

### MEMORANDUM OF UNDERSTANDING #345-M1511 A Financial MOU

#### Between

### COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY

and

#### COUNTY OF EL DORADO DISTRICT ATTORNEY'S OFFICE

Regarding

A Purchase of Services MOU and Welfare Fraud Control Plan of Cooperation Concerning the Investigation and Management of Prosecution of Crimes Against CalWORKs, CalFresh, CMSP, and Other Public Assistance Programs

THIS MEMORANDUM OF UNDERSTANDING AND WELFARE FRAUD CONTROL PLAN OF COOPERATION (hereinafter referred to as "MOU") is made and entered into by and between the County of El Dorado Health and Human Services Agency (hereinafter referred to as "HHSA") and the County of El Dorado District Attorney's Office (hereinafter referred to as "DA") (collectively hereinafter referred to as "Departments" or "parties"), on behalf of the County of El Dorado (hereinafter referred to as "County") and in accordance with the requirements of the California Department of Social Services (hereinafter referred to as "CDSS"). This MOU defines each Department's roles and responsibilities relative to the prevention, detection, investigation, and prosecution of fraud relative to issuance of benefits in CalWORKs, CalFresh, CMSP, and other public assistance programs administered by HHSA on behalf of the County.

## RECITALS

WHEREAS, welfare fraud shall be defined as individuals obtaining public assistance including but not limited to cash aid (hereinafter referred to as "CalWORKs"), CalFresh, County Medical Services Program (hereinafter referred to as "CMSP"), and other public assistance programs by means of false representation, false device, or omission of key facts; and

WHEREAS, individuals who commit welfare fraud can be criminally charged and prosecuted under Welfare and Institution Code § 10980 "Welfare Fraud" and Penal Code § 118 "Perjury;" and

WHEREAS, HHSA receives Federal, State (all references to "State" in this MOU shall mean the State of California unless otherwise specified), and local funding for the implementation of a program for the investigation and management of prosecution of individuals who commit crimes against CalWORKs, CalFresh, CMSP, and other public assistance programs, in accordance with Welfare and Institutions Code § 10980; and

WHEREAS, it is the desire and responsibility of the County, HHSA, and DA to pursue prevention, detection, investigation, and prosecution of fraud perpetrated in the course of public assistance benefit issuance (hereinafter referred to as "welfare fraud control"); and

WHEREAS, HHSA and DA are departments of the County of El Dorado and are overseen by the County of El Dorado Board of Supervisors; and

WHEREAS, DA has the responsibility, experience and expertise to assess, investigate, and prosecute, as appropriate, suspected fraud in public assistance programs; and

WHEREAS, dependent upon its CalWORKs caseload, HHSA may or may not be required to maintain a Program Integrity Unit (hereinafter referred to as "PIU") and may establish an equivalent substitute unit in another County department under a plan of cooperation approved by CDSS, and may refer suspected fraud cases to the local prosecuting authority, for investigation in coordination with and cooperation with CDSS; and

WHEREAS, County has determined that the control of welfare fraud in the County can be most efficiently and effectively achieved and maintained through the maintenance of a PIU-equivalent substitute unit consisting of HHSA staff maintaining responsibility for the overpayment/over issuance computations in all suspected fraud cases, and DA maintaining responsibility for the investigation of suspected fraud through a cooperative arrangement between the Departments. Said arrangement provides opportunities for mutual benefits, including benefits to the citizens of the County of El Dorado; and

WHEREAS, in order to qualify for federal reimbursement, it is necessary to have in effect a Plan of Cooperation between HHSA and DA, which shall operate as a purchase of services MOU, and which shall be submitted to the California Department of Social Services, Fraud Bureau, Attention: Purchase of Service Coordinator, for review and approval on an "as required by CDSS" basis, and

WHEREAS, all activities conducted by HHSA and DA pursuant to this MOU shall be in accordance with provisions and procedures as defined and set forth in the California Department of Social Services Manual of Policies and Procedures (hereinafter referred to as "MPP")

Confidentiality, Fraud, Civil Rights, and State Hearings, Division 20, Chapter 20-005 et seq. County Responsibility, Chapter 20-007 et seq. Special Investigative Unit, Chapter 20-008 Law Enforcement Officials, and MPP Division 21, Chapter 21-100, et seq., "Nondiscrimination in Federally Assisted Programs;" and

**WHEREAS**, it is the intent of the parties hereto that all activities conducted under this MOU be in conformity with all applicable Federal, State, and local laws.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Welfare fraud creates a burden for taxpayers by increasing the cost of public assistance programs. By reducing welfare fraud, the County of El Dorado increases public confidence in the welfare system and ensures that funds are available to those who are truly eligible for assistance. Therefore, in a mutual effort to reduce or eliminate welfare fraud in the County, the Departments agree to the following:

## A. Mutual Responsibilities of Departments

- 1. Departments shall cooperate in establishing and maintaining a vigorous, viable program of fraud control in the County of El Dorado including the investigation and prosecution of individuals who commit fraud against CalWORKs, CalFresh, CMSP, and other public assistance programs.
- 2. Departments shall ensure maximum communication between their respective staff to ensure each Department's ability to achieve the mutually beneficial goals and objectives of welfare fraud control, including but not limited to prevention, detection, and prosecution.
- 3. Departments shall establish, implement, monitor, and, as appropriate and approved by both Department heads or designee, modify changes to internal processes and procedures necessary to ensure the efficient, effective, and cooperative performance of welfare fraud control activities pursuant to this MOU.
- 4. Departments shall comply with State reporting responsibilities.
- 5. Departments shall keep a copy of this approved and executed MOU and all associated documents in their files.

## B. Responsibilities of DA

- 1. DA shall provide two (2) full-time equivalents (FTE) Investigators to conduct investigative ("Investigator") services on referred welfare fraud allegations.
- 2. The DA shall also provide prosecution ("Prosecutor") functions, and on an as needed basis, the support of a Legal Secretary in pursuance of welfare fraud control activities in El Dorado County on behalf of HHSA by cooperating in establishing and maintaining a vigorous, viable program of fraud control in CalWORKs, CalFresh, CMSP, or other public assistance programs.
- 3. As appointing authority and employer of Investigators, Prosecutors, and Legal Secretaries, DA shall retain responsibility for selection, hiring, training, supervision, monitoring (including staff performance), and terminations of staff assigned to or

associated with assisting HHSA, and shall ensure said staff has appropriate experience to handle the tasks herein required.

- 4. DA's responsibilities with regard to Investigators shall include but not be limited to:
  - a. Ensuring the availability of two full-time Investigators at HHSA locations as determined and requested by HHSA.
  - b. Providing each said Investigator with a computer and related software and equipment ("computer equipment") necessary for the performance of activities hereunder.
    - i. DA shall install and maintain computer equipment retained at Investigators' designated workspace.
    - ii. Access to other systems specifically required and provided by HHSA shall be maintained by HHSA.
  - c. DA shall provide HHSA with a liaison at DA to communicate comments or concerns regarding Investigators' performance. Said DA liaison shall be an Investigator supervisor and/or manager. Communications between DA liaison and HHSA may be made in person, by telephone, or in writing. Comments by HHSA are intended to provide a prompt update of the successful or unsuccessful resolution of all performance issues regarding Investigators. In absence of any written or verbal concerns, the DA shall assume that Investigators' performance is satisfactory.
  - d. DA shall provide information to the designated HHSA liaison of Investigators' regular work hours and any planned or unplanned absences. Upon HHSA request, DA shall provide written report(s) detailing case investigation and prosecution data including but not limited to fully loaded hourly wage, time, and expenses spent on individual case(s). Said report shall be provided to HHSA within ten (10) days of initial request.
  - e. DA shall provide assurance that Investigators shall conform to the reasonable rules and regulations applicable to other County staff working at the HHSA sites including but not limited to the use of facility alarm systems, restrictions regarding computer system use, visitor access to buildings, etc.
- 5. Investigators shall, in the course of performing their responsibilities on behalf of HHSA:
  - a. Locate and interview witnesses to and persons suspected of welfare fraud violations, obtain and present facts and evidence to support prosecution of suspected welfare fraud violations, and perform other services as required to ensure compliance with the provisions of the CDSS Manual of Policies and Procedures Confidentiality, Fraud, Civil Rights, and State Hearings, Division 20, Chapters 20-007 "Special Investigative Unit" and Chapters 20-2008 "Law Enforcement Officials," California Penal Code § 830-832.16, and/or other Federal, State, and Local regulations and laws as applicable to the investigation and prosecution of suspected welfare fraud. More particularly,
    - i. Investigators shall check DA C-IV (public assistance computer system) inbox on a daily basis for new fraud referrals to ensure that California Department of Social Services Form DPA 266 accurately reflects fraud investigation and prosecution activity in the County of El Dorado (see Exhibit A, marked "Fraud Investigation Activity Report DPA 266," as may be revised or

substituted by the State from time to time, incorporated herein and made by reference a part hereof).

- ii. Investigator shall set and use the C-IV task setting functionality for any referral that requires a follow-up, thereby assuring required tasks are followed-up by set task due date. C-IV investigation notes shall be kept up to date so both HHSA and the Investigator's Supervisor are kept appraised on the status of all referrals under investigation.
- iii. The Investigators' Supervisor shall monitor the C-IV Over Due task reports monthly and work with the investigator to remedy any overdue tasks or assure there is documentation noting the reasons for a delay in case actions.
- iv. If potential welfare fraud information is received from a source other than HHSA, Investigators shall inform the designed HHSA liaison at the time of the referral. Should HHSA determine that a welfare fraud referral and action is warranted by DA, HHSA will enter and assign a referral request into the C-IV system.
  - (a) Investigators shall not participate in any investigation or activity for which HHSA funding or reimbursement shall be sought, without said prior written approval.
- v. Upon receiving written approval from HHSA, Investigators shall take prompt and decisive steps to assess, investigate, and establish the facts regarding any HHSA-referred situation in which it appears that reason exists to suspect fraud or potential fraud against the CalWORKs program, CalWORKs-related programs, CalFresh, CMSP, or other public assistance programs by one (1) or more beneficiaries of those programs. Said investigation may include but not be limited to instances when eligibility is being determined, or when benefits are being received, or have been received on the basis of incorrect, incomplete, or false data. When said investigation reveals probable cause exists to suspect fraud against the CalWORKs program, CalWORKs-related programs, CalFresh, CMSP, or other public assistance programs by one (1) or more beneficiaries of those programs, Investigators shall refer for prosecution and DA shall review and possibly prosecute the person(s) suspected to have committed said fraud.
- vi. Investigators shall provide designated HHSA liaison with all findings and resolutions and/or dispositions of each referral received, including referrals not received from HHSA, along with a summary of facts and access to evidence collected to the fullest extent allowed by law.
- vii. Investigators and/or Legal Secretaries shall prepare and maintain complete records on all fraud investigation activities.
  - (a) Investigators and/or Legal Secretaries shall update electronic case records by updating case status and notes to accurately reflect caseload size.
  - (b) Investigators and/or Legal Secretaries shall, at the request of HHSA, gather and submit all data and information, including but not limited to the provision of up-to-date case lists of welfare fraud cases currently under investigation or in the process of being prosecuted, that may be required by HHSA for the administration of programs and preparation of reports required by CDSS or other governmental entities Said requests for

information, reports, lists or other documentation shall be provided within the timeframe specified by HHSA at the time of each request.

- 6. Prosecutors shall, in the course of performing their responsibilities:
  - a. Review and possibly file criminal charges when DA investigation reveals sufficient evidence exists to suspect fraud against the CalWORKs, CalFresh, CMSP, or other public assistance programs by one or more beneficiaries of those programs.
  - b. Prosecute the person(s) alleged to have committed said fraud.
- 7. DA's responsibilities with regard to Investigators and Prosecutors access and attendance at various miscellaneous welfare fraud-related events shall include but not be limited to:
  - a. Investigator and Prosecutor access and attendance at various welfare fraud-related events including, but not limited to trainings, committees, and meetings, shall be requested in writing from appropriate HHSA liaison no less than ten (10) working days prior to attending any event for which reimbursement from HHSA or a HHSA funding stream will be sought. Said sought reimbursements may include but shall not be limited to registration costs, tuition, materials, staff time, per diems, mileage, accommodations, various other travel expenditures, etc. Requests for written approval to attend HHSA-related trainings that are submitted less than ten (10) days in advance of the training shall require the written approval of both the DA or his designee and either the HHSA Director, Assistant Director, or Chief Fiscal Officer, and
  - b. All HHSA-approved travel expenses such as lodging, meals, mileage, etc., shall be in accordance with Exhibit B, marked "Board of Supervisors Policy Number D-1," incorporated herein and made by reference a part hereof.
- 8. DA shall provide testimony or provide other required or requested evidence related to welfare fraud investigations in criminal proceedings.
- 9. DA shall provide HHSA with a DA organizational chart that shall reflect the most current chain of command for DA Investigators and Prosecutors assigned to work on welfare fraud control activities. If changes are made to said organizational chart, DA shall provide an updated version to the HHSA liaison as soon as the changes become effective.
- 10. DA shall provide new employee training and continuing education refresher trainings to HHSA staff, as required, to ensure compliance with the provisions of the CDSS Manual of Policies and Procedures Confidentiality, Fraud, Civil Rights, and State Hearings, Division 20, Chapter 20-005. DA also shall provide special trainings as requested or as required in the prevention and detection of welfare fraud to all program staff and first-line supervisors, utilizing curricula approved by the CDSS, and as available from CDSS. More particularly, once per year, DA shall provide new employees with eight (8) hours of training. Twice per year, DA shall provide four (4) hours of continuing education refresher training for ongoing employees. Said continuing education refresher training shall be held twice per year in South Lake Tahoe and twice per year in Placerville. Upon mutual agreement and dependent upon availability, the South Lake Tahoe trainings may be accomplished by video conference from the Placerville office.
- 11. DA shall be subject to audit and review for compliance by any agency of the State or

Federal Government involved in the administration of these programs.

12. DA shall maintain parody with the workload of new referrals coming in, with referrals being closed, to avoid back-logs. This MOU includes funding to support two full-time investigators and legal secretary support to support HHSA's and DA's mutual goal of maintaining a vigorous, viable program of fraud control in the County of El Dorado, including the investigation and prosecution of individuals who commit fraud against CalWORKs, CalFresh, CMSP, and other public assistance programs.

## C. Responsibilities of HHSA

- 1. HHSA shall assess current open cases and refer potential fraud cases that require investigation to the DA.
- 2. HHSA shall refer new potential fraud cases to the DA.
- 3. HHSA shall provide the DA with pertinent case information needed to facilitate welfare fraud investigation and prosecution activities.
- 4. HHSA shall provide Investigators with a HHSA liaison at assigned site(s) to provide on-site Investigators with operational assistance and support.
- 5. HHSA shall provide on-site Investigators with access to a work area and access to a client interview space that protects both Investigator and client confidentiality and safety. More specifically:
  - a. HHSA shall identify locations at which to station on-site Investigators and shall provide said Investigators with a dedicated workspace and appropriate furnishings as needed in order to conduct welfare fraud investigation related business (e.g., workstation/desk, chair, telephone, shelving units, and access to standard office equipment such as a copy machine and fax machine normally provided to County employees as required to complete their assigned duties). Requests for non-standard equipment or supplies must have prior review and written approval by the appropriate HHSA Program Manager and Director, Assistant Director or Chief Fiscal Officer.
- 6. HHSA shall provide access to pertinent program records including, but not limited to, client identifying information, relevant court documentation, and general information that would contribute to HHSA-approved welfare fraud investigation and prosecution activities.
- 7. HHSA shall provide access to a computer network that stores information that contributes to welfare fraud investigation activities.
- 8. HHSA shall communicate comments or concerns regarding Investigators' performance to DA liaison. Communications between HHSA and DA liaison may be made in person, by telephone, or in writing. Comments by HHSA are intended to provide a prompt update of the successful or unsuccessful resolution of all performance issues regarding Investigators. In absence of any written or verbal concerns, the DA shall assume that Investigators' performance is satisfactory.
- 9. HHSA shall provide opportunities for DA to participate in multidisciplinary meetings, department staff meetings, and/or related activities as they apply to welfare fraud or welfare fraud control, including the investigation and prosecution of welfare fraud to ensure appropriate networking with all relevant program staff.
- 10. HHSA shall provide Investigators with an orientation to policies and safety procedures specific to HHSA operations.
- 11. HHSA shall monitor program operation/performance without actual supervisory

oversight of Investigators.

- 12. HHSA shall retain primary responsibility for all other functions associated with ongoing welfare fraud control activities, including but not limited to collections, fair hearings, processing of overpayments, and clearing employment reports as they relate to CalWORKs, CalFresh, CMSP, or other public assistance programs provided by HHSA in accordance with provisions of the California Department of Social Services Manual of Policies and Procedures Confidentiality, Fraud, Civil Rights, and State Hearings, Division 20.
- 13. HHSA shall retain responsibility for all HHSA program staff associated with welfare fraud control activities as they relate to CalWORKs, CalFresh, CMSP, or other public assistance programs provided by HHSA.
- 14. HHSA shall provide coordination of fraud training to HHSA personnel by DA, including but not limited to provision of training location, identification of staff requiring fraud training, and documenting training.

## **ARTICLE II**

**Term:** This MOU shall become effective when fully executed by all parties hereto and shall expire three (3) years from the date thereof.

## **ARTICLE III**

**Compensation for Services:** For the purposes of this MOU, the funding for Investigators and Prosecutors shall not exceed \$450,000 per Fiscal Year (FY) based upon direct time study hours plus a 10% overhead on salary, in accordance with Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Super Circular). The rate shall not exceed 10% of direct salaries, excluding overtime, shift premiums, and fringe benefits.

Funding for Legal Secretaries shall not exceed \$26,000 in wages and benefits, per FY, based upon direct time study hours. The 10% indirect costs (i.e., administrative costs) shall not apply to Legal Secretaries.

For the purposes of this MOU, the Fiscal Year shall be defined as a continuous twelve-month period that shall begin July 1 of each calendar year and shall end the following June 30.

### **ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this MOU shall not exceed \$1,428,000.00 for all of the stated services during the term of the MOU.

## **ARTICLE V**

### Fiscal Provisions:

A. State, Federal, and local funding shall be available only for salaries and benefits of DA Investigators, Prosecutors, and Legal Secretaries performing CalWORKs, CalFresh, CMSP,

or other public assistance programs criminal investigations and prosecutions on behalf of HHSA and pursuant to this MOU. Funding shall include appropriate indirect costs that have received prior written approval from HHSA Director, Assistant Director, or Chief Fiscal Officer and as it directly relates to said investigation and prosecution activities, and in compliance with the Article titled "Compensation for Services."

- (1) In accordance with HHSA policy and procedures, all overtime must be preapproved in writing by HHSA Program Manager (see Exhibit C marked "Overtime Request.").
- (2) Requests for overtime work will only be approved if adequate funding is available and overtime is necessary to complete time sensitive work or to respond to emergencies.
  - (a) Said overtime will only be approved for payment by HHSA if Investigators or Prosecutors worked 40 hours for HHSA during that work week.
  - (b) Overtime shall be defined as any time worked beyond forty (40) hours in one work week. "Time worked" shall not be defined to include administrative leave, vacation, sick leave for work related illness or injury, or sick leave.
- (3) Compensatory time off in lieu of overtime pay is not permitted.
- B. DA Investigators, Prosecutors, and Legal Secretaries shall prepare time studies to be used to allocate their salaries and benefits to the applicable HHSA program(s). DA Investigators, Prosecutors, and Legal Secretaries time studies must be completed on a continuous basis each day during the quarterly claiming period. Time must be recorded in fifteen (15) minute increments according to program linkage of the area under investigation. All time studies are to be submitted in a timely manner to HHSA in accordance with HHSA instructions with a copy retained in the DA's files for future audit purposes.
- C. DA shall invoice HHSA for Investigator, Prosecutor, and Legal Secretary services rendered on behalf of HHSA on a quarterly basis and shall provide a standard statement detailing all completed investigative and prosecution activities that shall include but not be limited to the following information. *NOTE:* Activities related to Medi-Cal are not billable.
  - (1) Referral date
  - (2) Case name
  - (3) C-IV case number
  - (4) Program (CalWORKs, CalFresh, CMSP, etc.)
  - (5) Investigator name
  - (6) Activity type (investigation, prosecution, field visit, report writing, court appearance, etc.)
  - (7) Hours worked
  - (8) Current status (i.e., under investigation, pending prosecution, closed, etc.)
- D. Each Fiscal Year's fourth (4) quarter invoice submission (June) must be received by HHSA no later than June 10 of that FY in order to ensure payment for services to DA are rendered in the same FY as services were provided.
- E. Costs must be claimed on the appropriate HHSA Administrative Expense Claim as a direct purchase of service and identified to the appropriate program. These claims are subject to State and Federal audits, and any disallowed costs shall be refunded to HHSA by the DA.
- F. In consideration of the DA's performance of the foregoing in a satisfactory manner, HHSA agrees to pay the DA quarterly in arrears via a Journal Entry (JE) upon receipt of itemized

invoices and time studies from the DA in the amount equal to the DA's cost of performance hereunder. As required with each JE, the DA shall include documentation of the cost distribution among the CDSS CalWORKs, CalFresh, or other public assistance programs. DA shall notify HHSA of the amount due prior to submitting a JE, shall obtain written approval to journal said charges, and forward the completed JE to Auditor with a signed copy of JE to HHSA.

- G. If during the term of this MOU the total not-to-exceed funding allocation is different from that identified under the Article titled "Compensation for Services," HHSA shall inform the DA and County Chief Administrative Office of the approved, budgeted allocation for investigative activities for that particular FY within ten (10) days of receipt of notice from the State.
- H. At the beginning of each FY during the term of this MOU, HHSA shall inform the DA of the budgeted allocation for investigation, prosecution, and legal secretary activities for that FY. If the budgeted allocation or the Board of Supervisors'-approved allocation is in an amount different than that identified in the Article titled "Compensation for Services," this MOU shall be amended to reflect the new allocation amount. If the DA exhausts the current FY's allocation prior to the end of said FY, the DA shall discontinue further welfare fraud-related services for that FY and shall notify HHSA of said discontinuation.

## **ARTICLE VI**

**Mandated Reporter Requirements:** The parties acknowledge and agree to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with § 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as "The Child Abuse and Neglect Reporting Act," and the Welfare and Institutions Code § 15630 et seq., related to elder and dependent adults, as applicable.

## **ARTICLE VII**

Audit by California State Auditor: DA acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code § 8546.7. DA shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of DA, which are directly pertinent to this specific MOU for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, DA shall maintain all books, documents, papers, and records necessary to demonstrate performance under this MOU for a period of at least three (3) years after final payment or for any longer period required by law.

## ARTICLE VIII

**Continuous Operation:** DA shall operate continuously throughout the term of this MOU with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

## **ARTICLE IX**

**Changes to MOU:** This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing. Either party may notice the other party of their intent to terminate this MOU upon ninety (90) days written notice to the other or when HHSA funding for the specific program or services ceases. Notices to DA regarding a change in funding must be made within ten (10) days of receipt of notice from the State. In the event of termination by HHSA, the DA shall receive compensation for any services performed through the effective date of termination. Either party, upon written mutual consent, may immediately cancel this MOU.

## **ARTICLE X**

**Nondiscrimination:** Assurance of compliance with County of El Dorado's HHSA nondiscrimination in State and Federally assisted programs requirement as follows:

HHSA and DA 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 § 51 et seq., as amended; California Government Code §§ 11135-11139.5, as amended; California Government Code §§ 12940 (c), (h) (1), (i), and (j); California Government Code § 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 §§ 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 MOU.

This assurance shall be given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and HHSA and the DA hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS MPP Chapter 21 "Nondiscrimination in Federally Assisted Programs," shall be prohibited.

By accepting this assurance, HHSA and the DA 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 § 10605, or Government

Code §§ 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 shall be binding on HHSA and the DA 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 XI

**Confidentiality:** HHSA and DA shall protect from unauthorized disclosure names and other identifying information concerning person(s) receiving service(s) pursuant to this MOU, except for statistical information not identifying any person(s). HHSA and DA shall not use such information for any purpose other than carrying out HHSA and DA's obligations under this MOU. HHSA and DA shall promptly transmit to the County all requests for disclosure of such information not originating from the person(s). HHSA and DA shall not disclose, except as otherwise specifically permitted by this MOU or authorized by the person(s), any such information to anyone other than the County, except when subpoenaed by a court. For the purpose of this paragraph identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the person(s), such as fingerprint, voiceprint or photograph.

HHSA and DA further agree that they will protect all confidential information received including, but not limited to, Protected Health Information (PHI) and Personally Identifiable Information (PII) (collectively hereinafter referred to as "Confidential Information") as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations promulgated thereunder and no less rigorously than Agency or Department protects its own Confidential Information. Specifically, HHSA and DA shall implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all Confidential Information, be it verbal, electronic, or hardcopy, as required of County by applicable laws and regulations. HHSA and DA mutually agree to allow auditing of processes and premises at any time, upon reasonable notice given. In the event of a security breach covered under applicable state and federal laws, HHSA and DA shall immediately inform MOU Contract Administrators of the breach and take all necessary and reasonable steps to prevent any further disclosure or use. HHSA and DA will cooperate fully with any data breach forensics and notification steps deemed necessary or appropriate to comply with the requirements of the law.

HHSA and DA further agree, upon termination, cancellation, expiration, or other conclusion of this MOU, within thirty (30) days to return or, if return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in its possession. Further, DA shall furnish HHSA with an appropriate Certificate of Destruction of any and all Confidential Information that is in its possession.

The obligations of this Article shall survive termination or expiration of this MOU.

### ARTICLE XII

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

## **ARTICLE XIII**

Notice to Parties: All notices to be given by the parties hereto shall be in writing.

Notices to HHSA shall be addressed as follows:

COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY 3057 BRIW ROAD PLACERVILLE, CA 95667 ATTN: CONTRACTS UNIT

Or to such other location as HHSA directs.

Notices to the DA shall be addressed as follows:

COUNTY OF EL DORADO DISTRICT ATTORNEY'S OFFICE 515 MAIN STREET PLACERVILLE, CA 95667 ATTN: VERN PIERSON, DISTRICT ATTORNEY, or SUCCESSOR

Or to such other location as the DA directs.

### **ARTICLE XIV**

Administrator: The County Officer or employee with responsibility for administering this MOU on behalf of Health and Human Services Agency is Patty Moley, Program Manager II, or successor.

The County Officer or employee with responsibility for administering this MOU on behalf of the District Attorney is Vern Pierson, District Attorney, or successor.

### ARTICLE XV

**Authorized Signatures:** The parties to this MOU represent that the undersigned individuals executing this MOU 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.

**IN WITNESS WHEREOF,** the parties hereto have executed this Memorandum of Understanding #345-M1511.

## HEALTH AND HUMAN SERVICES AGENCY

By: Don Ashton, M.P.A.

Dated: 2/25/2015

Don Ashton, M.P.A. Director Health and Human Services Agency

**DISTRICT ATTORNEY'S OFFICE** 

By: Vern Pierson

District Attorney

Dated: 2/25/15

### **EXHIBIT A**

# Fraud Investigation Activity Report

SUBMIT THIS REPORT FORM VIA EMAIL (see http://www.dss.cahwnet.gov/dssdb/) OR SEND ONE COPY TO: California Department of Social Services Data Systems and Survey Design Bureau, M.S. 9-081 P.O. Box 944243 Sacramento, CA 94244-2430

			FAX: (916) 6	57-2074	
COUNTY NAME			REPORT MONTH AND YEAR		
PART A. INVESTIGATION ACTIVITY	CalWORKs (1)	PA Food Stamps (2)	NA Food Stamps (3)	Total (1+2+3) (4)	All Other Programs (5)
Section I. Investigation Requests			-	-	
1. Total requests received during month (Item 2 plus 3)	1	2	3	4	5
2. Total requests rejected during month	6	7	8	9	10
3. Total requests accepted during month (Item 3a through 3r)	. 11	12	13	14	15
a. Early Fraud Prevention/Detection (EFP/D)	16	17	18	19	20
b. Income and Eligibility Verification System (IEVS)	21	22	23	24	25
c. Other unreported income	26	27	28	29	30
d. Homeless assistance	31			32	33
e. Unreported resources/assets	34	35	36	37	38
f. Family (household) composition	39	40	41	42	43
g. Duplicate/replaced warrants/lost Food Stamps	44	45	46	47	48
h. Duplicate (multiple) aid	49	50	51	52	53
i. Forgery	54	55	56	57	58
j. Residence	59	60	61	62	63
k. Fictitious identity	64	65	66	67	68
I. Food Stamp trafficking		69	70	71	
m. Internal affairs	72	73	74	75	76
n. Child Care	77	78	79	80	81
o. Drug Felon	82	83	84	85	86
p. Fleeing Felon	87	88	89	90	91
q. Probation/Parole Violators	92	93	94	95	96
r. Other (Explain in Comments)	97	98	99	100	101
Section II. Investigation Caseload	1	-L	1	1	
4. Investigations pending beginning this month	102	103	104	105	106
(Item 7 last month or explain in Comments)		108	109	110	111
5. Total investigations available during month (Item 3 plus 4)					
6. Total investigations completed during month (Item 6a plus 6b)	112	113	114	115	116
a. Evidence sufficient to support allegation of fraud (6a1 plus 6a2).	. 117	118	119	120	121
1) Cases referred for prosecution	. 122	123	124	125	126
2) Cases not referred for prosecution		128	129	130	131
b. Evidence not sufficient to support an allegation of fraud	132	133	134	135	136
7. Investigations pending at end of month (Item 5 minus 6)	137	138	139	140	141

# EXHIBIT A

COUNTY NAME	REPORT MONT	HAND TEAR			
Section III. Investigation Results	CalWORKs (1)	PA Food Stamps (2)	NA Food Stamps (3)	Total (1+2+3) (4)	All Other Programs (5)
8. Denials (Early Fraud)	140	143	144	145	146
9. Benefits reduced (Early Fraud)	147	148	149	150	151
10. Discontinuances (Early Fraud)	152	153	154	155	156
11. Referred for prosecution		158	159	160	161
12. Referred to Administrative Disgualification Hearing (ADH)	162	163	164	165	166
13. Restitution action	167	168	169	170	171
14. Benefits reduced (not Early Fraud)	170	173	174	175	176
15. Benefits discontinued (not Early Fraud)	477	178	179	180	181
16. Fraud found, no adverse financial impact	102	183	184	185	186
17. Allegation unfounded	107	188	189	190	191
18. Insufficient evidence	102	193	194	195	196
19. Expiration of statutes	407	198	199	200	201
20. Other (Explain in Comments)		203	204	205	206
Section IV. Overpayments					
	207	208	209	210	211
21. Total fraud overpayments/issuances identified (dollar amounts)	207				
21. Total fraud overpayments/issuances identified (dollar amounts)         22. Fines/forfeitures (dollar amounts)         PART B. PROSECUTION ACTIVITY				212	
22. Fines/forfeitures (dollar amounts) PART B. PROSECUTION ACTIVITY Section I. Prosecution Activity					
22. Fines/forfeitures (dollar amounts) PART B. PROSECUTION ACTIVITY Section I. Prosecution Activity 23. Referrals pending beginning of month	213	214	215	212	217
22. Fines/forfeitures (dollar amounts) PART B. PROSECUTION ACTIVITY Section I. Prosecution Activity 23. Referrals pending beginning of month (Item 27 last month or explain in Comments)	213		215 220		217 222
22. Fines/forfeitures (dollar amounts)      PART B. PROSECUTION ACTIVITY      Section I. Prosecution Activity      23. Referrals pending beginning of month         (Item 27 last month or explain in Comments)	213 	214		216	-
22. Fines/forfeitures (dollar amounts)      PART B. PROSECUTION ACTIVITY      Section I. Prosecution Activity     23. Referrals pending beginning of month     (Item 27 last month or explain in Comments)     24. Referrals received during month     25. Total referrals available during month (Item 23 plus 24)	213 218 223	214 219	220	216	222
<ol> <li>22. Fines/forfeitures (dollar amounts)</li></ol>	213 218 223 228 223	214 219 224	220 225	216 221 226	222 227
<ol> <li>22. Fines/forfeitures (dollar amounts)</li></ol>	213 218 223 228 233 228 233	214 219 224 229	220 225 230	216 221 226 231	222 227 232
22. Fines/forfeitures (dollar amounts)	213 218 223 228 233 238 238	214 219 224 229 234	220 225 230 235	216 221 226 231 236	222 227 232 237
<ol> <li>22. Fines/forfeitures (dollar amounts)</li></ol>	213 218 223 228 233 238 238	214 219 224 229 234 239	220 225 230 235 240	216 221 226 231 236 241	222 227 232 237 242
<ol> <li>22. Fines/forfeitures (dollar amounts)</li></ol>	213 218 223 228 233 238 238	214 219 224 229 234 239	220 225 230 235 240	216 221 226 231 236 241	222 227 232 237 242
<ol> <li>22. Fines/forfeitures (dollar amounts)</li></ol>	213 218 223 228 233 238 238 243 243	214 219 224 229 234 239 244	220 225 230 235 240 245	216 221 226 231 236 241 248	222 227 232 237 242 247
<ol> <li>22. Fines/forfeitures (dollar amounts)</li></ol>	213 218 223 228 233 238 243 243 248 253 253	214 219 224 229 234 239 244 249	220 225 230 235 240 245 245	216 221 226 231 236 241 246 245	222 227 232 237 242 247 247 252
22. Fines/forfeitures (dollar amounts)	213 218 223 228 233 238 238 243 248 253 258 258 258	214 219 224 229 234 239 244 249 254	220 225 230 235 240 245 245 250 255	216 221 226 231 236 241 246 251 256	222 227 232 237 242 247 247 252 257
<ol> <li>22. Fines/forfeitures (dollar amounts)</li> <li>PART B. PROSECUTION ACTIVITY</li> <li>Section I. Prosecution Activity         <ol> <li>23. Referrals pending beginning of month (Item 27 last month or explain in Comments)</li></ol></li></ol>	213 218 223 228 233 238 243 243 248 253 258 258 258 263 259	214 219 224 229 234 239 244 239 244 249 254 259	220 225 230 235 240 245 245 255 255 260	216 221 226 231 236 241 246 251 256 261	222 227 232 237 242 247 247 252 257 262
22. Fines/forfeitures (dollar amounts)	213 218 223 228 233 238 243 243 248 253 258 263 258 263 268 263	214 219 224 229 234 239 244 239 244 249 254 259 264	220 225 230 235 240 245 245 245 255 255 260 265	216         221         228         231         236         241         246         251         256         261         266	222 227 232 237 242 247 247 252 252 257 262 267
<ol> <li>22. Fines/forfeitures (dollar amounts)</li></ol>	213 218 223 228 233 238 238 243 243 243 258 263 263 268 273 278	214 219 224 229 234 239 244 239 244 259 254 259 264 269	220 225 230 235 240 245 240 245 250 255 260 265 270	216 221 226 231 236 241 248 241 248 251 256 261 256 261 266 271	222 227 232 237 242 247 247 252 257 262 267 272
22. Fines/forfeitures (dollar amounts)         PART B. PROSECUTION ACTIVITY         Section I. Prosecution Activity         23. Referrals pending beginning of month (Item 27 last month or explain in Comments)	213 218 223 228 233 238 243 248 253 258 268 263 268 263 268 273 278 278	214         219         224         229         234         239         244         249         254         259         264         269         274	220 225 230 235 240 245 245 255 255 260 255 260 265 270 275	216         221         226         231         236         241         246         251         256         261         266         271         276	222 227 232 237 242 247 247 252 257 262 262 267 262 267 277

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

# **EXHIBIT A**

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES DATA SYSTEMS AND SURVEY DESIGN BUREAU

REPORT	MONTH	AND	YEAR

VORKs PA Fo Stamp (1) 294 299 304 309 314 319 319 324 329	Stamps (3)           295           300           305           310           315           320	Total (1+2+3) (4)           296           301           306           311           316           321	All Other Programs (5) 297 302 307 312 317 322
299 304 309 314 319 324	300 305 310 315 320	301 306 311 316	302 307 312 317
304 309 314 319 324	305 310 315 320	306 311 316	307 312 317
309 314 319 324	310 315 320	311 316	312 317
314 319 324	315 320	316	317
319 324	320		
324		321	322
			1
329	325	326	327
	330	331	332
1 1 100			
334	335	336	337
·			
339	340	341	342
344	345	346	347
349	350	351	352
	10 1 11	1.1.1.1.1.1.1	
354	355	356	357
359	360	361	362
364	365	366	367
		-	
369	370	371	372
374	375	376	377
379	380	381	382
1.1.2.1.4 (5. 2.1	and Service and		C 4. 22
	339 344 349 354 359 364 369 374	339     340       344     345       349     350       354     355       359     360       364     365       369     370       374     375	339     340     341       344     345     346       349     350     351       354     355     356       359     360     361       364     365     366       369     370     371       374     375     376

Exhibit "B"



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

Subject:	Policy Number D - 1	Page Number: Page 1 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

### 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



Subject:	Policy Number D - 1	Page Number: Page 2 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

### POLICY:

- 1. General Policy
  - 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.



Subject:	Policy Number D - 1	Page Number: Page 3 of 13
TRAVEL	Date Adopted: 12/22/1987	<b>Revised Date:</b> 10/20/2009

- 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.



Subject:	Policy NumberPage Number:D - 1Page 4 of 13	
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (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.



Subject:	Policy Number D - 1	Page Number: Page 5 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- d. 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 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.



Subject:	Policy Number D - 1	Page Number: Page 6 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- 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 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.
- 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



Subject:	Policy Number D - 1	Page Number: Page 7 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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 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



Subject:	Policy Number D - 1	Page Number: Page 8 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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:

- 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.



Subject:	Policy Number D - 1	Page Number: Page 9 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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 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



Subject:	Policy Number D - 1	Page Number: Page 10 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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 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



Subject:	Policy Number D - 1	Page Number: Page 11 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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

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.
  - 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.



Subject:	Policy Number D - 1	Page Number: Page 12 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- 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 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



Subject:	Policy Number D - 1	Page Number: Page 13 of 13
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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

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.

### EXHIBIT "C"

## OVERTIME REQUEST For Pay Period \_\_\_\_\_

Request Date: \_\_\_\_\_\_Name: \_\_\_\_\_\_Title: \_\_\_\_\_\_

I am requesting to work overtime on:

Week 1			12	Week 2			
	Date	Time (from)	Time (to)		Date	Time (from)	Time (to)
Saturday				Saturday			
Sunday				Sunday			
Monday				Monday			
Tuesday				Tuesday			
Wednesday				Wednesday			
Thursday				Thursday			
Friday	1			Friday			
Estimated O/T				eason: ()Emerg	gency ()	Other	
					gency ()	Other	
						Other	
Describe:	oture:						
Describe:	iture:						