/Newsletters to FRCs per year, which will include relevant information for FRCs, such as upcoming trainings, online resources, products, and best practices.
  - d. All training documents, materials and plans shall be provided to the Department prior to trainings.

B. Community Outreach at Statewide Activities

Contractor shall promote the use of FRCs by providing outreach to the community at specified events throughout the State. Contractor shall provide outreach at meetings of statewide committees and task forces such as the Interagency Coordinating Council on Early Intervention, the Early Start Partners Symposium, and the California State Screening in Primary Care Taskforce, as agreed upon by the Department.

C. Contractor shall inform the Department Project Representative, in writing, of all means of contacting Contractor, including the name, address (electronic and mailing), phone number, fax number, and any other method of contact.

D. Quarterly, upon the execution of the contract, Contractor shall submit to the Department written reports per the template provided by the Department. Reports shall include survey evaluations from FRC constituents regarding the quality of FRCNCA services provided.

E. The Department shall have access to updated names and contact information on all members of the FRCNCA.

F. Contractor shall not disclose any records unless authorized by law to do so.

G. Contractor shall ensure timely and adequate communication between Contractor and the Department Project Representative.

1. Ad hoc information requests from the Department shall be responded to within five (5) business days of the request, in a manner so determined by the Department, such as, phone calls and/or emails.

H. Contractor shall attend and participate in, as requested by the Department Project Representative, meetings and conference calls that relate to this Agreement.

4. Project Representatives

The Project Representatives during the term of this Agreement shall be:

<b>Department of Developmental Services, Early Start and Health Services Section</b>	<b>Support for Families of Children with Disabilities</b>	<b>Family Resource Center Network of California</b>
Emily Woolford, Chief	Juno Duenas, Exec. Director	Linda Landry, Chair
Early Start and Health Services Section	Support for Families of Children with Disabilities	FRCNCA
Phone: (916) 654-2133	Phone: (415) 282-7494 Ext. 102	Phone: (323) 255-0354
Fax: (916) 654-3255	Fax: (415) 282-1226	Fax: (323) 258-7539
Emily.Woolford@dds.ca.gov	Jduenas@supportforfamilies.org	lindajoyla@aol.com

The State and Contractor reserve the right to designate substitute representatives if necessary.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment Provisions**

Upon submission of an invoice, stating the services provided, the time period covered, and the contract number, Contractor shall be paid in arrears at the amounts specified herein or attached hereto for services performed in a manner acceptable to the State.

Invoices shall be completed in accordance with the electronic invoice template provided by the Department and shall be signed by the Family Resource Center (FRC) Fiscal Representative or Executive Director.

Send electronic invoices to: [ESHSSInvoices@DDS.CA.GOV](mailto:ESHSSInvoices@DDS.CA.GOV)

**2. Prohibition on Rollover of Funds**

Funds made available under this Agreement on an annual basis shall be encumbered in the fiscal year in which the funds were budgeted.

**3. Contract Budget Changes**

All proposed transfers between individual line items and additions or deletions of line items shall be requested in writing to the Department Project Representative. All Budget Changes will require a Contract Amendment. All Budget Change Requests must be accompanied by the Budget Transfer/Change Request form that reflects the request for budget changes. The Budget Transfer/Change Request form must be submitted at least ninety (90) days prior to the date of the desired change(s). The requested change(s) are not approved until the Contract Amendment is fully executed. This approval process takes approximately ninety (90) days. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed, and a revised budget. The State reserves the right to deny any request for line item transfers, additions, or deletions.

**4. Supplanting Program Funds**

No funding provided by the Department under this agreement shall be used to supplant local general fund moneys appropriated for the same or similar services as described in Exhibit A of this agreement. The Department and Contractor agree that no other funding source shall be saved, reallocated, or repurposed as a result of the funding provided by the Department under this agreement, and that Contractor shall maintain the existing level of services it provided prior to implementation of this agreement.

**5. Record Establishment, Access, and Retention**

Contractor shall maintain substantial records of all expenditures and revenues incurred in the performance of work under this Agreement. These records shall be maintained during the term of the Agreement and for a minimum period of three (3) years after the final payment has been issued under this Agreement or final audit has been completed, whichever is later. Contractor shall maintain the records for a minimum of three years from the date of a final Agreement and Budget if it is completely or partially terminated. Contractor shall maintain the records until the completion of the action and resolution of all issues (whichever is later) if any litigation, claim, negotiation, audit and/or on-site review, or other action involving the records has been started before the expiration of the three-year period, or the Department audits the period of time stated in any applicable statute.

**6. Budget Contingency Clause**

This Agreement is valid and enforceable only if sufficient funds are appropriated to the Department for this purpose in the Budget Act. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Agreement in any manner.

Contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are appropriated to the Department for this purpose in the Budget Act. If sufficient funds are not appropriated to the Department for this purpose, this Agreement shall terminate.

**7. Reasonableness of Billed Expenditures**

Contractor must ensure that all expenditures under this Agreement, including expenditures by the subcontractors, are necessary, reasonable, and consistent with the Scope of this Agreement.

**8. Travel Reimbursements**

Travel reimbursements must not exceed the rates of reimbursement for necessary traveling expenses, and per diem shall be set in accordance with the rates of the Department of Personnel Administration for comparable classes. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the agency. Rates and information regarding travel reimbursement can be found on the CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

**9. Accounting Procedures and Records Maintenance**

- A. Contractor shall establish and maintain fiscal control and accounting procedures necessary to assure proper disbursement of, and accounting for, all funds received under this Agreement.
- B. In accordance with Welfare and Institutions Code section 4631 (b), Contractor and all subcontractors shall be held strictly accountable for maintaining records to ensure that all expenditures billed to the Department are consistent with the Scope of this Agreement. Contractor shall keep records, as follows:

1. Contractor shall maintain books, records, documents, case files, and other evidence pertaining to the budget, expenditures, and consumers served under this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect net costs (direct and indirect) of labor, materials, equipment, supplies and services, overhead and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract, in accordance with mutually agreed to procedures and generally accepted accounting principles.
- C. Contractor may, in fulfillment of its obligation to retain the records as required by this Section, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last day of the month of reimbursement to Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized, in writing, by the State or its duly authorized representative.

#### **10. State Audits**

Contractor agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

#### **11. State Property**

All equipment, material, supplies, or property of any kind furnished by the State, or purchased from funds received under the terms of this contract, shall be the property of the State of California and used for the performance of this contract. Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, care, maintenance, protection and preservation of State of California property so as to assure its full availability and usefulness for the performance of this contract. Except as authorized in Welfare and Institutions Code section 4669.2, subdivision (a)(8), Contractor is prohibited from expending any state funds that result in the State of California owning, or incurring a liability for, real property.

**EXHIBIT B--Attachment I**

FY 18-19				TOTAL
<b>A. PERSONNEL SERVICES – SALARIES AND WAGES</b>				
Position Title	Salary		Time % or hours	
	Annual	Hourly		
1. Project Director	\$70,000		100.0000%	1. 70,000.00
2. Project Manager	\$50,000		50.0000%	2. 25,000.00
3. Information and Resource Di	\$70,000		14.2857%	3. 10,000.00
4. Financial Administrator	\$55,000		5.0909%	4. 2,800.00
5.				5.
6.				6.
7.				7.
8.				8.
9.				9.
10.				10.
11.				11.
12.				12.
13.				13.
14.				14.
Staff Benefits at			28.76%	31,000.00
<b>TOTAL PERSONNEL SERVICES COSTS:</b>				<b>138,800.00</b>
<b>B. OPERATING EXPENSES AND EQUIPMENT</b>				
1.	Office Supplies (includes postage)			1. 2,000.00
2.	Printing/Copying			2. 1,000.00
3.	Equipment	SPECIFY: Computer		3. 1,000.00
4.	Staff Training			4. 16,620.00
5.	Staff Travel			5. 7,000.00
6.	Communications			6. 3,000.00
7.	Materials (training, outreach, and support materials)			7. 1,000.00
8.	Rent	Square Footage Rental Rate 184 \$ 32.61		8. 6,000.00
9.	Rent	Square Footage Rental Rate 361 \$ 19.94		9. 7,200.00
10.	Storage			10.
11.	Other			11.
12.	Other			12.
13.	Other			13.
14.	Other			14.
<b>TOTAL OPERATING EXPENSES AND EQUIPMENT:</b>				<b>44,820.00</b>
<b>C. INDIRECT COSTS</b>				
1.	Contractor's Indirect Costs (Not to exceed 9% of Personnel + Operating Costs)			1. 16,380.00
<b>TOTAL INDIRECT COSTS:</b>				<b>16,380.00</b>
<b>E. TOTAL CONTRACT BUDGET</b>				<b>200,000.00</b>

**EXHIBIT B--Attachment I**

FY 19-20				TOTAL
<b>A. PERSONNEL SERVICES – SALARIES AND WAGES</b>				
Position Title	Salary		Time % or hours	
	Annual	Hourly		
1. Project Director	\$70,000		100.0000%	1. 70,000.00
2. Project Manager	\$50,000		50.0000%	2. 25,000.00
3. Information and Resource Di	\$70,000		14.2857%	3. 10,000.00
4. Financial Administrator	\$55,000		5.0909%	4. 2,800.00
5.				5.
6.				6.
7.				7.
8.				8.
9.				9.
10.				10.
11.				11.
12.				12.
13.				13.
14.				14.
Staff Benefits at			28.76%	31,000.00
<b>TOTAL PERSONNEL SERVICES COSTS:</b>				<b>138,800.00</b>
<b>B. OPERATING EXPENSES AND EQUIPMENT</b>				
1.	Office Supplies (includes postage)			1. 2,000.00
2.	Printing/Copying			2. 1,000.00
3.	Equipment	SPECIFY: Computer		3. 1,000.00
4.	Staff Training			4. 16,620.00
5.	Staff Travel			5. 7,000.00
6.	Communications			6. 3,000.00
7.	Materials (training, outreach, and support materials)			7. 1,000.00
8.	Rent	Square Footage Rental Rate		8. 6,000.00
		184 \$ 32.61		
9.	Rent	Square Footage Rental Rate		9. 7,200.00
		361 \$ 19.94		
10.	Storage			10.
11.	Other			11.
12.	Other			12.
13.	Other			13.
14.	Other			14.
<b>TOTAL OPERATING EXPENSES AND EQUIPMENT:</b>				<b>44,820.00</b>
<b>C. INDIRECT COSTS</b>				
1.	Contractor's Indirect Costs (Not to exceed 9% of Personnel + Operating Costs)			1. 16,380.00
<b>TOTAL INDIRECT COSTS:</b>				<b>16,380.00</b>
<b>E. TOTAL CONTRACT BUDGET</b>				<b>200,000.00</b>



**Support for Families of Children with Disabilities**

**HD189032**

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**EXHIBIT B--Attachment I**

FY 20/21				TOTAL
<b>A. PERSONNEL SERVICES – SALARIES AND WAGES</b>				
Position Title	Salary		Time % or hours	
	Annual	Hourly		
1. Project Director	\$70,000		100.0000%	1. 70,000.00
2. Project Manager	\$50,000		50.0000%	2. 25,000.00
3. Data Specialist	\$70,000		14.2857%	3. 10,000.00
4. Financial Administrator	\$55,000		5.0909%	4. 2,800.00
5.				5.
6.				6.
7.				7.
8.				8.
9.				9.
10.				10.
11.				11.
12.				12.
13.				13.
14.				14.
Staff Benefits at			28.76%	31,000.00
<b>TOTAL PERSONNEL SERVICES COSTS:</b>				<b>138,800.00</b>
<b>B. OPERATING EXPENSES AND EQUIPMENT</b>				
1.	Office Supplies (includes postage)			1. 2,000.00
2.	Printing/Copying			2. 1,000.00
3.	Equipment	SPECIFY: Equipment		3. 1,000.00
4.	Staff Training			4. 16,620.00
5.	Staff Travel			5. 7,000.00
6.	Communications			6. 3,000.00
7.	Materials (training, outreach, and support materials)			7. 1,000.00
8.	Rent	Square Footage Rental Rate 184 \$ 32.61		8. 6,000.00
9.	Rent	Square Footage Rental Rate 361 \$ 19.94		9. 7,200.00
10.	Storage	Square Footage Rental Rate		10.
11.	Other			11.
12.	Other			12.
13.	Other			13.
14.	Other			14.
<b>TOTAL OPERATING EXPENSES AND EQUIPMENT:</b>				<b>44,820.00</b>
<b>C. INDIRECT COSTS</b>				
1.	Contractor's Indirect Costs (Not to exceed 9% of Personnel + Operating Costs)			1. 16,380.00
<b>TOTAL INDIRECT COSTS:</b>				<b>16,380.00</b>
<b>D.</b>				
<b>E. TOTAL CONTRACT BUDGET</b>				<b>200,000.00</b>

## EXHIBIT D

**SPECIAL TERMS AND CONDITIONS****1. Termination Clause**

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

**2. Client Confidentiality**

All information and records regarding any client obtained in the course of providing services under this Agreement shall be confidential in accordance with Welfare and Institutions Code, Section 5328 and 4514, et seq.

**3. Dispute Resolution –Early Intervention Services Act**

- a. Should a dispute arise regarding the interpretation or performance of this agreement, an attempt shall be made by the parties to discuss and resolve the matter.
- b. If a resolution is not reached, in accordance with Government Code section 95007(d) any party to this agreement may file a grievance with the Director of Developmental Services or his or her designee (Director) to resolve a dispute that relates to payments for a given service or a dispute that relates to the California Early Intervention Services Act (Government Code section 95000 et seq.).
- c. The Director shall respond in writing to a grievance filed pursuant to this paragraph within thirty (30) days of its receipt.
- d. With regard to an intra-agency dispute described in 34 C.F.R. section 303.523, the decision of the Director shall be the final decision on the matter. If the grievance is an interagency dispute described in 34 C.F.R. section 303.523, and the party filing the grievance does not agree with the decision of the Director, the parties shall agree to a neutral arbiter selected jointly by the parties, and shall agree to be bound by the decision of that neutral arbiter.

**4. Insurance**

Contractor shall have and maintain throughout the entire term of this Agreement or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by the Contractor under this Agreement. This insurance shall be for general liability and/or professional liability and/or any other form as may be proper in the industry in which the Contractor is performing under this Agreement.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide, at least thirty (30) days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the Department of General Services, and

**EXHIBIT D**

Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

If the contract requires work of a professional nature, then Contractor agrees to maintain such types and amounts of professional liability or responsibility insurance as are customary in the industry for the work being performed under the terms of the Agreement. In no case shall the amount of the insurance be less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate.

Contractor shall furnish to the State Certificates of Insurance stating that each type and amount of insurance, as set forth above, is presently in effect for Contractor. The Certificate of Insurance must provide that the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the Agreement.

EXHIBIT E

**STATE SUBVENTION PROVISIONS**

**1. Purchase Authorization**

Prior authorization in writing by the State will be required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment or services. Contractor must provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations should be submitted with the request, or adequate justification provided in the absence of bidding. (SCM, Section 3.17.2, D.)

**2. Activities Authorization**

The State reserves prior approval authorization over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity, or educational materials to be made available for distribution by Contractor under this Agreement. Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media (SCM, Section 3.17.2, E.).

**3. Employment Standards**

All personnel employed by Contractor under this Agreement shall meet the standards of training and experience required for comparable positions in state employment, as determined by the State. If Contractor maintains a local merit or civil service system, then the personnel employed under this Agreement shall be subject thereto, providing such local system is generally comparable to standards within the state civil service system as determined by the State.

**4. Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the services performed or being performed hereunder and the premises where the services are being performed.

**5. Nondiscrimination in Services, Benefits, and Facilities**

Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

**6. Funding Restrictions**

Contractor agrees that funds received pursuant to this Agreement will not be used for construction, renovation, alternation, improvement, or repair of privately owned property which would solely enhance the value to such property to the benefit of the owner (SCM, Section 3.17.2, C.).

Title: SEXUAL HARASSMENT PREVENTION POLICY

Effective: FEBRUARY 8, 2005

Primary Author: Carol J. Risley, Chief, Office of Human Rights and Advocacy Services

Authority: California Government Code Sections 12920 et seq. and 19702 et seq.; Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act of 1990

*ORIGINAL SIGNED BY*

*FEBRUARY 8, 2005*

CLIFF ALLENBY, Director  
Department of Developmental Services

Date

## I. SEXUAL HARASSMENT PREVENTION POLICY DIRECTIVE

### Policy

The Department of Developmental Services (DDS) is committed to providing a workplace in which all individuals are treated with respect and professionalism. Consistent with this commitment, it is the policy of DDS to provide a workplace that is free from all forms of discrimination and harassment, including sexual harassment for all employees and applicants. A DDS employee is defined to include volunteers, interns, and other DDS representatives. This Sexual Harassment Policy ("Policy") prohibits not only behavior that rises to the level of sexual harassment in violation of Title VII of the Civil Rights Act of 1964 and the Fair Employment and Housing Act, but also unprofessional and disrespectful behavior that, while not unlawful, may contribute to a hostile working environment.

### Departmental Standard

To avoid unlawful sexual harassment from occurring, it is the expectation that all DDS employees comply with the above policy which prohibits sexual harassment in the workplace and is more inclusive than federal and state law. A DDS employee may violate this Policy by engaging in a single act of unprofessional or disrespectful sexual conduct, even if the conduct would not constitute sexual harassment under state or federal law. Because all forms of sexual harassment are unprofessional and

disrespectful, and may damage an individual's career and well-being, DDS will strictly enforce this Policy.

This Policy applies to all work-related conduct, and may include conduct that occurs off-duty, if such conduct negatively affects the working environment. This Policy also applies to conduct that occurs in any location that can reasonably be regarded as an extension of the workplace, such as any off-site social or business function, or any other non-DDS facility where DDS business is being conducted.

This Policy is intended to apply to behavior by non-DDS employees, including, but not limited to, contractors, volunteers, interns, and other third parties.

### Consequences of Violations

Any individual who violates this Policy, even if such conduct does not violate state or federal law, will be subject to appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification. In addition, the possibility of civil liability exists.

### Retaliation Prohibited

This Policy prohibits DDS employees from engaging in any act of retaliation or reprisal against individuals who claim a violation of this Policy, pursuing such a claim, or cooperating in any way in the investigation of such claims, regardless of the outcome of any investigation. Any individual who engages in acts of retaliation or reprisal in violation of this Policy will be subject to appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification.

## II. EXAMPLES OF CONDUCT THAT MAY VIOLATE THIS POLICY

Sexual harassment generally is defined under state and federal law as unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature that interferes with work performance by creating an intimidating, hostile, or offensive working environment.

Such conduct may constitute sexual harassment if:

- submission to the conduct or communication is made either explicitly or implicitly a term or condition of employment; or

- submission to or rejection of the conduct or communication is used as a basis for employment or service decisions affecting the individual; or
- the conduct or communication has the potential to affect an individual's work performance negatively and/or create an intimidating, hostile, or offensive work environment.

Examples of conduct that may constitute sexual harassment under the law, contribute to a hostile working environment, or violate this Policy include, but are not limited to:

- unwelcome sexual advances or sexual pressure;
- demands for sexual favors in exchange for employment benefits, whether express or implied;
- making or threatening reprisals after a negative response to sexual advances;
- verbal conduct such as derogatory or demeaning comments, slurs, sexually explicit jokes, comments about an individual's body or physical appearance, suggestive or obscene remarks, or practical jokes;
- physical conduct such as leering, sexual gestures, impeding or blocking movements, pinching, grabbing, patting, intentionally brushing up against another individual, rape, or assault;
- visual conduct such as displaying sexually-suggestive objects, cartoons, pictures, or posters; and/or,
- posting, sending, or downloading derogatory, demeaning, or sexually suggestive or explicit materials in any form via electronic mail or the internet.

Conduct in violation of this Policy may be directed against a particular individual or individuals of the opposite or same sex as the individual(s) engaging in the conduct.

### **III. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS**

Supervisors and managers are responsible for setting the tone to promote a working environment that is free from discrimination, harassment, retaliation, and unprofessional or disrespectful conduct. Managers and supervisors are expected to:



- adhere to and enforce this Policy;
- communicate this Policy to the employees under their supervision and management;
- refrain from engaging in, condoning, tolerating, or leaving uncorrected conduct that violates this Policy;
- take pro-active steps to prevent unprofessional or disrespectful conduct, including, but not limited to, review and discuss this Policy with staff on a regular basis and maintaining appropriate documentation of such discussions;
- attend required training on this Policy and ensure employees under their supervision and management attend required training and sign and date a training copy of this Policy after each training session; and,
- take immediate and appropriate corrective action to stop conduct that violates this Policy and document measures taken.

When a supervisor or manager becomes aware of conduct that may violate this Policy, the supervisor or manager is required to notify his/her immediate supervisor and the worksite EEO Coordinator.

The failure by a supervisor or manager to take immediate and appropriate action to correct violations of this Policy will result in appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification.

#### Management Inquiries

The Director, Deputy Directors, and Executive Directors at the developmental centers (DC) and community facilities (CF) or their designees may initiate an investigation if they are made aware of behavior which appears to be discriminatory in nature, even though a complaint has not been filed. This does not preclude an employee from filing a formal complaint while an inquiry is being conducted. If the employee is not satisfied with the outcome of the management inquiry, he or she may file a formal complaint as described below in section V.

#### IV. RESPONSIBILITIES OF EMPLOYEES

All DDS employees are expected to behave in a respectful and professional manner, adhere to this Policy, and attend required training on this Policy.

Employees are strongly encouraged to report any alleged violations of this Policy so DDS may take appropriate corrective action to remedy the situation. Employees who believe they have witnessed or been the victim of conduct that violates this Policy should report the incident immediately, pursuant to the complaint process described below. All applicants/employees involved in the investigation of a complaint are expected to cooperate fully with the DDS's efforts to resolve the complaint.

## **V. THE COMPLAINT PROCESS**

DDS strongly encourages individuals to report alleged violations of this Policy as soon as possible after an alleged incident(s) occurs. Any delays in reporting alleged violations may make the complaint more difficult to investigate, potentially adversely affecting the outcome of the investigation. Delays in reporting violations also may have negative consequences with respect to filing a complaint, and/or an appeal, with the State Personnel Board (SPB), the State Department of Fair Employment and Housing (DFEH), or the U.S. Equal Employment Opportunity Commission (EEOC). Failure to utilize the DDS's internal procedures to report violations of this Policy may negatively impact subsequent claims. Any DDS employee or applicant for employment who believes this Policy has been violated is encouraged to report any such alleged violations to any of the following:

- the employee's immediate supervisor;
- any DDS supervisor or manager;
- one of the designated EEO Counselors; and/or,
- the worksite EEO/Human Rights Office.

No individual is required to contact his/her immediate supervisor first to report conduct believed to be in violation of this Policy. Any of the above listed options may be utilized by an individual seeking to report a violation of this Policy. In an effort to resolve the workplace issue(s) without filing a formal complaint, an individual may, but is not required to, inform the person engaged in the conduct believed to be in violation of this Policy that their conduct is unwelcome. Often individuals are unaware that their conduct is offensive and may be receptive to this approach and stop the offensive conduct.

While discretion is used in addressing complaints, complete confidentiality cannot be guaranteed due to the need to take immediate and appropriate action when allegations of discrimination are brought to management's attention, whether or not a formal complaint is filed.

### Informal Complaint Process

All DDS employees/applicants for employment may file an informal (verbal) complaint of discrimination with any of the above-designated individuals. Employees/applicants may discuss the matter (although not required) with a trained EEO Counselor. The Counselor will attempt to seek resolution of the matter on an informal basis. All alleged violations of this Policy will be assessed and appropriate action taken whether or not the complainant wishes to pursue the complaint. Upon completion of the counselor's efforts to resolve the informal complaint, the counselor will document his or her efforts in a written Report of Inquiry which includes the results of the inquiry and attempts to resolve the matter. The completed report is provided to the EEO Office which will work with management to assure appropriate follow-up action is taken. Employees/applicants may bypass the informal process and file a formal written complaint.

### Mediation Program

In addition to working with an EEO Counselor, employees/applicants may consider using the State Personnel Board (SPB) State Employee Mediation Program, which is a voluntary program designed to facilitate resolution of workplace disputes using trained mediators outside DDS. For information regarding this program, you may contact the DDS Office of Human Rights and Advocacy Services (OHRAS) at (916) 654-1888.

### Formal Complaint Process

Employees/applicants may file a formal complaint within 365 days of the alleged discriminatory event. The DDS Formal Complaint of Discrimination (DS 312) form should be used to document complaints. The DS 312 is available on DDS's intranet OASIS homepage or can be obtained by contacting the worksite EEO/Human Rights Office or OHRAS.

If an individual files a Formal Complaint of Discrimination with his/her immediate supervisor, any DDS supervisor or manager, the worksite EEO Coordinator or Counselor, or DDS's Equal Employment Opportunity Office, the following process will be followed:

- The local worksite EEO Office will review the complaint and determine whether a formal investigation is warranted.
- If the EEO Office determines an investigation should be conducted, a trained investigator will be assigned to complete a thorough and complete investigation. A Report of Findings will be prepared.

- The Chief Deputy Director/Executive Director or their designee will review the Report of Findings and determine whether a violation of this Policy has occurred and make recommendations as to appropriate corrective and/or disciplinary action that should be taken, if any, based on the findings. Both parties will be provided with a Letter of Determination upon completion of the investigation.

### Appeal Process

If the individual who filed the complaint is not satisfied with DDS's decision, the individual may file an appeal directly with the SPB Appeals Division within 30 days after receipt of the Executive Director/Chief Deputy Director letter of determination.

Developmental Center/Community Facility (DC/CF) employees/applicants may also choose to appeal the Executive Director's (or designee's) determination to the Director of DDS within 30 days of receipt of the letter of determination. DC/CF appeals to the Director will be assigned to the OHRAS for review. The Director (or designee) will notify the complainant of the final DDS decision and appeal rights. If dissatisfied, the DC/CF employee/applicant may then appeal the Director's decision to SPB Appeals Division within 30 days of receipt of the final DDS decision from the Director.

### Other Avenues for Complaints

DDS employees and applicants for employment may also file a complaint with the following entities:

*Department of Fair Employment and Housing (DFEH)*  
<http://www.dfeh.ca.gov/>  
2014 T Street, Suite 210  
Sacramento, CA 95814  
1-800-884-1684  
916-227-0551

*U.S. Equal Employment Opportunity Commission (EEOC)*  
<http://www.eeoc.gov/>  
901 Market Street, Suite 500  
San Francisco, CA 94103  
415-744-6500

Some employees have provisions in their respective collective bargaining unit contracts for filing discrimination complaints within the grievance process. Individuals represented by an employee union may wish to review their contract to see if this option is available.

**VI. RIGHT OF ACCESS TO PERSONAL INFORMATION**

Investigations of complaints alleging a violation of this policy are protected from disclosure for the duration of the investigation, or any other related investigation. Once the investigation is completed, all individuals identified in the record have the right of access to any information which pertains to them, whether they are the complainant, the respondent, or a witness.

Requests for personal information contained in investigative files should be made on form DS 43 (Request to Inspect Public Records). At Headquarters, requests should be submitted to OHRAS; at the DCs and CFs, requests should be submitted to the EEO Coordinators.

A fee of \$.10 per page may be charged for copying personal information contained in investigative files.

Access to requested information from investigative files will be provided as soon as possible; however, it may take up to 30 days to allow sufficient time to delete personal information about others. Access to investigative files which are stored at another location may require up to 60 days.

Responses to requests for personal information from investigative files may be made by providing a copy of the text of the material with such deletions as are necessary to protect the identity of the source, or consist of a comprehensive summary of the substance of the material. The type of response is at the discretion of the Department.

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Questions regarding this Policy should be directed to:

**OFFICE OF HUMAN RIGHTS AND ADVOCACY SERVICES  
1600 NINTH STREET, ROOM 240, MS 2-15  
SACRAMENTO, CALIFORNIA 95814  
(916) 654-1888**