

ORIGINAL

AGREEMENT FOR SERVICES # 484-S0911

**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and The El Dorado County Office of Education, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

**WITNESSETH**

**WHEREAS**, on April 9, 2002, the Board of Supervisors of the County of El Dorado established a Child Abuse Prevention Council and designated said Council as the Children's Trust Fund Commission; and

**WHEREAS**, the Child Abuse Prevention Council is the designated Commission of the Children's Trust Fund and, as such, is authorized by California Welfare and Institutions Code Section 18982.2 to spend money from the Children's Trust Fund for child abuse prevention efforts; and

**WHEREAS**, the Child Abuse Prevention Council has determined that in order to carry out the mandates of Child Abuse Prevention Councils as stated in California Welfare and Institutions Code Section 18982.2 to (a) Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases; and (b) Promote public awareness of the abuse and neglect of children and the resources available for intervention and treatment; and (c) Encourage and facilitate training of professionals in the detection, treatment, and prevention of child abuse and neglect; and (d) Recommend improvements in services to families and victims; and (e) Encourage and facilitate community support for child abuse and neglect prevention programs, it is necessary to use the services of a coordinator; and

**WHEREAS**, The Board of Supervisors of the County of El Dorado has designated the Department of Human Services as the County Department responsible to provide administrative support to the Child Abuse Prevention Council and fiscal oversight of the Children's Trust Fund; and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide coordinator services to the Child Abuse Prevention Council on behalf of the Department of Human Services; and

**WHEREAS**, the prevention of child abuse in El Dorado County is a mutual goal of County, CAPC and Contractor; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such 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 these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

**ARTICLE I**

**Scope of Services:** Contractor agrees to provide the staff, supplies and equipment necessary to provide coordinator services for the El Dorado County Child Abuse Prevention Council (CAPC) on behalf of the Department of Human Services (DHS) by assisting with the activities of CAPC. Contractor shall:

- Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment and legal processing of child abuse cases; and
- Promote public awareness of the abuse and neglect of children and the resources available for intervention and treatment; and
- Encourage and facilitate the training of professionals in the detection, treatment and prevention of child abuse and neglect; and
- Recommend improvements in services to families and victims by encouraging and facilitating community support for child abuse and neglect prevention education programs.

Services shall include but not be limited to:

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
1. Make Staff Available to Plan, Coordinate and/or Conduct CAPC Activities	<ul style="list-style-type: none"> <li>• Provide staffing to coordinate all activities detailed herein. Provide CAPC with a written Coordinator Report at each monthly meeting, which details the progress of all activities referenced herein, and forward a copy of each report to DHS liaison.</li> </ul>	Ongoing
2. Provide Administrative Overhead and Support, Supplies and Equipment Necessary to CAPC Operations	<ul style="list-style-type: none"> <li>• Make available support, supplies and equipment necessary to the efficient operation of CAPC activities, including, but not limited to workspace, computer and phone access, postage, copying and printing, but excluding supplies and equipment directly associated with a specific activity or event referenced herein.</li> </ul>	Ongoing

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
3. Coordinate CAPC Meetings	<ul style="list-style-type: none"> <li>• Prepare and post meeting agendas and all other required documents in a timely manner.</li> <li>• Attend all CAPC meetings and act as secretary for the purpose of facilitating and implementing Council activities.</li> <li>• Distribute all meeting minutes, deliver within five working days of each meeting to the Executive Committee and forward a copy to DHS Liaison.</li> </ul>	Monthly
4. Represent El Dorado County CAPC at Regional CAPC Meetings and Coordinate Regional Activities as Directed by CAPC	<ul style="list-style-type: none"> <li>• Attend regional CAPC meetings.</li> <li>• Plan and coordinate regional meetings hosted by El Dorado County.</li> </ul> <p>NOTE: Additional regional activities require pre-approval of the Executive Committee.</p> <ul style="list-style-type: none"> <li>• Take detailed notes and submit a report detailing activities and observations in monthly Coordinator Report.</li> </ul>	Monthly
5. Maintain CAPC Membership	Plan and implement effective strategy for recruitment of new CAPC members, including community and parent representatives, and ensure that all CAPC memberships remain current.	Ongoing
6. Maintain Communication Systems for CAPC and Coordinate Interagency Collaboration with Regard to Prevention Activities	Maintain a notification system to CAPC members and key community representatives for the purpose of promoting public awareness of child abuse prevention issues, including the development and maintenance of a newsletter and website.	Ongoing
7. Represent CAPC at Conferences, Meetings and Community Events	Attend conferences, meetings and community events as pre-approved by CAPC Chair and Executive Committee, take detailed notes and submit a report detailing activities and observations in monthly Coordinator Report.	Ongoing
8. Make Arrangements for Coordinator Attendance at all Contracted and Executive Committee Approved Functions	Arrange for transportation and accommodations to attend Council approved conferences, meetings and events at costs for lodgings, meals and mileage not to exceed compliance with Exhibit "B", El Dorado County Board of Supervisors Travel Policy Number D-1.	Ongoing
9. Make Attendance Arrangements for CAPC Members at all Conferences, Meetings and Events when such Attendance has been Approved by the CAPC Executive Committee	Arrange for transportation and accommodations to for CAPC Members to attend Council approved conferences at costs for lodgings, meals and mileage not to exceed compliance with Exhibit "B", El Dorado County Board of Supervisors Travel Policy Number D-1.	Ongoing

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
10. Keep CAPC Informed on Current and Upcoming Laws, Regulations and Policies Affecting Child Abuse Prevention Activities	Attend conferences and training as authorized by CAPC Chair and Executive Committee. Conduct research, gather pertinent information of relevant changes, take detailed notes and submit a report detailing activities and observations in monthly Coordinator Report.	Ongoing
11. Plan and Coordinate and Conduct Annual Child Abuse Prevention Month Activities	<ul style="list-style-type: none"> <li>• Champions for Children Summit</li> <li>• Kid's Expo</li> <li>• Child Abuse Prevention Month Campaign</li> <li>• Banner placements</li> <li>• Media awareness</li> <li>• Special events</li> </ul>	Ongoing <i>Note: CAPC month is April</i>
12. Obtain Grants	Research and apply for grants to be awarded to CAPC or the Department of Human Services on behalf of CAPC to be deposited into the El Dorado County Children's Trust Fund to be used by CAPC for child abuse prevention and intervention activities, including educational activities such as development and distribution of written materials, training and the sponsoring of conferences, awards and recognition luncheons and dinners and other events designed to increase community awareness and encourage and expand collaborative efforts among key leaders of County departments, other government agencies, community based organizations, non-profit agencies, private sector businesses, faith-based community entities and concerned individuals, as directed and as authorized by the CAPC Executive Committee.	Ongoing
13. Administer and Coordinate and/or Conduct Activities Relative to Grants Obtained	<p>Forward to DHS liaison, within five (5) business days of receipt, all grant funds received by CAPC as a result of a grant award for deposit into the Children's Trust Fund. Administer grant; coordinate, arrange for and/or perform work and activities for which grant(s) have been obtained in accordance with all terms and provisions of funding notices and agreements governing said grants. Obtain CAPC Executive Committee approval for all grant activities to be conducted and reports prepared. Provide a written narrative report monthly within fifteen days of the end of each calendar month to the Executive Committee and DHS on progress of grant activities conducted. Submit invoices and reports in the format required by the funding agency and in duplicate for review and approval by DHS for DHS submittal to funding agency and reimbursement to Contractor. Said grant(s) shall include, but not limited to:</p> <ul style="list-style-type: none"> <li>• 2008-09 California Kids' Plates Mini Grant</li> </ul>	As awarded, received and Ongoing

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
14. Coordinate Preparation of Annual CAPC Budget and Monitor Throughout Year	<ul style="list-style-type: none"> <li>• Coordinate with CAPC treasurer and DHS liaison to develop annual budget for CAPC to allow for Council approval by March 1 of each fiscal year.</li> <li>• Monitor budget and track revenues and expenses for preparation of reports to disseminate to CAPC and DHS monthly within fifteen days of the end of each calendar month.</li> </ul>	Ongoing
15. Maintain Communication with CAPC Executive Committee	As directed by CAPC Chair and Vice-Chair, meet quarterly with Executive Committee to report/update on activities.	Quarterly
16. Facilitate Development of Annual Strategic Plan for CAPC to Address Child Abuse Prevention Needs in Community	Work directly with CAPC Chair and DHS liaison to prepare, present and implement annual strategic plan.	Begun annually during CAPC's strategic planning meeting
17. Plan and Coordinate and/or Provide Child Abuse Prevention Education Trainings	Plan and coordinate or provide a minimum of two (2) Prevention trainings per fiscal year. Trainings may include, but are not limited to: <ul style="list-style-type: none"> <li>• Mandated Reporter</li> <li>• Shaken Baby</li> <li>• Co-Sleeping</li> </ul>	Annually
18. Plan and Coordinate and/or Provide Child Abuse Prevention Education Events	Plan and coordinate or provide a minimum of two (2) and up to (4) Prevention Education events per fiscal year as pre-approved and directed by CAPC Executive Committee.	Annually
19. Plan and Coordinate and/or Conduct Special Projects	Plan and coordinate and/or conduct any CAPC-Approved Special Projects as directed by CAPC Chair and Executive Committee	As Approved by Executive Committee
20. Maintain Community Awareness of the Purpose and Use of Children's Trust Fund	Conduct two (2) public forums per fiscal year as mandated by California Welfare and Institutions Code, Sections 18965-18968 and Sections 18980 -18984: <ul style="list-style-type: none"> <li>• One on the West Slope of El Dorado County; and</li> <li>• One in South Lake Tahoe</li> </ul>	Annually
21. Prepare and Provide Reports and Provide Access to Records	<ul style="list-style-type: none"> <li>• Prepare and provide in a timely manner activity, fiscal and other reports not specified herein as requested by DHS</li> <li>• Provide DHS with access to records maintained relative to activities conducted.</li> </ul>	Ongoing

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of January 1, 2009 through June 30, 2010.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, Contractor shall submit invoices to the CAPC Executive Committee for review and approval and forwarding to DHS for reimbursement by the County for the provision of services required by this Agreement. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for service(s). Photocopied or faxed invoices shall not be accepted. An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit "A" marked "Child Abuse Prevention Council Coordinator Invoice," incorporated herein and made by reference a part hereof. Contractor shall submit invoices to the CAPC Executive Committee no later than fifteen (15) days following the end of a "service month," except that invoices for the month of May shall be submitted no later than ten (10) days after receipt of said invoice. 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. The CAPC Executive Committee shall review and forward original invoices approved for reimbursement to County for County payment to Contractor no later than ten (10) days after receipt of said invoices, except that invoices for the month of May shall be submitted no later than five (5) days after receipt of said invoice. Failure by the CAPC Executive Committee to submit invoices by the 25<sup>th</sup> of the month following the end of a service month may result in a significant delay in payment. Failure by the CAPC Executive Committee to submit invoices for the month of May by the 15<sup>th</sup> of June may result in a reduction in the amount of CAPIT funds available under this Agreement due to said funds being claimed on a "cash" basis. Invoices received and accepted from Contractor by the CAPC Executive Committee or from the CAPC Executive Committee by County shall not be deemed evidence of allowable Agreement costs. County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) from the CAPC Executive Committee identifying services rendered. Funds shall be paid to Contractor only to the extent that such funds are available from the California Department of Social Services annual CAPIT allocation (up to \$25,000 annually for CAPC Coordinator Salary and Benefits only) and from the County Children's Trust Fund (for all other expenses hereunder), and funds shall be used to pay only approved expenditures made in accordance with the requirements of California Welfare and Institutions Codes Sections 18965-18968 and 18980 -18984.

Travel expenses for CAPC authorized attendance at conferences, trainings and events shall be reimbursed in accordance with Exhibit "B", marked "Board of Supervisors Travel Policy Number D-1", incorporated herein and made by reference a part hereof.

Any equipment acquired with funds under this Agreement shall be deemed to be the property of County. Upon termination of this Agreement, Contractor shall return said property to County.

The CAPC Executive Committee shall pre-approve all event budgets and shall have final approval over all ensuing invoices prior to submittal to County for reimbursement. For the purposes hereof,

the billing and reimbursement rate for services specifically listed under ARTICLE I-Scope of Services or ARTICLE III-Compensation shall be as follows:

<i>Service</i>	<i>Maximum Not-To Exceed Amount FY 08-09</i>	<i>Maximum Not To Exceed Amount FY 09-10</i>
CAPC Coordinator Salary and Benefits (\$2,345.83/month)	\$14,075	\$28,150
Administrative Overhead, Supplies and Equipment	\$1,875	\$3,750
Conference Attendance - Coordinator	\$750	\$1,500
Conference Attendance - CAPC Members	\$750	\$1,500
Champions for Children Summit	\$8,950	\$8,950
Child Abuse Prevention Month Activities	\$5,000	\$5,000
Trainings	\$5,000	\$10,000
Community Education Events	\$5,000	\$10,000
Special Projects - CAPC Approved	\$2,500	\$5,000
Grant Administration and Activities	\$20,000	\$40,000
<b>TOTAL NOT TO EXCEED AMOUNT PER FISCAL YEAR:</b>	<b>\$63,925</b>	<b>\$113,850</b>

Contractor shall submit billing invoices to the following address:

CAPC Chair  
 El Dorado County Child Abuse Prevention Council  
 Attn: Elizabeth Blakemore  
 6767 Green Valley Road  
 Placerville, CA 95667

CAPC Chair shall submit billing invoices to the following address:

El Dorado County  
 Department of Human Services  
 Attn: CAPC Liaison  
 3057 Briw Road  
 Placerville, CA 95667

The total of this Agreement shall not exceed \$177,775 for the stated term.

**ARTICLE IV**

**Political Activities Prohibited:** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

## ARTICLE V

**Copyrights and Patents.** If this Agreement results in a book or other copyright material, the author is free to copyright the book, but County reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall promptly and fully be reported to County for determination as to whether patent protection on such invention or discovery, including rights under any patent issued therein, shall be disposed of and administered in order to protect the public interest.

## ARTICLE VI

**Nondiscrimination:** Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and the Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

Contractor and County Representative shall, with oversight from the DHS Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring



shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants or potential participants of their civil rights.

By accepting this assurance, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations, and permit authorized CDSS and/or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

#### **ARTICLE VII**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### **ARTICLE VIII**

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

**Permitted Uses and Disclosures of PII by Contractor.**

- (1) **Permitted Uses and Disclosures.** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) **Specific Uses and Disclosures provisions.** Except as otherwise indicated in the Agreement, Contractor shall:
  - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

**B. Responsibilities of Contractor.**

- (1) **Contractor agrees to safeguards:**
  - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - (a) Network based firewall and/or personal firewall; and
  - (b) Continuously updated anti-virus software; and
  - (c) Patch-management process including installation of all operating system/software vendor security patches.

- (3) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
- (4) **Agents and Subcontractors of Contractor.** To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (5) **Notification of Electronic Breach or Improper Disclosure.** During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

#### **ARTICLE IX**

**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 X**

**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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **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.

#### **ARTICLE XII**

**Independent Contractor/Liability:** 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 terms of

this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

### **ARTICLE XIII**

**Criminal Conviction:** Contractor shall immediately notify Contract Administrator concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, for any paid employee and/or volunteer staff, when such information becomes known to the Contractor.

### **ARTICLE XIV**

**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 shall 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 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.

- 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 seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County shall 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. 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.

#### **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  
HUMAN SERVICES DEPARTMENT  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as County directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION  
6767 GREEN VALLEY ROAD  
PLACERVILLE, CA 95667

or to such other location as the Contractor directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

#### **ARTICLE XVII**

**Indemnity:** District shall assume the defense of and indemnify and hold harmless County from and against all actions or claims against County, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by County by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the County, its officers, agents or employees and except for actions or claims alleging dangerous conditions of County property which arise out of the acts or failure to act by the County, its officers, agents or employees which are not created by a District employee or District invitee.

County shall assume the defense of and indemnify and hold harmless District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the District, its officers, agents or employees and except for actions or claims alleging dangerous condition of District property which arise out of the acts or failure to act by the District, its officers, agents or employees which are not created by a County employee or County invitee.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement

shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE XVIII**

**Insurance:** The Contractor and County are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this Agreement.

#### **ARTICLE XIX**

**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 XX**

**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 XXI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor shall 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 XXII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

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**ARTICLE XXIII**

**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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst II, or successor.

**ARTICLE XXV**

**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 XXVI**

**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 shall continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXVII**

**Venue:** 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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

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**ARTICLE XXVIII**

**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: *DeAnn Osborn* Dated: *January 13, 2009*  
DeAnn Osborn  
Staff Services Analyst II  
Department of Human Services

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: *Doug Nowka* Dated: *January 13, 2009*  
*DN*: Doug Nowka  
Director  
Department of Human Services

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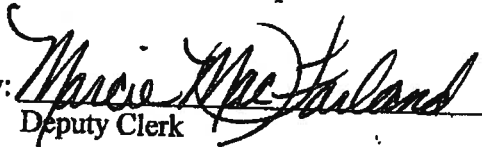
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

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

Dated: 2/3/09

By:   
**RON BRIGGS** Chairman  
Board of Supervisors  
"County"


**ATTEST:**  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By:   
Deputy Clerk Date: 2/3/09

**-- CONTRACTOR --**

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

**EL DORADO COUNTY OFFICE OF EDUCATION**

By:   
Vicki L. Barber, Ed.D.  
Superintendent of Schools  
"Contractor"

# EXHIBIT A

## Child Abuse Prevention Council Coordinator Invoice

**Claimant Name:** El Dorado County Office of Education  
**Address:** 6767 Green Valley Road, Placerville, CA 95667  
**Phone:** (530) 295-2312 **Fax:** (530) 295-1273 **Email:** Eblakemore@edcoe.org  
**Services:** Child Abuse Prevention Council Coordination Activities  
**Vendor Number:**

**Submit Original to:** Chair, El Dorado County Child Abuse Prevention Council  
 (with copy to 6767 Green Valley road  
 DHS Liaison) Placerville, CA 95667

**Submit Original to:** DHS Liaison Cathy Kinzel, Staff Services Analyst  
 (Upon CAPC approval) 3057 Briw Road  
 Placerville, CA 95667

<b>Agreement No.:</b> 484-S0911	<b>Agreement Term:</b> 1/1/09-6/30/10	<b>Index Code:</b> 7753313/530900	<b>Sub Object:</b> 4300
<b>Service Month:</b>			
<b>Service Year:</b>	FY 2008/2009		

Billing Category	Category Maximum Amount for Fiscal Year	Amount Billed This Period	Amount Billed YTD	Category Balance Remaining in Fiscal Year
A Coordinator Salary & Benefits (\$2,345.83/mo)	\$ 14,075.00	\$ 2,345.83	\$ -	\$ 14,075.00
B Administrative Overhead, Supplies and Equipment	\$ 1,875.00		\$ -	\$ 1,875.00
C Conference Attendance - Coordinator	\$ 750.00		\$ -	\$ 750.00
D Conference Attendance - CAPC Members	\$ 750.00		\$ -	\$ 750.00
E Champions for Children Summit	\$ 8,950.00		\$ -	\$ 8,950.00
F Child Abuse Prevention Month Activities	\$ 5,000.00		\$ -	\$ 5,000.00
G Training(s) Coordinated/Conducted	\$ 5,000.00		\$ -	\$ 5,000.00
H Community Ed. Event(s) Coordinated/Conducted	\$ 5,000.00		\$ -	\$ 5,000.00
I Special Project(s) Coordinated/Conducted	\$ 2,500.00		\$ -	\$ 2,500.00
J Grant Administration and Activities	\$ 20,000.00		\$ -	\$ 20,000.00
<b>TOTAL Fiscal Year not-to-exceed Contract Amount</b>	<b>\$ 63,900.00</b>	<b>\$ 2,345.83</b>	<b>\$ -</b>	<b>\$ 63,900.00</b>

I certify that I am duly appointed, qualified and acting officer of the herein-named claimant; that the costs being claimed herein are in all respects true and correct; and that the net amount claimed above has not been previously presented to or reimbursed through the Department of Human Services.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I certify as Chair of the El Dorado County Child Abuse Prevention Council, that I have reviewed the content of this invoice, have received relevant reports and approve it for payment.

\_\_\_\_\_  
CAPC Monitor Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I certify, as CAPC Liaison for County with responsibility for monitoring of this Agreement, that I have reviewed the content of this invoice, have received relevant reports, and approve said invoice for payment.

\_\_\_\_\_  
DHS Monitor Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date 11-09-11 11:33:19

EXHIBIT B



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

**BACKGROUND:**

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 2 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

**POLICY:**

1. **General 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. 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. "Actual and necessary expenses" do not include alcoholic beverages.
  - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
  - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
  - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 3 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
  - g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.
2. Approvals Required
- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
  - b. Chief Administrative Office approval is required when travel involves any of the following:
    - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
    - (2) Car rental.
    - (3) Out-of-county overnight travel.
    - (4) Members of boards or commissions, or non-county personnel.



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 4 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.
3. **Travel Participants and Number**
- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 5 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances:
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for





**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 6 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

the purpose of discussing important issues related to County business and policies.

(3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.

(4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

**4. Mode of Transport**

a. Transportation shall be by the least expensive and/or most reasonable means available.

b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.

c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 7 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

**5. Reimbursement Rates**

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 8 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  TRAVEL	<b>Policy Number</b> D-1	<b>Page Number:</b> 9 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 10 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 11 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. **Other Expenses**

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. **Advance Payments**



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 12 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

**7. Compliance - Claimant Responsibility**

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. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

**8. Procedures:**

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 13 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form





**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D-1	<b>Page Number:</b> 14 of 14
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 05/25/1999

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.