



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
2850 Fairlane Court
Placerville, CA 95667

REQUEST FOR PROPOSAL #20-918-029

DUE: 3:00 PM – December 6, 2019

Sealed Proposals must be clearly marked on the outside of the package with:
“RFP #20-918-029 – DO NOT OPEN”

**West Slope Dialectical Behavior Therapy (DBT) &
First Episode Psychosis (FEP) Services**

The County of El Dorado Office of Procurement and Contracts, through its Health and Human Services Agency (also referred to as “County”), is requesting proposals for school and community-based Dialectical Behavior Therapy services and First Episode Psychosis services on El Dorado County’s West Slope. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate.

This Request for Proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

Table of Contents

- I. Background**
- II. Scope of Services**
- III. Eligibility**
- IV. Proposal Content**
- V. Proposers’ Questions**
- VI. Proposal Submittal**
- VII. Public Records Act**
- VIII. Valid Offer**
- IX. County’s Rights**
- X. El Dorado County Website Requirements**
- XI. Evaluation**
- XII. Award**
- XIII. Business License Requirement**
- XIV. Public Agency**

- Exhibits: “A” Sample Agreement for Services
“B” Travel Policy**

Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

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

RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

- I. **Background:** El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador, and Alpine counties in California and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2000 census, El Dorado County's population was determined to be 156,299. El Dorado County's population is projected to reach 243,000 by 2025, an increase of over 80,000 new residents.

A. Overview:

National trends indicate increases in the population of seriously emotionally disturbed children and adolescents. A number of these youth engage in high risk behaviors including self-harm, use of mood/mind altering substances, and suicidal behaviors. Many of the youth often experience family, relational, and school difficulties.

The County's Health and Human Services Agency, Behavioral Health Division, receives federal funding from the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration's (SAMHSA) Community Mental Health Services Block Grant (CMHSBG). The CMHSBG has target populations that include Adults with serious mental illness (SMI), and Children/adolescents with Serious Emotional Disturbances (SED).

As a pass-through entity for this federal funding, the Behavioral Health Division is required to submit a plan annually that articulates how the CMHSBG funding will be used to further SAMHSA's program goals. As a part of the Fiscal Year 2019/2020 application process, the Behavioral Health Division successfully proposed funds be used to collaborate with other public and private organizations to address the needs of Transition Age Youth (TAY) with serious emotional disturbance on the West Slope (approximately 80% of clients reside in areas West of Echo Summit).

To accomplish the program goals, the County is seeking a vendor who can provide Dialectical Behavior Therapy (DBT) at eligible high schools on the West Slope and First Episode Psychosis (FEP) services supporting the NAVIGATE Model to eligible youth on the West Slope.

FEP services will include early intervention and engagement with the TAY population to ameliorate the occurrence of further episodes and/or improve the trajectory of the condition, thus allowing the individual and his/her family to maintain stability within the community.

Although population statistics and prevalence rates equate to approximately one hundred fifty (150) TAY per year in El Dorado County who may experience a FEP, the actual number of participants in this program has historically been much lower and is anticipated to be no more than eight (8) individuals per year. Individuals in need of high level of Specialty Mental Health Services for FEP beyond the capacity of this project may be referred to the Health and Human Services Agency's Behavioral Health Division.

To be successful in the performance of activities related to this solicitation, the selected Proposer will be required to work closely with the El Dorado County Office of Education as well as the Health and Human Services Agency's Behavioral Health Division.

B. Federal Funding Requirements:

As services resulting from this solicitation will be funded as a part of a federal award, proposers are highly encouraged to be aware of requirements related to the administration of said funding, found commonly in Title 2 of the Code of Federal Regulations, Part 200, or otherwise (specifically to SAMHSA awards) in Title 45 of the Code of Federal Regulations Parts 75 and 96, as well as Part B, Subparts I, II, and III of Title XIX of the Public Health Services Act. Information related to this funding, including rules and restrictions, can be found here: <https://www.samhsa.gov/grants/block-grants/mhbg>.

Additionally, as a subrecipient of federal funding, the selected Proposer may be required to demonstrate active registration with the federal System of Award Management (www.sam.gov) in order to demonstrate the vendor is neither debarred nor suspended from receiving federal funding. Proposers are highly encouraged to obtain a DUNS Number and register said number with the System of Award Management as soon as possible, if the Proposer has not already done so, in order to prevent delays in the development and execution of the contract resulting from this solicitation.

- II. **Scope of Services:** The selected Proposer will be required to enter into an agreement for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services," **for an initial term that will expire June 30, 2020, and thereafter be contingent upon subsequent funding awards and provider performance.** Any reference in this RFP to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the selected Proposer under the agreement. In the event of any conflict between a provision of this RFP and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern. The services standards for this solicitation shall include the following:

A. Target Populations

1. DBT activities proposed in response to this RFP must specifically target age 14-19 year old high school students who are presenting with symptoms consistent with diagnoses of Bipolar Disorder, Major Depression/Anxiety or Schizophrenia, Serious Emotional Disturbance (SED), Serious Mental Illness (SMI), and/or engaging in high risk behaviors (suicidal ideation/attempt, self-harm, substance, abuse), many of whom will be dually diagnosed individuals. The youth being served may or may not be eligible for Medi-Cal and/or may be uninsured.
2. FEP activities proposed should target individuals aged 14 to 24, regardless of insurance status, who have experienced or are experiencing the symptoms of early psychosis, including but not limited to:
 - a. Onset of psychotic symptoms in the past 24 months;
 - b. Subthreshold symptoms of psychosis;
 - c. Recent deterioration in youth with a parent/sibling with a psychotic disorder; and
 - d. May or may not have a concurrent substance use disorder.

The youth meeting criteria for this program may be served regardless of insurance status (e.g., private insurance, Medi-Cal, Medicare, uninsured).

B. Outcomes/Goals:

1. The Behavioral Health Division has the following goals related to the DBT services solicited in this RFP:
 - a. Each participant can verbally identify one skill from each module of the DBT Skills Training;
 - b. Participants stay enrolled in and consistently attend/engage in school (e.g. a decrease in unexcused absences and incomplete homework); and
 - c. Assessments are completed using the Child and Adolescent Needs and Strengths (CANS) or Adults Needs and Strengths Assessment (ANSA), as age appropriate, every three (3) months.
2. The Behavioral Health Division has the following goals related to the FEP services solicited in this RFP:
 - a. Engagement
 - Participants will continue to engage with their case manager in an effort to achieve their treatment goals.
 - For those attending school, participants will stay enrolled in and consistently attending and engaging in school (e.g., excused absences only, completion of homework).
 - For those working, participants will remain employed to the extent that continued employment is within the participant control (e.g., quitting job vs. company layoffs).

- For those seeking employment, participants will utilize the services at the County Connections & Employment Resource Center at least two (2) times per week.
 - For those volunteering, participant will continue to volunteer to the extent that such activity does not interfere with their treatment.
- b. Participants will maintain medication compliance and attend all medication support appointments.
 - c. Reduction in the number of days hospitalized and/or incarcerated (working towards a goal of none).
 - d. Graduation from FEP services into a lower level of services while achieving the above-identified outcome objectives.
 - e. Use of Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths Assessment (ANSA), as age appropriate, every three months.

Proposers are encouraged to develop their own evaluative measures in addition to any requirements specified in the resulting agreement, for the purposes of being able to measure the success of these outcomes.

C. Mandatory Program Components

1. Dialectical Behavior Therapy (DBT) Services

a. Structure of DBT Services

Services must be provided by a licensed, waived, or registered mental health professional (“Clinician”). Additional services and/or supports may be provided by a para-professional with experience providing mental health rehabilitation services.

As a part of the plan submitted by the County’s Behavioral Health Division to SAMHSA, the County proposed DBT services to be conducted using Alec Miller’s Model designed for an Outpatient Adolescent population. As a result, any proposer responding to this solicitation must be able and willing to use this model in the performance of DBT Services at the selected service sites.

In performing DBT Services, the selected vendor will be required to conduct reoccurring, five (5) module groups over a 12 – 14 week span. In addition to the reoccurring DBT groups, a six-week Parent/Family DBT Skills Group must also be provided and include DBT Participants as well as their caregivers, for the purposes of ensuring participants are given a supportive environment as well as to encourage skills-based learning.

DBT services will be provided while schools are in session. During school summer break, winter break, or other times of school closures or holidays (collectively referred to as “school holiday periods”), DBT therapeutic social and recreational groups may be provided to offer participants the opportunity to practice their DBT skills in a more relaxed recreational environment.

DBT services may include, but are not limited to the following: Assessment, Youth group classes, individual counseling, family counseling, parent/family DBT skills group, peer “Skills Coaches” training; and consultation groups. Youth participating in DBT groups are eligible for supplemental individual and family counseling.

The program will have food provided at all peer skills coaches’ trainings, the DBT skills groups and the family DBT groups. DBT groups on campus are offered during breakfast and lunch hours and have food available to assist in the learning process by building rapport and providing a nurturing environment conducive to learning therapeutic coping skills and strategies.

Transportation assistance may be provided to ensure that participants are able to access services. Transportation costs may include, but are not limited to, bus passes and gas cards.

When necessary, written referrals shall be provided to DBT participants and linkages ensured to services to address service needs and/or barriers to service. A referral, tracking, and monitoring process for Youth must be maintained. Linkage shall be verified, and any barriers to service must be addressed to help identify options to overcoming those barriers.

b. Peer Skills Coaching

Following successful completion of all the DBT modules, TAY who demonstrate effective use of the skills in their own life, and who express a willingness to participate, may be selected to assist in facilitating as Peer “Skills Coach” under the guidance of the a Mental Health Clinician and while participating in a mandatory DBT Consultation Group. These “Peer Skills Coaches” are joined and mentored by previous recruitments of healthy TAY students (TAY students not presently at risk for mental health issues) to facilitate the DBT groups with the Mental Health Clinician and are available to their peers when requesting assistance outside of group times for skills coaching or DBT homework tutoring.

c. Socialization Activities

Socialization Activities must be designed to assist participants in skill use in a community setting, as well as provide support during school holiday periods. Both therapeutic social and recreational DBT groups must be offered. These activities should be geared towards helping the participants develop healthy leisure skills and reinforce social connectedness. Both the positions proposed as well as the Peer Skills Coaches should work closely with participants individually and within the group to encourage skills use in relevant contexts, thus enhancing their ability to manage their lives more effectively.

d. Parent/Family DBT Skills Group

A six-week Parent/Family DBT Skills Group will be offered to parents/families who want to participate (participation will be strongly encouraged). Parent/Family DBT

Skills Group will be facilitated by the Mental Health Clinician and TAY DBT participants, giving the TAY participants an opportunity (with support) to educate their caregivers on the skills they are learning/using and encouraging parent/family support (and own use) with the new skill set. A light dinner meal will be provided to all participants.

2. FEP Services

a. Structure of FEP Services

FEP services focus on high intensity services through the NAVIGATE Model in serving the TAY population. FEP services related to this solicitation are for the purposes of focusing on high schools and TAY in the community.

Food shall be provided at family meetings or other groups where clients, parents, caregivers, and friends that the client wishes to include are invited to participate and learn about how to be a support to the client.

Transportation assistance may be provided to ensure that participants are able to access services. Transportation costs may include, but are not limited to, bus passes and gas cards.

b. FEP Socialization Activities

Socialization activities for FEP services should be designed to assist participants in skill use in a community setting. The selected Proposer may offer therapeutic, social, and recreational activities, including but not limited to, healthy eating, meal preparation, and encouraging family participation and cohesion.

c. Residential Treatment

Clients referred to the FEP Program frequently have co-occurring substance use disorders that can prevent mental health treatment from being effective. Residential Substance Use Disorder Treatment may be provided to FEP participants if identified as an appropriate intervention in the FEP participant's treatment plan.

d. Materials

NAVIGATE literature, educational materials, pamphlets and other outreach materials may be purchased. This category also includes incentives for participants and group supplies.

D. Time Sensitivity and Funding Limitations:

Proposers should be aware the County anticipates the contract resulting from this solicitation may not be fully executed until March 2020. Funding related to these activities must be expended no later than June 30, 2020. This is intended to be a short-term agreement with high-performance, outcome driven expectations for the first year. Vendors

unable to meet the time requirements and corresponding administrative burden are discouraged from applying.

Subsequent years may be added to the resulting contract, contingent upon successful reapplication of funding, approval of subsequent plans by SAMHSA, and provider performance. There is no guarantee of funding for services beyond the initial year.

DBT Services, as solicited in this RFP are intended to occur only over a 12-14 week period, ending no later than June 30, 2020. FEP services are intended to occur concurrently.

E. Cultural Competency:

As a consideration for all services provided, the selected Proposer must be able to provide services in a culturally competent manner. At a minimum, this must include access to interpreter/translation services or bilingual staff (County threshold language is Spanish). It may also include requirements for representatives from the selected Proposer's organization to attend meetings to learn more about the specific needs in the community as a whole including its various cultural groups.

III. Eligibility:

To be considered eligible to submit a proposal in response to this RFP, the Proposer must submit a written letter (as identified in Section IV., Proposal Content, A. Cover Letter), certifying the following:

- A. The Proposer has read and reviewed the Sample Agreement attached to this RFP as Exhibit "A", and agrees to negotiate an agreement with the County which will include terms and conditions significantly similar to this agreement;
- B. The Proposer has read and understands the County's minimum insurance requirements and is capable and willing to meet and maintain the insurance minimums established by the County for the full term of their agreement with the County; and
- C. The Proposer's principle members are neither debarred nor suspended and are fully eligible to receive federal funds.

Additionally, the Proposer must submit copies of any licenses or certifications necessary to establish the qualifications possessed by personnel who will be performing the activities related to this solicitation. The Mental Health Clinician and Mental Health Worker must meet the minimum qualifications comparable with County classifications of the same title. At its sole discretion, the County may determine a proposal to be ineligible due to insufficient, incorrect, or inaccurate certifications or licenses, if it cannot be clearly established the personnel to be used in the performance of the solicited activities are qualified and legally authorized by the appropriate licensing board in the State of California to perform the activities.

Any Proposer who fails to certify within their Cover Letter as described in this section or who otherwise fails to provide sufficient, accurate, or adequate evidence of required

certification and licenses, will be deemed ineligible and not be evaluated further as a part of this solicitation.

IV. Proposal Content: Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper and labeled in the following order:

A. Cover letter: Provide a "Cover Letter" and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposal. **The letter must be signed by an individual authorized to bind the firm contractually, and certify to each of the items identified in Section III. Eligibility.** Failure to provide certifications as required will result in the proposal being considered ineligible for further evaluation and rejected as unresponsive.

B. Table of Contents: This section shall include a detailed "Table of Contents" and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

C. Proposal Narrative:

Proposers must provide a written narrative, clearly labeled to identify each of the following Sections, that specifically addresses each of the items identified in each Section. The total length of the Proposal Narrative shall not exceed ten (10) pages in length.

1. Executive Summary:

This summary should highlight the major features of the proposal and identify relevant supporting materials. The executive summary shall not exceed three (3) pages, and specifically address the following:

- a. Describe the organization's overall understanding of and experience with DBT and FEP services, including Alec Miller's Model for outpatient adolescent services and the NAVIGATE Model; and
- b. Describe the organization's familiarity and experience with working with TAY and how services must be structured to meet the demands of the target population.

2. Detailed Discussion:

The detailed discussion is a general, but complete, narrative of the Proposer's assessment of the work to be performed and the ability to meet those objectives. This overview should clearly demonstrate an understanding of the performance expectations and articulate how the requirements will be met. Specifically, Proposers should address the following:

- a. Describe the organization's plan for providing DBT and FEP services, consistent with Alec Miller's Model for outpatient adolescent services and in support of the NAVIGATE Model;
- b. Describe the organization's plan for recruiting and using Peer Skills Coaches as part of services identified in this RFP;
- c. Describe the organization's plan for conducting Parent/Family DBT Skills Groups in support of previously engaged DBT participants;
- d. Describe the organization's plan for ensuring effective communication and collaboration with the El Dorado County Office of Education including officials at each of the high schools targeted as well as the Behavioral Health Division and other County officials;
- e. Describe the organization's plan for ensuring the goals and outcomes of this project, as established in this RFP are met; and
- f. Describe the organization's plan and commitment to conducting all services and activities within the time constraints presented within this RFP.

3. Capabilities and Experience:

The Capabilities and Experience section should specifically address the organization's expertise, experience, and ability to successfully perform the activities identified in this solicitation. Specifically, Proposers should address the following:

- a. Describe the organization's history and experience working with the Alec Miller Model for outpatient adolescent services and the NAVIGATE Model for FEP services;
- b. Describe the organization's process for ensuring fidelity to the Alec Miller Model for outpatient adolescent services and the NAVIGATE Model for FEP services.
- c. Describe the organization's experience working with TAY, including any experience working within high schools in El Dorado County or counties with similar demographic and geographic make up;
- d. Describe the organization's experience with the provision of DBT services and training;
- e. Describe the organization's experience working with TAY who are experiencing a FEP.
- f. Describe the professional experience and qualifications of the personnel who will be assigned to perform the activities identified in this solicitation including any licenses, certifications, or other attributes that make the personnel the most qualified or other able to achieve the best results for the County; and
- g. Describe the organization's history managing federal funds including tracking direct costs, project specific expenditures, personnel time and activities, and applicable administrative costs.

D. Cost Proposal:

Consistent with Federal requirements, Proposer's are limited to De Minimis indirect costs not to exceed ten percent (10%) of direct costs, unless the Proposer's organization has an Indirect Cost Rate (ICR) that has been approved by a cognizant federal entity. In that case

only, the Proposer would be entitled to an indirect cost rate and base as established by the approved ICR agreement.

For the purposes of this solicitation, and in accordance with the plan proposed by the Behavioral Health Division and approved by SAMHSA, proposals are limited to the cost categories and items identified in the table below. Proposers should structure/format their cost proposal significantly similarly to this table. Costs not identified on this table will not be billable in the resulting agreement with the County, unless otherwise indicated. For billing and reporting purposes it is anticipated only the cost categories and items identified will be allowed. It is in the best interest of Proposers to functionally recreate/mimic the following table to the best of their ability in order to ensure the County's evaluators are able to accurately evaluate each Proposer's costs comparably. Proposers who do not follow the prescribed format run the risk of the County interpreting any discrepancy or deviation from the approved format in any way they see fit, including negatively.

DBT-FEP Cost Proposal					
A. Personnel Costs					
Staff/ Position	Salary/Rate Per Hour	Cost Per Hour (Including benefits)	Total Hours Projected	Total Cost - DBT	Total Cost - FEP
Clinician	\$	\$		\$	\$
Mental Health Worker	\$	\$		\$	\$
A. Personnel Costs Total →				\$	\$
B. Other Expenses (Supplies and Materials)				DBT	FEP
Literature, educational materials, pamphlets, and other outreach materials/supplies Costs capped at \$1,500 for DBT and \$1,500 for FEP)				\$	\$
Outreach and engagement activities including but not limited to food and transportation (Costs capped at \$12,750 for DBT and \$3,375 for FEP)				\$	\$
Socialization Activities - See description in "Section II. Scope of Services" (Costs capped at \$3,750 for DBT and \$1,500 for FEP)				\$	\$
Non-Mental Health Supportive Services – Costs include services and/or goods utilized to support treatment plan goals and must be identified in the treatment plan. Otherwise, costs may be services and/or goods ancillary to providing FEP services including additional supportive services to specifically address a client's medical necessity. (Costs capped at \$10,000 for FEP Only)				\$	\$
Travel Related Costs (Rates consistent with Exhibit "B")				\$	\$
B. Other Expenses Total →				\$	\$
A. Personnel Costs + B. Other Expenses =				\$	\$
C. Administrative/ Indirect Costs (Not to exceed 10 % of Personnel Costs and Other Expenses without a federally approved ICRP)				\$	\$
Grand Total (A. Personnel + B. Other + C. Indirect) →				\$	\$

In addition to the costs proposed above, the County will compensate the selected vendor for travel related costs, consistent with the County Board of Supervisor's Travel Policy, attached to this RFP as Exhibit "B". While Travel Related costs are reimbursable at the rate established in the Travel Policy, Proposer's should still budget for travel related costs in the above table, as travel costs in addition to those proposed may not be allowed.

There are no funds available to provide training to the selected vendor's staff who provide the services under the DBT and FEP programs.

The County will evaluate proposed costs for reasonableness and value. Those Cost Proposals deemed to be the most favorable to the County's interest will be evaluated the highest. Those proposals that are determined to be more costly or less aligned with the County's best interest will be evaluated less favorably.

- V. **Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on November 8, 2019**. All envelopes or containers must be clearly labeled "**RFP #20-918-029, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all Proposers in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **November 15, 2019**.

All inquiries shall be submitted by U.S. mail to:

County of El Dorado
Procurement and Contracts
2850 Fairlane Court
Placerville, California 95667
RFP #20-918-029 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- VI. **Proposal Submittal:** Proposers must submit one (1) original, four (4) physical copies, and one (1) flash drive containing a single PDF of all materials and proposals for review by a County appointed selection committee, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #20-918-029 – DO NOT OPEN**", **no later than 3:00 PM – December 6, 2019**, to:

County of El Dorado
Procurement and Contracts
2850 Fairlane Court
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or

modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to ensure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Kady Leitner, Senior Administrative Analyst, at 530.621.5150.

- VII. Public Records Act:** All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, “California Public Records Act”. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

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

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

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

- VIII. Valid Offer:** Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the selected Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

- IX. County's Rights:** The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any Proposer
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview Proposers prior to award
9. To request additional information during an interview

- X. El Dorado County Web Site Requirements:** It is the Proposer's responsibility to monitor the County's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with the original RFP requirements and all addenda. All available RFPs and related addenda can be found at:

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

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

- XI. Evaluation:** Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Health and Human Services Agency Behavioral Health Division, Social Services Division, and the Administrative/Fiscal Division on the basis of:

Section	Points/Weight
Executive Summary	32 Points / 11%
Detailed Discussion	96 Points / 32%
Capabilities and Experience	112 Points / 37%
Cost Proposal	60 Points / 20 %
Total Cumulative Points	300 Points

XII. Award: Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

XIII. Business License Requirement: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Selected Proposers may be required to possess a County business license prior to award of contract.

XIV. Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

Your participation in the RFP process is important to El Dorado County!

Exhibit "A"

SAMPLE ONLY

AGREEMENT FOR SERVICES #XXXX

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 _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

RECITALS

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

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services 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 furnish the personnel and equipment necessary to provide

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be

Total amount of this Agreement shall not exceed _____.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article _____, Default, Termination, and Cancellation.

ARTICLE IV

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

ARTICLE V

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 VI

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 VII

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 VIII

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 IX

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

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

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

ARTICLE X

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

ARTICLE XI

Default, Termination, and Cancellation:

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

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

B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

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
(Department Name)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the County directs.

with a copy to

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

Notices to Contractor shall be addressed as follows:

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

or to such other location as the Contractor directs.

ARTICLE XIII

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

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance

hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

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 XVII

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 XVIII

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

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

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

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

ARTICLE XXI

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

Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE 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.

ARTICLE XXIII

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

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

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

ARTICLE XXVI

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 XXVII

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

ARTICLE XXVIII

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.

ARTICLE XXIX

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

ARTICLE XXX

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Name
Title
Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Name
Title
Department

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

OR

-- COUNTY OF EL DORADO --

Dated: _____
By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

By: _____ Dated: _____
Name
Title
"Contractor"

By: _____ Dated: _____
Corporate Secretary



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

PURPOSE

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

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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 2 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. GENERAL POLICY:

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

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



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 3 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head’s discretion and claimed through normal claiming procedures.

II. Authorization to Travel

A. General Conditions

1. Except as otherwise provided in this policy, advance authorization is required for travel.
2. Where department head approval is required, that approval may not be delegated unless specifically stated.
 - (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.

B. In-County Travel

1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
2. In-county overnight travel requires advance written authorization by the department head or designee.

C. Out-of-County Travel

1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members’ immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 4 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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

III. Transportation Expenses

A. General Conditions

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

B. Vehicle Transportation

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

1. Private Vehicle

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

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



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 5 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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

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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 6 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

- (f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:
1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
 2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
 3. If the traveler is in "on-call" status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler's home to the work location
2. County Vehicle Transportation
- (a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
 - (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
 - (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.
3. Rental Vehicle Transportation
- (a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
 - (b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
 - (c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 7 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 8 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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

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

5. Other Transportation Expenses

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

- (b) The following transportation expenses may not be claimed:



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 9 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 10 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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

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



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 11 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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

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

V. Lodging Expenses

A. Eligibility for Lodging

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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

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

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

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

VI. Advance Payments

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

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



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

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

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

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

VII. Actual Travel Costs Exceeding Estimates

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

VIII. Compliance and Claim Processing

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

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

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

RESPONSIBLE DEPARTMENT

Chief Administrative Office

DATES ISSUED AND REVISED; SUNSET DATE

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