

**County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division**  
solicitation on behalf of the

**Health and Human Services Agency**

**Request for Qualifications  
#21-952-038**



**Homeless Interim Housing Site  
Operations and Case Management**

**Submittal Deadline:  
June 1, 2021 not later than 3:00 PM (PST)**

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Attachment A – Sample Agreement for Services\*

Attachment B – Sample Facility Use Agreement

Attachment C – EDOK HMIS Policy and Procedure Guide

Attachment D – Operations and Case Management for Homeless Interim Housing  
Budget Tool

Attachment E – El Dorado County Board of Supervisors Travel Policy

\*The attached Sample Agreement for Services and Sample Facility Use Agreement is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

## 1.0 INTRODUCTION

The County of El Dorado (County) is topographically divided into two (2) zones. The northeast corner of the County is in the Lake Tahoe basin and is commonly referred to as the “East Slope” of the County, while the remainder of the County is in the area west of Echo Summit or “West Slope” of the County. The United States Census estimates that, as of 2014, the population of El Dorado County was 183,087.

The County’s Housing and Homeless Program has received grant funding from State and Federal sources for the purpose of purchasing an interim housing site to shelter homeless persons. This site, once fully operational, is anticipated to include twenty-six (26) rooms, at a former hotel site on the West Slope.

The purpose of the Request for Qualifications (RFQ) is to identify best qualified service providers who can manage operations at the interim housing site on the West Slope; no services on the East Slope are being solicited as a result of this RFQ.

For the purposes of classifying and categorizing reporting requirements and defining target populations, the United States Department of Housing and Urban Development (HUD) provides definitions of four (4) categories of individuals defined as homeless:

1. Literally Homeless;
2. Imminent Risk of Homelessness;
3. Homeless under other Federal statutes; and
4. Fleeing/attempting to flee domestic violence.

The population housed at this interim housing site will be prioritized to meet HUD’s Category 1 definition – “Literally Homeless.” However, the site may also house individuals who meet the Category 2 definition of “Imminent Risk of Homelessness.”

As this site is an Interim Housing (sometimes referred to as “Bridge Housing” in common vernacular with the preference of HUD being “Interim Housing”) the intent of this housing model is to provide short-term housing with a goal of transitioning individuals housed at the site into permanent housing solutions as units are identified and become available. At present, the site is currently housing medically vulnerable homeless persons, as a part of the County’s response to the COVID19 pandemic. Many of these individuals have already received some forms of case management and support for obtaining assistance and document readiness; what prevents these individuals from transitioning from this site is a need for additional providers offering rehousing services and the lack of availability of affordable housing units.

### **RFQ/Process Addendums:**

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the County's Procurement and Contracts Division.

All interpretation or corrections, as well as any additional RFQ provisions that the County may decide to include, will be made only as an official addendum that will be posted to the County's website at <http://edcapps.edcgov.us/contracts/invite.asp> and it shall be the Respondent's responsibility to ensure they have received all addendums before submitting a Statement of Qualifications (SOQ). Any addendum issued by the County shall become part of the RFQ and will be incorporated into the SOQ.

The County will not be bound by oral responses or inquires or written responses other than written addenda.

### **Facility Use Agreement:**

The Respondent selected as a result of this RFQ will be required to negotiate an agreement for services with the County (a sample is attached as Attachment "A") as well as a Facility Use Agreement (a sample is attached as Attachment "B").

It is **critical for all Respondents to note, services may not begin until the County's purchase of the interim housing site is complete**. Both Agreements cannot and will not be executed until the property is officially owned by the County; the services solicited as a result of this process are one-hundred percent (100%) contingent upon the completion of that purchase.

The Facility Use Agreement will specify the County's roles and the selected service provider's roles specific to the physical interim housing site, given the site will be owned by the County but operated by the selected service provider. The sample Facility Use Agreement attached is for illustrative purposes only, as specific terms and conditions are still in development while the County undergoes the purchasing process for the site. However, a Facility Use Agreement will be required for the site prior to the selected service provider beginning operations.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

This RFQ includes a description of the evaluation and selection process, Scope of Work, SOQ submittal requirements, and insurance requirements.

The following schedule is for reference purposes:

RFQ Issuance	April 29, 2021
Deadline for Final Questions	May 12, 2021
Due Date for Submissions	June 1, 2021

## 2.0 SCOPE OF SERVICES

The County is seeking a provider who will be responsible for operations at the interim housing site, which ideally will include comprehensive service provisions. The County also understands that due to limited local provider capacity, a comprehensive approach to may not be feasible. As a result, the County will accept SOQs from any eligible respondent who can provide oversight of site operations exclusively, if no other provider exists that is capable of providing operations and comprehensive services. What follows is a list of services the County would prefer:

### A. Case Management

Ideally, the selected service provider will engage clients with active case management to help prepare the clients for a transition to permanent housing. This case management should include but is not limited to:

- Conducting weekly one-on-one meetings with each of the clients housed on site;
- Working with clients to create personalized, client-directed housing goals;
- Helping clients to establish “document readiness” necessary for clients to meet common lease application requirements;
- Assisting clients in the identification of appropriate housing options; and
- Collaborate with the County to document client enrollment in assistance programs in order to ensure income that will support transition into permanent housing sites as they become available.

### B. Local Homeless System Collaboration

Services for homeless individuals in El Dorado County are provided by numerous community-based organizations as well as the County. Together, these organizations work collaboratively as a part of the El Dorado Opportunity Knocks Continuum of Care (EDOK CoC), in order to establish a common vision for services as well as to coordinate efforts.

The service provider selected as a result of this RFQ process will, at a minimum, be required to participate in regular case coordination meetings

with EDOK CoC partners and to attend EDOK CoC general membership meetings. Additionally, the nature of operating the interim housing site will necessitate close collaboration and coordination with the Coordinated Entry Services (CES) provider (working throughout the County to connect homeless individuals with services including those offered at the interim housing site), as well as local behavior health and medical services providers, specific to each client's needs.

### C. Reporting

Client level data will need to be recorded for reporting purposes in the Homeless Management Information System (HMIS) utilized within El Dorado County. The selected provider will be required to undergo training on the use and operation of the HMIS system and then use this system in order to capture and report data to the County at intervals to be specified in the contract resulting from this RFQ.

The EDOK HMIS Policy and Procedure Guide has been attached to this RFQ for reference (Attachment "C").

### D. Housing First Principles

All services, as well as the interim housing itself, must be operated consistent with Housing First principles.

"Housing First" is an approach that quickly and successfully connects individuals and families experiencing homelessness with permanent housing, without preconditions and barriers to entry, including but not limited to sobriety, treatment, or participation in services. Supportive services are offered to maximize housing stability and prevent return to homelessness, but cannot be used as a condition that must be met to enter housing.

The California Welfare and Institutions Code (WIC) Section 8255(b), provides eleven (11) core components of Housing First principles:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

#### E. Optional/Additional Service Components

While not required in order to respond to this RFQ, Respondents are welcome to propose additional supportive services that can complement the case management and interim housing offered at the site. These additional service components can include, but are not limited to, Rapid Rehousing Services, Housing Locator/Navigator Services, and/or behavioral health interventions or therapies.

Respondents interested in providing these services in addition to case management and operating the site, will be directed to do so as a part of the narrative as indicated in Section 4 of this RFQ.

## F. Service/Staffing Model

The County is open to creative/innovative staffing models to meet the operational need at this site. At a minimum, the selected provider will need to have a capability to respond to the site twenty-four (24) hours per day, seven (7) days per week, for exigent/emergency circumstances. This minimum requirement is specific to “on call” response; the County has no expectation the interim housing site will be physically staffed on-site at all hours.

## G. Racial Disparity Effort and Data Requirements

As a requirement of service provision related to this RFQ and as a part of an effort to meet State reporting requirements, the County will require the selected service provider to address racial disparities in its service provision for homeless individuals. While not an evaluative component considered in the selection process for this RFQ, **all Respondents will be required to examine racial disparities in their service provision and develop a plan for addressing racial disparities.** This plan must be submitted with the SOQ seeking funding as a result of this RFQ, as identified in Section 4.4 of this RFQ. Subsequent to a negotiated agreement, the service provider will be required to report to County efforts and outcomes related to reducing any racial disparities.

The required plan for addressing racial disparities must, at a minimum, answer the following questions:

- What are the service area’s racial demographics and those within the service area of the proposed project?
- What are the outcomes of the homeless response system based on race?
- What race-based disparities exist amongst those receiving services?
- How will underserved and marginalized communities learn about and enter into interim housing services?
- What marketing and communication strategies will be used to increase equitable access to interim housing services?
- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities, and those who have experienced homelessness being centered in a meaningful, sustained way to help influence effective approaches to reducing and ending homelessness in these communities?
- What partnering organizations will the Respondent work with that focus on addressing racial equity in housing and homeless response, and what is the nature of that partnership?

The required plan must also include proposed outcomes related to reducing disparities in services for underserved and traditionally marginalized



communities. Outcomes proposed must include clearly defined metrics that demonstrate both a current state of services, a goal for reducing disparities, and a method for measuring the reduction over the course of the funding cycle.

In furtherance of the goals of reducing racial disparities amongst homeless individuals and those impacted by COVID-19, organizations serving traditionally unserved or underserved populations are encouraged to submit responses, emphasizing achievable reductions to racial disparities in service provision.

### **3.0 ELIGIBILITY**

To be considered eligible to submit a bid in response to this RFQ, the following eligibility requirements must be met:

- A. Provide a written certification that all services will be provided consistent with Housing First Principles.
- B. Provide a plan for addressing racial disparities, consistent with Section 2. "Scope of Services", "G. Racial Disparity Effort and Data Requirements."
- C. Provide a Statement in the Cover Letter, indicating the organization understands if selected, it will be required to negotiate an Agreement for Services with the County substantively similar to the Sample Agreement (Attachment "A") as well as a Facility Use Agreement (Attachment "B"). This statement should further specify the respondent has read and understands the County's insurance requirements and that if selected, the respondent will meet these requirements.

**Responses received that do not meet these eligibility requirements will be rejected as unresponsive and will not be evaluated.**

### **4.0 SUBMITTAL FORMAT REQUIREMENTS**

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably. The document shall be 8-1/2 inches by 11 inches in size or shall be folded to that size.

All responses shall contain the following elements, and in the order given:

## **A. Cover Letter**

A Cover Letter must be submitted by the Respondent and be signed by an individual authorized to bind the organization contractually.

The Cover Letter submitted in response to this RFQ must specifically state the following:

“By submitting a response, I am certifying...

- If selected, all services provided will be consistent with Housing First Principles.
- I have read and I understand that if selected I will be required to adhere to enter into an Agreement for Services with the County, similar in scope to the sample agreement (Attachment A).
- I have read and I understand that if selected I will be required to enter into a Facility Use Agreement with the County, the terms and conditions of which may be similar in scope to those in the sample Facility Use agreement (Attachment B).
- I have read and I understand that if selected I will be required to meet the County’s insurance requirements as identified in the sample agreement.” (Attachment A).”

## **B. Statement of Qualifications**

All eligible Respondents should submit a Statement of Qualifications (SOQ) consistent with the requirements identified below. Respondents who fail to submit a SOQ will not be evaluated further. The SOQ will be the primary factor in determining preference and will be evaluated to determine most qualified and most experienced responses.

### **1. Executive Summary**

The Executive Summary section of the response should address the Respondent’s overall approach to providing the services solicited in this RFQ at the interim housing site. At a minimum, the Executive Summary should:

- a. Describe the Respondent’s understanding of the need for interim housing services in El Dorado County; and
- b. Describe the Respondent’s overall intent and approach for meeting the need for providing operational oversight and case management for the interim housing site.

## **2. Plan for Services**

The plan for services should address the Respondent's plan for providing operational oversight and case management services at the interim housing site, including any optional and/or additional service components unique to the Respondent's approach for providing these services. All descriptions within the plans should include goals and the steps that will need to be taken to achieve those goals. Goals should have measurable outcomes or milestones to help the County understand how to measure when the goal been achieved. At a minimum, the plan should also address:

- a. A description of the staffing plan that will be used to provide operations and case management at the homeless interim housing site;
- b. A description of services to be provided at the homeless interim housing site, any service models that will be implemented, and any optional/additional or complimentary services that will enhance service provision;
- c. A description of the plan for collaborating with local homeless system partners including how the respondent will ensure participation at CoC case coordination meetings as well as CoC general membership meetings; and
- d. A description for the plan for capturing, handling, and reporting all data, including how HMIS will be used, how data integrity will be ensured, and how responsibilities for data will be clearly defined to meet evolving requests for data from State and Federal funders.

## **3. Capability and Experience**

The Capabilities and Experience section should provide an overview of the organization's history and experience serving homeless individuals in California. At a minimum, it should address the following:

- a. A description of the organization's experience serving clients defined by HUD as Category 1 "Literally Homeless";
- b. A description of the organization's specialized training, expertise, or demonstrable proficiency in achieving successful outcomes for highly vulnerable homeless individuals;
- c. A description of the organization's history and experience providing services consistent with Housing First Principles; and
- d. A description of the organization's proficiency and expertise in providing case management services, including the process for case management, the tools involved in tracking case information, and the organization's approach.

#### 4. Budget and Budget Narrative

Complete the Operations and Case Management for Homeless Interim Housing Budget Tool attached to the RFQ as Attachment "D".

The completed budget should include all Direct Costs necessary to perform the services identified in the RFQ for an anticipated 3 year term. Respondents should identify all personnel/position costs inclusive of salary and benefits, any contract or subcontract costs that will be incurred (whether for goods or services), any operational costs, as well as Indirect Costs (Facilities & Administrative [F&A] costs). Important considerations are as follows:

- Travel expenses would require extraordinary levels of justification to be approved, considering the services are to be offered at the interim housing site. In the event that any travel costs are necessary, these costs should be proposed consistent with the El Dorado County Board of Supervisors Travel Policy (Attachment "E").
- Indirect Costs (F&A costs) can only be reimbursed as a percentage of actual costs billed on a monthly basis. As a result, Respondents must factor these costs as a percentage of the total direct costs proposed. Indirect cost rates in excess of ten percent (10%) of the total direct costs proposed will not be evaluated favorably. Should the Respondent propose additional office space off-site from the interim housing site, the costs of this office space would need to be within the F&A cost rate, as the site would be primarily administrative.
- All proposed costs should include a description or formula indicating how the total cost amount was determined. Attachment "D" provides a sample for creating a consistent format.

Proposed Direct Costs are those costs directly related to the activities solicited in this RFQ. They may include staff time for case management, providing operational oversight, or performing other activities directly related to the interim housing site's goals. These costs do not include administrative costs/time or other extraneous costs not directly related to performance.

In addition to completing the Attachment "D", the Respondent must also include a budget narrative. At a minimum, the detailed budget narrative should address:

- a. All factors of cost included in the rate for each personnel/position proposed, including the types of benefits offered, the time commitment of the position, and the qualifications of the position;
- b. A description of how the positions proposed will be sufficient to provide the services solicited in the RFQ;

- c. A description of all non-personnel costs and how these costs are necessary and reasonable for the performance of the activities necessary for the operations of the interim housing site; and
- d. A description of what costs are included in the proposed F&A rate.

## 5.0 QUESTIONS

- 5.1 Questions regarding this RFQ must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **May 12, 2021**.
- 5.2 All emails must have “**RFQ #21-952-038 – QUESTION**” as their subject, and all envelopes or containers must be clearly marked “**RFQ #21-952-038 – QUESTION**” for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.
- 5.3 Questions will **not** be accepted by telephone, facsimile (fax), or orally.
- 5.4 The County reserves the right to decline a response to any question if, in County’s assessment, the information cannot be obtained and shared with all Respondents in a timely manner.
- 5.5 A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the County website on or about **May 21, 2021**.
- 5.6 All inquiries shall be submitted by email to: [matthew.potter@edcgov.us](mailto:matthew.potter@edcgov.us)  
or by U.S. Mail to: County of El Dorado  
Procurement and Contracts  
2850 Fairlane Court  
Placerville, California 95667  
RFQ #21-952-038 – Question
- 5.7 Respondents are cautioned that they are not to rely upon any oral statements that they may have obtained. Respondents shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFQ.

## 6.0 SUBMITTAL INSTRUCTIONS

- 6.1 Submit one (1) original, three (3) hard copies, and one (1) electronic copy via USB drive, of your Statement of Qualifications (SOQ) not later than the time and date indicated on the cover page of this RFQ. All submittals shall

be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.

**6.2** SOQs shall be submitted ONLY to:

El Dorado County  
Procurement and Contracts Division  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Matthew Potter

**6.3** The County shall not be responsible for submittals delivered to a person or location other than specified herein. Submittals delivered to a location other than the above will not be considered duly delivered or timely. The County shall not be responsible for rerouting submittals delivered to a person or location other than that specified above.

**6.4** Faxed or emailed submittals will not be accepted.

**6.5** Late submittals may not be accepted or considered.

**6.6** All submittals, whether selected or rejected, shall become the property of the County and will not be returned.

**6.7** The County reserves the right to waive minor defects and/or irregularities in SOQs, and shall be the sole judge of the materiality of any such defect or irregularity.

**6.8** All costs associated with SOQ preparation shall be borne by the Respondent.

**6.9** It is the responsibility of the Respondent to ensure that the SOQ is received in the Procurement and Contracts Division prior to the RFQ opening deadline date and time. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

## **7.0 EVALUATION**

The following criteria and rating schedule will be used to determine the most highly qualified Respondent(s):

Evaluation Criteria		Maximum Points
A.	Executive Summary	16 points
B.	Plan for Services	64 points
C.	Capabilities and Experience	80 points
D.	Budget and Budget Narrative	40 points
<b>Total</b>		<b>200 points</b>

## 8.0 SELECTION PROCEDURE

County staff will open SOQ's following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Respondents submitting SOQ's. The contents of all SOQ's, or any other medium which discloses any aspect of the SOQ, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.

A Selection Committee will be appointed by the County to evaluate the SOQ's. It is anticipated that representatives from the County and other local government entities, if necessary, will conduct the evaluations. The Selection Committee may interview Respondent firms during the selection process if it is determined to be necessary.

When evaluation of the SOQ's and presentations has been completed, a Respondent will be selected and negotiations will be initiated. If for any reason a contract cannot be negotiated, the County reserves the right to select the next ranked prospective Respondent. The County will then make recommendations for selection to the Purchasing Agent or County Board of Supervisors based on the criteria outlined in the preceding sections.

## 9.0 MODIFICATION OR WITHDRAWAL OF SOQ

A Respondent may withdraw its SOQ at any time **prior** to the submittal deadline by a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Respondents may thereafter submit a new or modified SOQ **prior** to the submittal deadline.

To be considered, the new submittal must be received in writing, with the same number of copies as the original SOQ, prior to the date and time specified above, for receipt of SOQs.

## **10.0 AWARD**

Response to this RFQ will not necessarily result in an agreement with the County. SOQ opening and analysis does not constitute award of an agreement. The County Board of Supervisors will determine final award of any resulting agreement. The agreement is not in force until it is signed and executed by the County Board of Supervisors or Purchasing Agent.

## **11.0 CONFLICT OF INTEREST**

Respondents warrant and covenant that they have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Respondents shall have no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under the resulting agreement and shall not enter into any such business or financial relationship with any such employee(s) during the term of the resulting agreement.

## **12.0 COUNTY RIGHTS**

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any SOQ.
3. Not enter into any agreement.
4. Not select any Respondent.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.
8. Interview Respondents prior to award.
9. To request additional information during an interview.
10. Reject any and all SOQ's.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the Respondent from full compliance with the contract requirements if the Respondent is awarded the contract.



### **13.0 EL DORADO COUNTY WEBSITE REQUIREMENTS**

It is the Respondent's responsibility to monitor the County's website for possible addenda to this RFQ to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her SOQ in accordance with original RFQ requirements and all required addenda. All available RFQs and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of Respondent to obtain this information shall not relieve him/her of the requirements contained therein. Those Respondents not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

### **14.0 PUBLIC RECORDS ACT**

All SOQs and materials submitted shall become property of the County and will not be returned. All responses, including the accepted SOQ and any subsequent contract, become public records in accordance with the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful SOQ are not considered proprietary information. Respondents which indiscriminately identify all or most of their SOQ as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a SOQ as available for public inspection once the County has selected a successful Respondent. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your SOQ, you must identify any such information, together with the legal basis of your claim in your SOQ, and present such information separately as part of your response package.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated

proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

### **NOTICE TO RESPONDENTS**

The Procurement and Contracts Division will no longer mail out hard copy letters advising participating Respondents of RFQ results. Please visit our website at <http://edcapps.edcgov.us/contracts/bidresults.asp> for RFQ results. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ and the number of responses received.

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and \_\_\_\_\_, a \_\_\_\_\_, duly qualified to conduct business in the State of California, whose principal place of business is \_\_\_\_\_, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide \_\_\_\_\_; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide

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**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period \_\_\_\_\_ through \_\_\_\_\_, unless terminated earlier pursuant to the provisions contained herein below in Article XIII, "Fiscal Considerations," or Article XV, "Default, Termination, and Cancellation."

**ARTICLE III**

**Compensation for Services:**

A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit # – "Rates," attached hereto and incorporated by reference herein. (or inserted here, if simple)

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit #, attached hereto and incorporated by reference herein.

Also available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx). Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><a href="mailto:BHinvoice@edcgov.us">BHinvoice@edcgov.us</a></p> <p>Please include in the subject line: "Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Article I, "Scope of Services." For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

1. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

1.1. For those situations where a service is disallowed by HHSa on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSa after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSa's Chief Fiscal Officer

C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed:

Description	Term	Amount
<b>Maximum Obligation:</b>		

D. **MHSA Funding:** Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services (MHSA) funding in the County’s Performance Contract Agreement 18-95214, or as amended or replaced, available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx), and as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and Contractor agrees to comply with the provisions in Section 5650 through 5667

E. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at [https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa\\_plans.aspx](https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx).

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XV, “Default, Termination, and Cancellation.” In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

**ARTICLE IV**

**Audits, Compliance, and Monitoring:**

- A) Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B) Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this

Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

- C) All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D) Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XV, "Default, Termination, and Cancellation."
- E) Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

#### **ARTICLE V**

**Assurance of Compliance:** Contractor shall comply with Exhibit #, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit # upon request by County.

#### **ARTICLE VI**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter

into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE IX**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE X**

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit # and incorporated by reference herein.

#### **ARTICLE XI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

#### **ARTICLE XII**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

### **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.



## **ARTICLE XIV**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XV**

### **Default, Termination, and Cancellation:**

- A) **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B) **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C) **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D) **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**ARTICLE XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
2850 Fairlane Court  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)  
(Address)  
(City, State, Zip)  
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

**ARTICLE XVII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under Article XVI, "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XVIII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or

death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XIX**

### **Litigation:**

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

## **ARTICLE XX**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A) Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D) In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E) Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F) The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G) Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or

times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of 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 Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H) The certificate of insurance must include the following provisions stating that:
- 1) The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J) Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L) The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O) Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## ARTICLE XXI

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## ARTICLE XXII

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## ARTICLE XXIII

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE XXIV

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

## ARTICLE XXV

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of

public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XXVI**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXVII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXVIII**

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXIX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXX**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its

profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

#### **ARTICLE XXXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXXIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXXIV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXXV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

#### **ARTICLE XXXVI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

#### **ARTICLE XXXVII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

SAMPLE



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

Dated: \_\_\_\_\_

**OR**

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- CONTRACTOR --

IF CORPORATION, LLC, ETC.  
(COMPANY NAME, INC.)  
(A [NAME OF STATE] CORPORATION)  
IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary

(insert contract preparer's initials)

**Attachment B**

**Facilities Use Agreement  
#XXXX**

**THIS FACILITY USE AGREEMENT (“Agreement”)** is made by and entered into between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called “County,” and **LESSOR**\_\_\_\_\_, hereinafter called “Lessor.”

**RECITALS**

**WHEREAS**, County has contracted with Lessor to operate the County’s Homeless Interim Housing Site (HIHS); and

**WHEREAS**, in furtherance of these services, Lessor requires facilities to be used for management, operations, and administration of these services; and

**WHEREAS**, County owns certain property at\_\_\_\_\_, the HIHS; and

**WHEREAS**, Lessor has requested, and County has consented to, Lessor’s use of County property, solely in the furtherance of HIHS services.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

**1. PREMISES**

County hereby grants to Lessor and Lessor hereby accepts from the County, for and in consideration of the services provided, covenants and agreement hereinafter set forth, the use of the "Premises" described as follows:

A defined area of APN: XXX-XXX-XX  
Known as:  
The Homeless Interim Housing Site (HIHS)  
XXX xxxxxxxx

The Premises consists of approximately xxxx square feet of space. See Exhibit A, attached hereto and incorporated by reference herein.

**2. TERM**

The term of this Agreement shall be concurrent with the term of the Homeless Interim Housing Site Operations and Case Management Agreement (HIHS Operations Agreement #XXXX); the term shall commence upon the first date that the HIHS Operations Agreement commences. The Term will automatically renew at such time as the HIHS Operations Agreement renews, and will terminate automatically upon termination or expiration of the HIHS Operations Agreement, which may be terminated for any reason upon one hundred eighty (180) days written notice.

**3. AS-IS**

Lessor acknowledges and agrees that, except as otherwise specifically provided herein, the County has not made, does not make, and specifically disclaims, to the extent allowed by law, any representations; warranties, including, but not limited to, promises; covenants; agreements; or guarantees of any kind or character, whether express or implied, oral or written, or past, present, or future, concerning the Premises. Notwithstanding the foregoing, Lessor shall not be liable for and County shall indemnify Lessor from and against any third party claims arising from or related to claims that the Premises is not compliant with applicable laws, including without limitation ADA laws.

**4. USE OF PREMISES, EXISTING EQUIPMENT, AND FURNITURE**

The Premises shall not be rented to or used by persons or organizations other than Lessor, except where such use by the non-Lessor entity or person is in conjunction with and related to a Lessor activity or event as approved or scheduled by the El Dorado County Facility Manager. Any and all uses other than those specifically provided in this Agreement, including but not limited to advertising, fund raising, or showcasing, are prohibited, in light of the County's assumption of responsibility for maintenance of the Premises and payment of utility costs.

Lessor may use existing County equipment and furniture currently contained on the premises, **as outlined in the attached Exhibit B "Inventory."** The provision of this equipment and furniture shall be "as is." The County does not warrant its condition or its suitability for the purposes Lessor intends. County shall not be responsible for normal, routine, emergency, or on-going maintenance, repair, or replacement of said equipment or furniture. The purchase or lease of any new or replacement equipment or furniture shall be the sole responsibility of and expense of Lessor. Lessor shall not make or permit any other person to add any equipment to the Premises without the written consent of the County Facility manager.

**5. PROHIBITED USE**

Lessor shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- A. Increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- B. Violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- C. Obstruct or interfere with the rights of other tenants or occupants of the building or injure them; and
- D. Constitute commission of a waste on the Premises.

**6. INSURANCE**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers Compensation Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of 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 Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

**7. INDEMNIFICATION**

Lessor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of Lessor or its officers, agents, patients, employees, contractors, subcontractors, or business invitees, or Lessor's use of the Premises to the extent such loss, damage, injury, or liability is not covered by the insurance required as provided for in paragraph 6 "INSURANCE" above, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of County, or the willful misconduct of County. The duties of Lessor to indemnify and save County harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Agreement for any event.

**8. ALTERATIONS**

Lessor shall not make or permit any other person to make any alterations or add any equipment to the Premises without the written consent of the El Dorado County Facility Manager. Should the County consent to the making of any alterations or additional fixtures to the Premises by Lessor, the alterations shall be made at the sole cost and expense of Lessor by a contractor or other person selected by Lessor and approved in writing by the El Dorado County Facility Manager before work commences. Any and all approved repairs or alterations shall be done in accordance with applicable building codes and Public Contracting requirements. Any and all alterations or permanent improvements made to the Premises shall become the property of the County immediately upon completion and shall remain on the Premises upon expiration or termination of this Agreement.

**9. MAINTENANCE, REPAIRS, AND UTILITIES**

The County shall be responsible for normal, routine, emergency, and on-going maintenance and repair of the entire Building, interior and exterior, including, interior and exterior walls and floors, windows, parking areas, sidewalks, retaining walls, ramps, plumbing, electrical, heating, and air conditioning, kitchen and other appliances, landscaped areas, the roof and structural supports of the building as the County, in its discretion, determines is necessary and for such other improvements as are determined by the County to be necessary, and for all utility services. Lessor shall notify County of any and all necessary maintenance and/or repairs within two (2) business days of identification of same.

Notwithstanding the foregoing, Lessor shall reimburse County for costs to repair, replace, or rebuild any portion of the Premises damaged by Lessor's invitees, service workers, staff, or contractors, reasonable wear and tear excepted. Costs to repair, replace, or rebuild any portion of the Premises damaged by Lessor's patients shall be paid for by County and not subject to Lessor reimbursement. County shall, with Lessor's input, determine necessary finish types, colors, and specifications. Lessor shall be responsible to repair and replace its personal property and any fixtures it installs in the Premises. Lessor shall be responsible for bio-hazardous waste disposal and trash receptacles. Lessor shall provide such housekeeping and custodial services as are reasonably necessary in connection with the use of the Facility. This includes, but is not limited to, the periodic cleaning and upkeep of kitchen appliances, equipment, and fixtures located in the Premises and used by Lessor. The Premises are to be kept free and clear of rubbish and litter.

County's obligation under this section to assume financial liability for utilities used by Lessor and any Lessor associations is based on the understanding that the nature, frequency and intensity of the use of the Facility will remain consistent with historical use of the Building. In the event that the nature, frequency or intensity of use of the Building by Lessor and Lessor associations is such that it results in significantly higher utilities cost than historically has been the case (adjusting for changes in the increased cost of utilities), then the County reserves the right to place limits on usage and/or receive compensation for the excess charges, provided that County shall notify Lessor in writing at least 30 days prior to its intent to limit usage intent to impose such charges, together with reasonable supporting documentation reflecting such significant changes.

**10. INSPECTION BY COUNTY**

The County or its agent, representative, or employees shall be authorized to enter the Premises used by Lessor at all reasonable times with reasonable prior written notification for the purpose of inspecting the Premises to determine whether Lessor is complying with the terms of this Agreement and for all purposes set forth in the HIHS Operations Agreement.

**11. TAXES AND ASSESSMENTS**

Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessor acknowledges that Lessor's interest in Premises which is created by the Agreement may be assessed a possessory interest tax. Lessor shall pay all applicable taxes, assessments, license fees, and other charges accrued in a timely manner.

**12. DESTRUCTION OF PREMISES**

Should said Premises, or the building of which they are a part, be destroyed or damaged such that they can no longer be used by Lessor as provided in this Agreement, by any cause, County may, in its sole discretion, terminate this Agreement and the HIHS Operations Agreement if needed, provided that such termination shall not constitute a waiver by Lessor of any proceeds of insurance it may be entitled to from any insurance policies procured and maintained in connection with this Agreement.

**13. CONDEMNATION OF PREMISES**

Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Agreement:

- A. Either County or Lessor may terminate this Agreement by giving the other thirty (30) days' written notice of termination; provided, however, that Lessor cannot terminate this Agreement unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Agreement.
- B. Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessor for moving expenses, or for damage to any personal property or trade fixtures owned by Lessor, shall belong to the County, and Lessor shall have no claim against the County or the entity exercising eminent domain power for the value of the unexpired term of this Agreement.

**14. ASSIGNMENT**

Lessor shall not encumber, assign, or otherwise transfer its rights or interests under this Agreement, without the express written consent of the County.

**15. ACTS CONSTITUTING BREACHES BY LESSOR**

Lessor shall be in material default and breach of this Agreement should:

- A. Any delinquent taxes, assessments, license fees, and other charges be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such charges or to surrender possession of the Premises has been given to Lessor by the County;
- B. Lessor defaults in the performance of or breaches any provision, covenant, or condition of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof is given by County to Lessor; or
- C. Lessor abandons the Premises prior to the expiration of the term of this Agreement.

**16. COUNTY'S LIABILITY**

In the event of a transfer of County's title or interest to the property during the term of this Agreement, Lessor agrees that the grantee of such a transfer will be substituted as County under this Agreement, provided that all deposits are transferred to the grantee. County shall be released from all future liability under this Agreement

**17. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, County or Lessor, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

**Lessor**

Lessor  
(Street Address)  
(City, State, Zip Code)

Attention:



Telephone:

SAMPLE

**County** County of El Dorado  
Chief Administrative Office, Facilities Division  
300 Fair Lane Court, Suite 2  
Placerville, CA 95667  
**Attention:** Russell Fackrell  
**Telephone:** (530) 621-7596

Either party, County or Lessor, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

**18. BINDING ON HEIRS AND SUCCESSORS**

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

**19. TIME OF ESSENCE**

Time is expressly declared to be the essence of this Agreement.

**20. WAIVER**

The waiver of any breach of any of the provisions of this Agreement by Lessor or County shall not constitute a continuing waiver or a waiver of any subsequent breach by County or Lessor, as applicable, either of the same or of another provision of this Agreement.

**21. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only Facility Use Agreement between County and Lessor respecting Lessor's use of the Premises and sets forth the obligations of County and Lessor to each other as of its date. Except for any rights applicable at law, any agreements or representations respecting Lessor's right to use the Premises not expressly set forth in this instrument are null and void.

**22. SEVERABILITY**

If any provision, clause, or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

**23. CALIFORNIA FORUM AND LAW**

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**24. ATTORNEYS' FEES**

Should any litigation or arbitration be commenced between County and Lessor concerning the Premises, this Agreement, or the rights and duties of either County or Lessor in relation thereto, the prevailing party in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**25. AGREEMENT ADMINISTRATION**

The County officer or employee with responsibility for administering this Agreement is Russ Fackrell, Facility Manager, or successor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**LESSOR**

Dated:

Signature

\_\_\_\_\_  
By: Deputy Clerk

\_\_\_\_\_  
Dated



## **POLICIES AND PROCEDURES MANUAL: HMIS**

### **Introduction**

An HMIS is an electronic data collection system that stores longitudinal person-level information about persons who access the homeless services system in a Continuum of Care (CoC). In 2001, Congress directed the United States Department of Housing and Urban Development (HUD) to collect data and provide analysis on the extent of homelessness in the United States and the effectiveness of the programs receiving funding from homeless assistance grants as part of McKinney-Vento Homeless Assistance Act.

This is to be accomplished through:

- Developing unduplicated counts of clients served at the local level
- Analyzing patterns of use of people entering and exiting the homeless assistance system; and
- Evaluating the effectiveness of these systems.

In response to this congressional directive, HUD mandated that Continuums of Care establish workable and efficient Homeless Management Information Systems (HMIS). Aggregate HMIS data can be used to understand the size, characteristics, and needs of the homeless population at the local, state, and national levels. Today's advanced HMIS applications offer many other benefits as well. They enable organizations that operate homeless assistance and homelessness prevention programs to improve case management by collecting information about client needs, goals, and service outcomes. They also help to improve access to timely resources, referral information and to better manage operations.

The El Dorado County Homeless Management Information System (HMIS) is a collaborative project of El Dorado Opportunity Knocks. The HMIS enables the CoC to:

- Develop more reliable information on homelessness in the County;
- Allow homeless service providers to avoid duplication of services while ensuring that clients obtain the help they need from as many of the available resources as possible; and
- Streamline systems so that homeless individuals and families have improved access to services.

*The purpose of this manual is to provide documentation of the policies and procedures for the operation of the El Dorado County HMIS project on behalf of El Dorado Opportunity Knocks, the El Dorado County Continuum of Care.*

El Dorado Opportunity Knocks seeks to enhance agency collaboration, service delivery, and data collection capabilities through the Homeless Management Information System (HMIS). Increasing the accuracy of information must be an ongoing goal in order to appropriately guide the development of programs and policies to meet the needs of the homeless population.

By using HMIS data, El Dorado Opportunity Knocks will be better equipped to target services where gaps have been identified and to facilitate access to mainstream services by people experiencing homelessness. Additionally, HMIS data will help the CoC identify appropriate system-wide outcome measures, including monitoring residential outcomes of clients leaving hospitals, mental health programs, drug and alcohol treatment facilities, the corrections system, and the foster care system who are homeless or at-risk.

The long-term vision for the El Dorado Opportunity Knocks HMIS includes system-level integration, increased capacity for providing integrated services at the client level, and expanded service availability and accessibility in key areas.

### **HMIS Structure**

El Dorado Opportunity Knocks uses CSN v.4.0 proprietary software from Bell Data Systems, Inc. The HMIS Lead Agency administers this system. El Dorado Opportunity Knocks is a collection of agencies in the county who provide services to benefit homeless persons. The HMIS is actively maintained by staff from the HMIS Lead Agency.

### **Authority**

This Policy and Procedures Manual has been prepared under the authority of the El Dorado Opportunity Knocks Board.

### **El Dorado Opportunity Knocks Board**

Policies for the HMIS are formed and directed by the El Dorado Opportunity Knocks Board as required to meet HUD regulations and requirements. The Board contains a seat for the HMIS lead agency, and decisions are achieved through consensus of the full Board.

The El Dorado Opportunity Knocks Board sets policies and procedures required to operate the HMIS and achieve the goals set by the Continuum of Care for its HMIS.

### **Data Elements**

#### HUD required Universal Data Elements

It is the policy of El Dorado Opportunity Knocks that system users record all HUD-required HMIS universal data elements for every client in the system. The list of required data elements will be maintained by the Local HMIS Manager.

#### Program Specific Data Elements

Program Specific Data Elements (PDE) must also be entered in HMIS. The list of required Program Specific Data Elements will be maintained by the Agency HMIS Manager.

### **Client Consent**

- Only authorized users may view or update client data in the HMIS.
- Agencies will have a signed Release of Information (ROI) prior to data entry/updating, or preliminary verbal consent for projects that use phone intake/screening.
- Each adult member of a household that is receiving housing or services will be expected to sign a ROI prior to initial data entry or updating.
- Consent for data entry/updating for minors will be provided for in the language of the parent/guardian's ROI.
- A legal guardian can sign for an adult who is incapable of signing.
- The ROI must be renewed every two years for clients still receiving housing and services.
- A client may revoke the ROI at any time.
- A ROI allows an agency to view (but not change) data on the clients for reporting purposes in perpetuity.
- If a ROI cannot be obtained, the agency shall enter client data as non-releasable, hidden information for aggregate reporting purposes.
- A client always has the right to view his or her own data and request corrections.

### **Anonymous Clients Policy**

It is the Policy of El Dorado Opportunity Knocks that there will be no use of Anonymous Clients, with the exception of those entered by Agencies that provide services to victims of domestic violence, in the HMIS.

### **Agency Reporting**

It is the responsibility of the CoC HMIS Administrator to provide agencies with reports that show data completeness on a regular basis. These reports shall be made available to aid the agencies in preparedness for report production and overall data quality.

### **Timelines of Data Entry Policy**

It is the Policy of El Dorado Opportunity Knocks that all data will be entered into the HMIS preferably within 24 hours of, and no more than 72 hours after, first serving a Client. Services data shall be entered into the HMIS within five (5) working days after the end of the month for projects that require tracking of services.

### **Project Entry Type Policy**

It is the policy of El Dorado Opportunity Knocks that an Entry Assessment shall be completed for each client. Projects shall choose the entry type that corresponds with their funding source. The possible entry types are:

- HUD
- SAMHSA

- RHY
- Standard
- VA

### **Client Birth Dates Policy**

In compliance with the HMIS Data Standards, it is the policy of El Dorado Opportunity Knocks that no client birth date shall be left with a null value. When clients do not know or will not give a birth date the interviewer should ask how old the client is or how old the client thinks he/she is. Using the age provided, calculate the birthdate as January 1 that number of years prior. In cases where the client refuses to state their birth date or age, the interviewer will estimate the client's age in years and then calculate the birthdate as January 1 that number of years prior. Whenever calculated birth dates are used, Date of Birth Type shall be set to Approximate or Partial DOB Reported.

### **Data Disposal**

Agencies using the HMIS agree to dispose of documents that contain identifiable client level data in a manner that will protect client confidentiality. Methods may include:

- Cross cut shredding of paper records;
- Deleting any information from media and destroying the media before disposal;
- Triple formatting hard drive(s) of any machine containing client identifying information before transfer of property; and/or
- Destruction of hard drive(s) of any machine containing client-identifying information before disposal

### **Security**

It is the policy of El Dorado Opportunity Knocks that the data, information and client records, and related documentation stored electronically in connection with the HMIS is confidential and shall be handled as follows:

- All agencies shall comply with all federal, state and local laws and regulations pertaining to the confidentiality of information and records to ensure that client records are protected and not subject to disclosure except as permitted by such laws and regulations. The agencies shall only release client records to non-participating agencies with written consent by the client, unless otherwise provided for in the relevant laws and regulations.
- All agencies shall comply with all federal, state and local confidentiality laws and regulations pertaining to:
  - All medical conditions, including, but not limited to, mental illness, alcohol and or drug abuse, HIV / AIDS testing, diagnosis and treatment and other such covered conditions; and
  - A person's status as a victim of domestic violence.
- All agencies agree not to release any individual client information obtained from the HMIS to any organization or individual without prior written consent of the Client, unless otherwise required or permitted by applicable law or regulation. Such written Client consent shall be documented using the HMIS Release of Information form

available on the CoC website. Information that is not approved for disclosure, in writing, by the Client shall not be released.

- Only authorized users may view or update client data.
- Client Release of Information forms must be obtained as described in the Client Consent section of this document prior to entering the Client's data into the HMIS.
- All agencies shall ensure that all staff, volunteers and other persons who are issued a User ID and password for the HMIS annually receive confidentiality training regarding client information and records and have signed a Confidentiality and Security Agreement.
- If any agency or the System Administrator determines that any user has willfully committed a breach of HMIS security or client confidentiality, the participating agency or the System Administrator shall immediately revoke his or her access to the HMIS database and shall report the breach to the HMIS Lead Agency.
- All HMIS data must be securely stored when not in use, regardless of the media on which the information is recorded.

A confidentiality and security agreement form must be completed for each user of the HMIS each year. The form reads as follows:

- The user understands and agrees that they may not publish, disclose, or use any information collected for or contained within the HMIS except as permitted by the El Dorado County Continuum of Care procedures or by applicable law.
- The user understands and agrees that all passwords and/or other security measures utilized by any other individual.
- The user understands and agrees that if they knowingly and intentionally violate the confidentiality provisions of the applicable rules and regulations, they may be subject to termination and subject to liability under applicable law.
- The user understands and agrees that their obligations under the Agreement shall remain in effect following any termination of this Agreement or of their employment with the agency listed on the form.

### **Privacy**

The rights and privileges of clients are of the utmost importance to El Dorado Opportunity Knocks' HMIS project and are crucial to its success. Policies regarding client data are founded on the premise that a client owns their own personal information, and provide the necessary safeguards to protect the interests of clients, agencies, and the Continuum alike.

### **Personal Identifying Information:**

There are four items of information that are known as "personal identifying information": a person's name, social security number, date of birth, and gender. The HMIS uses these items of information to uniquely identify clients within the system. Clients are not required to grant permission to share personal identifying information for use in HMIS to receive services; El Dorado Opportunity Knocks agencies will provide services whether or not clients agree to share their personal identifying information with other agencies in the HMIS. However, clients may be required to provide personal identifying information to prove eligibility for a program or service.



## **Use of Information**

Information clients consent to enter into the HMIS will be used in the following ways:

- By the Continuum of Care, to administer the HMIS, to ensure that the data in the system is accurate and valid, to fix problems in the computer system, and to test the system
- By the Continuum of Care, to prepare reports containing "de-identified" information for the purpose of sharing data and preparing reports for HMIS users, government agencies and policy-makers, and the general public. "De-identified" means that a client's name, social security number, address, zip code, or any other information that could be used to identify the client will **not** appear in any of the data or the reports released by an HMIS user or the Continuum of Care;
- By other agencies participating in HMIS, in order to assist those agencies to more effectively provide and coordinate services for clients.

In addition to the uses above, the Continuum of Care and agencies participating in HMIS may also use and disclose information clients provide us in the following ways:

- For functions related to payment or reimbursement for services;
- To carry out internal administrative functions;
- To report abuse, neglect, or domestic violence, but only to the extent that such reports are required by law;
- To prevent or lessen a serious and imminent threat to the health or safety of a person or the public, including the target of a threat, if permitted by applicable law;
- In response to a warrant, subpoena, summons, or lawful court order, or in response to a written or oral request by a law enforcement official under certain circumstances;
- To a law enforcement official, if we in good faith believe a crime has occurred on our premises;
- To an individual or institution for academic research purposes;
- To authorized federal officials for the conduct of certain national security or certain activities associated with the protection of certain officials.

## **Client Rights**

Clients have the right to see and receive a copy of the information that the El Dorado Opportunity Knocks HMIS maintains about them, except for information compiled in anticipation of litigation, information about another individual, information obtained under a promise of confidentiality, or information that would, if disclosed, endanger the life or safety of another. The El Dorado Opportunity Knocks HMIS Administrator will consider changing any information about a client if the client believes the recorded information is inaccurate.

If a client believes that their privacy rights have been violated, they may send a written complaint to the System Administrator. If the System Administrator is the subject of the complaint, the client may send the complaint to the HMIS Lead Agency. The Agency in question and El Dorado Opportunity Knocks are prohibited from retaliating against a person for filing a complaint.

**System Access**

The System Administrator will monitor access to system software. The System Administrator will regularly review user access privileges and remove identification codes and passwords from their systems when users no longer require access.

**Departing Employees**

When an employee with access to the HMIS ends their employment at a participating agency, it is the responsibility of the Agency to contact the System Administrator to delete the departing person's access to the HMIS within 24 hours of their departure.

If an employee is to be terminated and the employee has access to the HMIS, it is the responsibility of the Agency to contact the System Administrator to have them delete the departing person's access to the system as soon as the employee has been advised of the termination.

**New HMIS Users Procedure**

The Agency must contact the System Administrator when the Agency wishes to add new users of the HMIS to the list of authorized users. New users must read and sign the security agreement and the Agency Administrator in their files must maintain the signed copy for the duration of its validity.

All new system users must attend Security and Ethics training prior to being assigned a user ID. Security and Ethics training must be repeated once each 12 months thereafter. The user is responsible for complying with the security and ethics procedures contained in this document.

**Mandatory Training Activities**

In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all users of the HMIS shall attend mandatory training once per calendar year on the subjects of Privacy & Ethics, Data Security and Data Quality. It is the responsibility of the System Administrator to schedule not less than four (4) sessions per year for this training and to publish the schedule to the Agencies for dissemination to agency users.

The System Administrator shall maintain written records of attendance and any user who has not completed the training within each calendar year shall have their access to the HMIS suspended until such training is completed.

**Agency Monitoring for Compliance**

In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all agencies that use the HMIS must be reviewed once per calendar year for compliance with the HUD regulations and local policies.

It is the responsibility of the System Administrator to develop a standardized policy review document and to carry out, or assign a designate to carry out, the annual compliance assessment. Agencies must receive a thirty-day advance notice of the scheduled assessment and a copy of the items that will be reviewed. Notice will be sent to the Agency Administrator.

**Attachment D - HHS Budget Tool  
(Homeless Interim Housing Site Operations and Case Management RFP Proposal)**

Instructions: All Proposers must complete this Budget Tool for all proposed costs, including fully burdened personnel costs, operational costs, travel costs, and a description of the F&A costs/rate. Proposed costs must include the totals for each category, calculated annually. Please ensure that all related Budget Sections are completed.

<b>Proposer (Organization):</b>	<b>Sample Proposal Budget</b>
<b>Total Proposed Amount:</b>	<b>\$ 978,337.36</b>
<b>Proposed Contract Period:</b>	<b>10/1/2021-9/30/2024</b>

**Project Costs**

The budget categories should include proposed Actual Costs for all services solicited in the RFP. Actual Costs may include personnel salaries and benefits, supplies, telephone/communications costs, transportation costs, and indirect costs. All line item descriptions of costs should include a calculation/formula in order to explain how the budgeted amount for the line item was determined.

Proposed Personnel	Proposed Budget
List Personnel Line Items in Column A by Staff Title, Budgeted FTE (full-time equivalency), Months	
	\$ -
Clinician - .5 FTE x 36 months. 3120 hours @ \$65.48/hr (including dental, vision, medical)	\$ 204,297.60
Case Worker, HIHS - 1 FTE x 36 months. 6240 total hours @ \$30.00/hr	\$ 187,200.00
Support Staff - 3 FTE x 36 months. 18720 total hours @ \$22.00/hr	\$ 411,840.00
	\$ -
	\$ -
	\$ -
	\$ -
Total Proposed Start-Up Personnel Costs	<b>\$ 803,337.60</b>
Proposed Contractor and Consultant Costs	Proposed Budget
List Contractor/Consultant Line Items in Column A by Title, Budgeted FTE (full-time equivalency), Months Proposed, Total Hours Proposed, and Hourly Rate with Total Cost Projected in Column B (Example below in red).	
	\$ -
Project Manager Consultant - Facility Development .1 FTE x 36 months. 624 total hours @ \$40/hr	\$ 24,960.00
Contractor for Widget Production necessary for MRSST - 1 FTE x 6 months. 1040 total hours @ \$25/hr	\$ 26,000.00
	\$ -
	\$ -
	\$ -
	\$ -
Total Proposed Start-Up Contractors and Consultant Costs	\$ 50,960.00
El Dorado County Operational Costs, Supplies, and Telecommunications (Example below in red).	Proposed Budget
	\$ -
Two cell phones for project funded staff 2 @ \$100 per month x 36 months	\$ 7,200.00
Transportation / Mileage costs @ \$.51/mile x 50,000 miles	\$ 25,500.00
Two laptop computers for case management 2 @ \$1,200	\$ 2,400.00
	\$ -
	\$ -

**Note: Click on Title to open a Excel spreadsheet version of this attachment**





# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject:  Travel	Policy Number:  D - 1	Page Number:  1 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

### PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance – Responsibility of Claimant



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject:  Travel	Policy Number:  D - 1	Page Number:  2 of 13
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### I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility", it is the primary responsibility of department heads to maintain their departments' expenditure levels within the Board approved budget. In accordance with this responsibility, department heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, contractors, and consultants subject to the provisions of this policy.

- A. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- B. Travel shall be authorized only when the travel is in the best interest of the County.
- C. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use.
- D. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
- E. Travel arrangements should be as economical as practical considering the travel purpose, , timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- F. Forgoing one allowable expense is not an acceptable justification for exceeding the allowable reimbursement for another expense. For example, carpooling when not required to do so shall not be justification for reimbursement for a more expensive parking option.
- G. In the event there is a question regarding compliance with this Policy, the Chief Administrative Officer (CAO) shall be responsible for interpreting this Policy and shall make the final determination regarding compliance.
- H. The CAO or designee may authorize an exception to requirements set forth in this Travel policy, upon written request by the appropriate, responsible department head. Any granted exception is to be applied on a case-by-case basis and does not set a precedent for future policy unless it has been formally adopted by the Board of Supervisors.



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject:  Travel	Policy Number:  D - 1	Page Number:  3 of 13
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- I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head's discretion and claimed through normal claiming procedures.
- II. Authorization to Travel
  - A. General Conditions
    1. Except as otherwise provided in this policy, advance authorization is required for travel.
    2. Where department head approval is required, that approval may not be delegated unless specifically stated.
      - (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
    3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.
  - B. In-County Travel
    1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
    2. In-county overnight travel requires advance written authorization by the department head or designee.
  - C. Out-of-County Travel
    1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members' immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.





# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject:  Travel	Policy Number:  D - 1	Page Number:  4 of 13
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2. Except as provided below, all travel outside of the states of California and Nevada by anyone except members of the Board of Supervisors and the Members' immediate staff requires advance written authorization by the department head and CAO or CAO's designee.
3. Travel outside the states of California and Nevada may be approved by the department head or designee under the following circumstances
  - (a) Travel by law enforcement personnel in the performance of law enforcement activities including but not limited to extraditions and investigations.
  - (b) Travel required to perform duties pursuant to an order of the court.

### III. Transportation Expenses

#### A. General Conditions

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available.
3. Whenever a time frame is established as criteria for eligibility for claiming reimbursement, estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

#### B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during the conduct of official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

##### 1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the department head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

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considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.

- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the department head or designee; transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal, not reimbursable cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle in the following instances:
1. When the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
  2. When the traveler has been assigned a County Vehicle for home retention (excluding law enforcement vehicles, whether marked or unmarked), or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (d) County employee mileage to the regular place of work from home, and back, is considered commuting and may not be claimed.
- (e) County employee mileage to a temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
1. If the County employee is required to report to the regular place of work before reporting to the temporary work location, he or she is eligible for mileage from the regular place of work to the temporary work location; and
  2. If the County employee is required to report to the regular place of work after working at the temporary work location and before going home, he or she is eligible for mileage from the temporary work location to the regular place of work.



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

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(f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:

1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
3. If the traveler is in "on-call" status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler's home to the work location

### 2. County Vehicle Transportation

- (a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
- (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
- (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.

### 3. Rental Vehicle Transportation

- (a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
- (b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
- (c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.



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## BOARD OF SUPERVISORS POLICY

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- (d) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the department head or designee. Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County, except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency
  - (e) Rental cars shall be returned to the renting location and on time to avoid additional charges.
  - (f) The traveler shall waive additional vehicle insurance provided by the rental company.
4. Commercial Carrier Transportation
- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.
  - (b) Claims for travel via commercial carrier shall be limited to the actual cost of travel at economy rates. A traveler may upgrade a ticket; however, the difference in cost for such upgrade, including upgrades to allow early check-in, is the responsibility of the traveler. The County will not reimburse any type of travel insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable. The department head or designee may authorize additional baggage fees when employees are required to travel with equipment that is required to perform their duties, and which must be checked.
  - (c) Travelers may retain frequent flyer and hotel rewards and similar program benefits. However, participation in these programs must not influence flight or hotel selection, which would result in incremental cost to the County beyond the lowest available cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption



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of County work is allowed and any additional time required to complete the trip shall be considered personal time.

- (d) If travel plans change, requiring a ticket change that incurs a fee and/or fare increase, reimbursement for such costs will be provided only if it can demonstrated that the change was in the best interest of the County or was necessary to avoid undue burden on the traveler. Such reimbursement shall be subject to department head approval.
- (e) If credits are issued by airlines for non-refundable tickets due to canceled travel, the department shall be responsible for tracking these credits and using them for subsequent employee travel.

### 5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
- (i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
  - (ii) Parking fees
    - Airport long-term parking is preferred for travel exceeding 24 hours. Department head approval is required for alternate parking arrangements that are necessary due to safety concerns or to ensure the security of county vehicles and equipment . A traveler choosing alternate parking without department head approval will be reimbursed at the long-term parking rate.
    - Valet parking will only be reimbursed if it is required by the lodging venue,. If a traveler chooses valet parking due to safety concerns or security of county vehicles and equipment when other, less expensive options are available, reimbursement will be subject to department head approval.
  - (iii) Bridge or road tolls (actual cost, not including penalties or fees);
  - (iv) Reasonable costs for snow chain installation and removal; and
  - (v) Other actual transportation expenses determined to be reasonable and necessary by the department head or designee.
- (b) The following transportation expenses may not be claimed:



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- (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
- (ii) Repairs on non-County vehicles;
- (iii) Mileage for personal trips while on County business;
- (iv) Purchase cost of snow chains;
- (v) Gratuities for taxi or rideshare services and
- (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

#### IV. Meal Expenses

##### A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel.
2. Generally, meals will not be provided for in-County travel; however, a department head (required for non-county personnel) or designee (for county personnel and volunteers) may approve meals for in-County travel or other activities under special circumstances, which may include, but not be limited to, the following:
  - a. Employees and volunteers are participating in a Search and Rescue mission or training exercise;
  - b. An employee from one slope of the county is required to spend all or part of the workday on the other slope, subject to the provisions of section IV.A.5 of this policy.
  - c. Contractors, consultants, or employees from other agencies are assisting with a county recruitment by serving on an interview panel;
  - d. Employees, volunteers, and employees of other agencies are working in the Emergency Operations Center during an emergency.
3. Travelers on out-of-County business travel that requires overnight lodging are eligible to claim reimbursement for meals taken out-of-County. Reimbursement for full days (at least 12 hours) of travel shall be provided as a per diem lump sum, which covers all meals taken by the traveler for each full day. The per diem rate shall be equal to the maximum federal per diem meal and



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incidental expenses (M&IE) rate established by the General Services Administration (GSA). The per diem rate includes taxes and gratuities.

4. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), the traveler is eligible to receive the full per diem reimbursement amount for that day.
5. For partial days (less than 12 hours) spent on out-of-County travel, whether or not lodging is included, individual meals may be claimed in accordance with the following guidelines:
  - (a) Breakfast, when travel time begins two hours or more before the start time for the traveler's regular work schedule for that day;
  - (b) Lunch, when travel time:
    - (i) ends five or more hours past the start time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. returns from travel after 1:00 p.m.); or
    - (ii) begins five or more hours before the end time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. leaves for a trip before 12:00 p.m.).
  - (c) Dinner, when travel time extends two hours or more past the end time for the traveler's regular work schedule for that day.
6. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
7. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
8. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the department head or designee. Examples include meals provided to



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Search and Rescue volunteers working on a mission or training exercise and meals provided to emergency workers.

9. Unless specifically approved by the department head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate meals authorized by the department head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.
10. A traveler may not claim reimbursement for a meal that was paid for by someone else.
11. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

### V. Lodging Expenses

#### A. Eligibility for Lodging

1. Travelers are not eligible to claim reimbursement for lodging for in-County travel, unless authorized by a department head or designee when assigned activities require the traveler to spend one or more nights in an area of the County that is distant from their place of residence (*e.g.*, western slope County Employee assigned to 2-day activity in South Lake Tahoe).
2. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the traveler will have the option of securing one night's lodging at either the beginning or end of the trip. Illustration: A County Employee who resides in South Lake Tahoe is required to attend a one-day business meeting in Sacramento. The County employee estimates that the total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The employee will have the option





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of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

3. Travelers are not eligible to claim reimbursement for lodging costs when staying overnight as a guest of friends or relatives.
4. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate.
5. Lodging costs may exceed the County's maximum lodging rate in the following situations:
  - (a) The authorized event is to be held at the particular hotel or events are scheduled for evening hours, or
  - (b) The CAO has given advance written authorization.
6. Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
7. Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the department head has determined that the reasons are valid.

### VI. Advance Payments

After travel has been authorized, departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling; however, when this option is not available or practical, an advance may be requested.

- A. The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%) Advances will not be issued in amounts less than \$100 or more than \$1,000. The "out of pocket" expenses may include per diem allowances, individual meals, taxi and public



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transportation, lodging, parking, and registration costs, but does not include mileage reimbursement for the use of a personal vehicle.

B. A County credit card may not be used for expenses for which the traveler has received an advance.

### VII. Actual Travel Costs Exceeding Estimates

When actual travel costs exceed the estimated costs by more than 2% or \$10.00, whichever is greater, the payment must be approved by the original approving authority

### VIII. Compliance and Claim Processing

A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.

B. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.

C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

### RESPONSIBLE DEPARTMENT

Chief Administrative Office

### DATES ISSUED AND REVISED; SUNSET DATE

<b>Issue Date:</b>	12/13/2016	<b>Sunset Review Date:</b>	12/31/2020
<b>Original Adoption Date:</b>	12/22/1987	<b>Previous Revision Date:</b>	10/20/2009