

**MEMORANDUM OF UNDERSTANDING
048-162A-M-R2011**

between

EL DORADO COUNTY OFFICE OF EDUCATION

and

LAKE TAHOE UNIFIED SCHOOL DISTRICT

and

**COUNTY OF EL DORADO HEALTH & HUMAN SERVICES AGENCY,
HEALTH SERVICES DIVISION**

This Memorandum of Understanding (MOU), made and entered into by and between the El Dorado County Office of Education (EDCOE) as the Administrative Unit of the El Dorado County Special Education Local Plan Area (SELPA), the Lake Tahoe Unified School District as the Tahoe Alpine SELPA, (jointly referred to herein as the SELPAS), and the County of El Dorado, a political subdivision of the State of California (COUNTY), through its Health and Human Services Agency, Health Services Division (HSD);

R E C I T A L S

WHEREAS, the SELPAS and COUNTY have collaboratively determined that it is necessary to provide a framework to assure that those individual students diagnosed with exceptional needs have the opportunity to achieve a higher level of psychological, social and educational functioning in school; and

WHEREAS, EDCOE, as the administrative unit for the El Dorado County Special Education Local Plan Area (SELPA), has acted on behalf of the SELPAS to develop an MOU to facilitate the provision of mental health services; and

WHEREAS, COUNTY has represented to the SELPAS that it is specially trained, experienced, expert and competent to perform the special services required hereunder and the SELPAS have 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;

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

Article I. TERM

This MOU shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2011 through June 30, 2012, unless terminated earlier pursuant to provisions of Article IX herein.

Article II. SCOPE OF SERVICES

Section 2.01 The purpose of this MOU is to specify the responsibilities of the SELPAS and the COUNTY with respect to the provision of mental health services to eligible special education students. This MOU is based on a common interest for those special education students who require mental health services in order to benefit from their educational program. This MOU does not cover all public mental health services available to students but is limited to those services which may be recommended by an Individualized Education Program (IEP) team in connection with the identification, assessment, treatment, or placement of a student who is or may be eligible for special education.

Any residential placement services that are approved as a part of any IEP will be arranged and paid for directly by SELPAS. This will include all mental health services associated with such residential placements unless COUNTY HSD is specifically authorized to provide such mental health services per an IEP or Individual Mental Health Service Plan (IMHSP) in accordance with Section 2.05 or 2.06.

Section 2.02 The SELPAS/LEAs and COUNTY each agree to furnish facilities, personnel and services necessary to provide the services set forth in Exhibit "A" marked "Description of Services and Responsibilities," incorporated herein and made by reference a part hereof.

Section 2.03 The State mandate imposed on the COUNTY by AB 3632, incorporated into Chapter 26.5 of the California Government Code, "Interagency Responsibilities for Providing Services to Children with Disabilities" has been repealed by the State budget passed by the Legislature on June 28, 2011 and subsequently approved by the Governor. The budget bill (AB 87) and the education trailer bill (AB 114) contain the pertinent language. Any references in this MOU to AB 3632 and Chapter 26.5 of the California Government Code, Section 7570 et seq., as well as all implementing and related codes/regulations, are included for the purpose of clarity and convenience only in order to describe the services that SELPAS now wish to procure from COUNTY pursuant to this MOU. All parties herein acknowledge that the AB 3632 mandate on COUNTY is repealed and COUNTY will only continue performance of such services as a contractor to SELPAS, to be compensated by the SELPAS.

Section 2.04 This MOU covers all Local Education Agencies (LEAs) who participate in the SELPAS and that participation obligates those LEAs to the terms of this MOU.

Section 2.05 From July 1, 2011 through the date of execution of this MOU, COUNTY HSD shall provide Educationally Related Mental Health Services (ERMHS) in accordance with each specific student's IEP and SELPAS agree to compensate COUNTY HSD for such services per Article III.

Section 2.06 Upon execution of this MOU through termination of this MOU, LEAs agree to authorize ERMHS as set forth in approved IMHSPs that are established for eligible students, using a format substantially similar to Exhibit B. LEAs will develop IMHSPs in accordance with this MOU to authorize COUNTY HSD to provide ERMHS. An IMHSP shall identify the specific LEA student that shall receive ERMHS from COUNTY HSD and the specific amount, frequency, and location of the ERMHS, which shall be in accordance with each specific student's IEP. COUNTY HSD shall ensure that only the ERMHS described in an IMHSP with a

LEA shall be provided to a student, with the exception of unplanned and/or psychiatric emergency services as may be requested by the LEA.

LEAs may choose not to enter into IMHSPs with COUNTY HSD to provide services, in which case the LEAs and SELPAS shall not be responsible for the costs of any services provided by COUNTY HSD to students. If a LEA chooses not to enter into IMHSPs with COUNTY HSD to provide service, the LEA shall have the sole responsibility to ensure its students receive all ERMHS according to the student's IEP. It is specifically understood and agreed that COUNTY shall at all times provide services in strict accordance with a student's IEP and should there be any differences or conflicts between a student's IEP and any applicable IMHSP such difference or conflict shall be resolved in favor of a student's IEP which shall control.

Article III. COMPENSATION FOR SERVICES

Section 3.01 COUNTY shall submit invoices to the SELPAS for services performed pursuant to this MOU.

Section 3.02 Mental Health Services:

- a) For services provided herein, the SELPAS agree to pay COUNTY HSD in arrears and within thirty (30) days following the SELPAS' receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this MOU, the SELPAS' payments for mental health services performed by COUNTY HSD shall be based upon County of El Dorado Board of Supervisors approved published rates for Mental Health Services, as set forth in Exhibit "C" marked "El Dorado County Published Rates for Mental Health Services," incorporated herein and made by reference a part hereof. The SELPAS' reimbursement to COUNTY HSD for any travel required of HSD pursuant to Exhibit "A", Description of Services and Responsibilities, shall be in accordance with Exhibit "D" marked County of El Dorado Board of Supervisors Policy D-1, Travel, incorporated herein and made by reference a part hereof.

In the event SELPAS authorize COUNTY HSD to arrange for mental health services to be performed by a contract provider of COUNTY HSD (including such services for children in residential placement), SELPAS reimbursement to COUNTY HSD shall be based on the full actual cost of such services as paid by HSD to contract provider, plus a fifteen percent (15%) HSD administrative fee applied to the provider's cost, provided this amount does not exceed the rates set forth in Exhibit "C." Nothing in this section shall require COUNTY HSD to arrange for or provide mental health services if it is determined by COUNTY HSD that it is not economically feasible for COUNTY HSD to do so.

- b) Payment shall be made for actual services rendered and shall not be made for services the client did not attend or receive. Each invoice shall describe: the LEA of residence, as provided most recently in writing by the LEA; the services provided as described in the student's IEP or, upon execution of this MOU, the IMHSP. The report will also include the units of service and cost per unit, the student's name, date of birth, provider name, date of service, unit/minutes/mode, and service in sufficient detail to enable LEA to establish a link between the services provided and the individual student's IEP or

IMHSP. COUNTY HSD is responsible for maintaining all required documentation in accordance with current practice for audit purposes.

- c) For all clients receiving mental health services with coverage under Medi-Cal, EPSDT, or Healthy Families programs the following billing and payment procedures will apply:
 - 1) COUNTY will first bill Medi-Cal, EPSDT, or Healthy Families, when applicable, prior to utilizing AB 100 funding for ERMHS per Section 3.02 d) below or billing SELPAS.
 - 2) Service costs that are incurred but cannot be billed to or are not paid for by Medi-Cal, EPSDT, or Healthy Families shall remain the financial responsibility of the SELPAS with the exception noted in Section 3.02 d) and Section 3.03.
 - 3) Any credit provided to the SELPAS for a Medi-Cal, EPSDT, or Healthy Families billing that is subsequently disallowed and cannot otherwise be covered by AB 100 funds per Section 3.02 d) shall be reimbursed by the SELPAS to COUNTY.

- d) Any mental health services addressed in Article II of this MOU that are authorized to be paid for by AB 100 funds specifically provided by the State to the COUNTY for the purpose of funding mental health services within a special education pupil's Individualized Education Program during FY 2011-12, will not be payable under this MOU. COUNTY will provide SELPAS with notice of any such funding and will utilize such funding to the extent available, prior to billing SELPAS for services performed under this MOU.

Section 3.03 The parties acknowledge that among other suits which have been filed, the COUNTY joined in a lawsuit filed in Sacramento County Superior Court to verify that the AB 3632 mandate on counties was suspended and the court found that the mandate was suspended for FY 2010-11. The parties further acknowledge that the State's final budget agreement for FY 2011-12 repeals the mental health provisions of AB 3632 and reverts to schools the Federal mandate for children with disabilities. In the event that any final court decision or subsequent legislative action determines that the State mandate imposed on the COUNTY by AB 3632, Chapter 26.5 of the California Government Codes, is not suspended or repealed for any period affecting this MOU, and so long as the State Legislature budgets sufficient funds payable to COUNTY for the services provided by COUNTY, all parties agree herewith that the SELPAS do not owe compensation to COUNTY as set forth in Sections 3.01 through 3.02 for the effective period of any such ruling and will be reimbursed by COUNTY for any such funds paid under this MOU.

Article IV. HIPAA COMPLIANCE

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

Article V. MANDATED REPORTER REQUIREMENTS

All parties acknowledge and agree to comply with mandated reporter requirements pursuant to the provisions of California Penal Code Section 11164 et seq, also known as The Child Abuse and Neglect Reporting Act.

Article VI. RECORDS RETENTION

Section 6.01 COUNTY shall maintain medical records required by the California Code of Regulations (CCR). COUNTY shall maintain client medical and/or clinical records for a minimum of seven (7) years following the date of last service, except for minors. Records of minors must be maintained for at least one (1) year after a minor has reached age eighteen (18), but in no event for less than seven (7) years beyond the date of last service.

Section 6.02 COUNTY shall keep books and financial records for each client served under this MOU for five (5) years together with complete and adequate financial records for all expenditures made by COUNTY in connection with the administration of the program. Such records shall be open for inspection on request by the SELPAS' Administrator, or designee, at times mutually agreed upon by the parties hereto.

Article VII. AUDIT

The SELPAS and LEA auditors will have access to COUNTY HSD records supportive of claims filed pursuant to this Agreement if required for audit purposes as allowed by state and federal law. COUNTY HSD will be responsible for any audit exceptions and/or disallowed claims filed pursuant to this Agreement for fiscal year 2011-12 which are the responsibility of the COUNTY HSD. LEAs will be responsible for any audit exceptions and/or disallowed claims filed pursuant to this Agreement for fiscal year 2011-12 which are the responsibility of LEAs. In the event of the need for an audit appeal, COUNTY HSD and the SELPAS will mutually agree upon the most expedient process for resolution. This audit provision shall survive the term of this Agreement.

Article VIII. CHANGES TO MOU

This MOU 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 IX. TERMINATION

Section 9.01 Termination or Cancellation without Cause

This MOU may be terminated by either party for any reason upon a minimum of thirty (30) days written notice to the other party. If such termination is effected, the SELPAS will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which the SELPAS may agree to in writing as necessary for contract resolution. In no event, however, shall the SELPAS be obligated to pay more than a total amount determined after consideration of funds received by County pursuant to Article III, Compensation for Services, above as applicable. Upon Notice of Termination, COUNTY 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 X. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to COUNTY shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH & HUMAN SERVICES AGENCY
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, M.P.A., DIRECTOR**

or to such other location as the COUNTY directs.

Notices to the SELPAS shall be addressed as follows:

**EL DORADO COUNTY OFFICE OF EDUCATION
6767 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: VICKI L. BARBER, Ed.D.**

and to:

**LAKE TAHOE UNIFIED SCHOOL DISTRICT
1021 AL TAHOE BOULEVARD
SOUTH LAKE TAHOE, CA 96150
ATTN: JIM TARWATER, Ed.D.**

or to such other location as the SELPAS direct.

Article XI. INDEMNITY

COUNTY shall defend, indemnify, and hold the SELPAS harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, the SELPAS' 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 COUNTY's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the SELPAS, COUNTY, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the SELPAS, its officers and employees, or as expressly prescribed by statute. This duty of COUNTY to indemnify and save the SELPAS harmless includes the duties to defend set forth in California Civil Code Section 2778.

The SELPAS shall defend, indemnify, and hold COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 SELPAS' services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of COUNTY, the SELPAS, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of the SELPAS to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XII. DUE PROCESS

Participation in due process claims filed by parents on behalf of their children against LEAs is not covered in this indemnity provision. Claims that arise subsequent to June 30, 2011 are part of the duties of the LEAs to defend, not COUNTY HSD. COUNTY HSD agrees to cooperate and provide reasonable assistance at no additional cost to LEAs, beyond costs authorized by this Agreement, to help the LEAs defend those claims.

Article XIII. INSURANCE

All parties are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this MOU.

Article XIV. ADMINISTRATOR

The HSD Officer or employee with responsibility for administering this MOU is Barry Wasserman, Manager of Mental Health Programs, 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.

Article XVI. PARTIAL INVALIDITY

If any provision of this MOU 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 XVII. VENUE

Any dispute resolution action arising out of this MOU, 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 XVIII. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the SELPAS, COUNTY HSD and LEAs.

Article XIX. 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 DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this MOU 048-162A-M-R2011 on the dates indicated below.

-- EL DORADO COUNTY OFFICE OF EDUCATION --

By: _____ Dated: _____
Vicki L. Barber, Ed.D.
Superintendent

-- LAKE TAHOE UNIFIED SCHOOL DISTRICT --

By: _____ Dated: _____
Jim Tarwater, Ed.D.
Superintendent
Lake Tahoe Unified School District

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Raymond J. Nutting, Chair
Board of Supervisors
COUNTY

Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy

Exhibit A
DESCRIPTION OF SERVICES AND RESPONSIBILITIES

THE MENTAL HEALTH SERVICE PROVIDER will:

1. Be provided by LEA with a copy of a signed exchange of information form, for the release and exchange of all relevant information between the LEA and the MENTAL HEALTH SERVICE PROVIDER.
2. Be provided by LEA with a copy of the written parental consent to conduct a mental health assessment and for the observation of the pupil by the MENTAL HEALTH SERVICE PROVIDER in an educational setting.
3. Conduct the mental health assessment in accordance with Federal and State IDEA laws. The assessment will include standardized assessment measurements (such as, but not necessarily limited to, the Children's Assessment Level of Care Utilization System, known as CALOCUS) whenever possible; observation of the pupil in the educational setting; parent interview, when appropriate; and the review of therapy records and reports;
4. Complete a written assessment report with the following documentation:
 - a. A description of the present levels of performance in the area of social and emotional development.
 - b. Recommendations for types of services needed to ensure access to the pupil's educational program.
5. Provide the LEA with a written assessment report within sixty (60) calendar days after receiving written parental consent and Individual Mental Health Service Plan (IMHSP) from the LEA authorizing the assessment, except that the due date for the report will be extended for any periods of time exceeding ten (10) days that the student is not attending school.
6. Participate in the IEP team meeting to review the assessment report and discuss recommendations and determine the need for mental health as a related service.
 - a. If a student is deemed by the IEP team to be eligible for mental health services, the MENTAL HEALTH SERVICES PROVIDER will provide measureable goals and objectives.
7. Conduct therapy sessions at the pupil's classroom site or other clinically appropriate site including, but not necessarily limited to, the County Mental Health outpatient clinics, as determined by the IEP team and documented in the IEP and/or IMHSP.
8. Provide pupils who are transferring/moving into the LEA from another LEA, County, or State with interim mental health services as specified in the existing IEP pursuant to CA Ed. Code 56325, for a period not to exceed thirty (30) calendar days.

9. Participate in an IEP team meeting within thirty (30) calendar days of the pupil's transfer from another LEA, County, or State to review interim mental health services.
10. Offer pupil the option to participate in make-up therapy sessions for scheduled sessions that were lost due to any reason other than pupil absence from school.
11. Document pupil attendance at each therapy session and provide this information to LEA for review upon request.
12. Monitor therapy progress and update/provide progress toward goals and objectives, per IEP specifications.
13. Provide therapy services, as set forth in the IMHSP, only when school is in session, unless the IEP or IMHSP specify services outside of that time frame.
14. Ensure no change in services or service delivery model without concurrence from the IEP team and receipt of a revised IMHSP.

THE SELPA AND/OR LEA WILL:

1. Provide the MENTAL HEALTH SERVICE PROVIDER with a copy of a signed exchange of information form, using Exhibit E, authorizing the release and exchange of all relevant information between the LEA and the MENTAL HEALTH SERVICE PROVIDER.
 - a. Authorization will be in accordance with Federal and State laws related to confidentiality of pupil medical records and medical confidentiality laws. Authorization form will be signed by the parent or guardian; if the child is aged twelve (12) or older, the authorization will also be signed by the child.
2. Provide the MENTAL HEALTH SERVICE PROVIDER with a copy of the written parental consent to conduct a mental health assessment and for observation of the pupil by a MENTAL HEALTH SERVICE PROVIDER in an educational setting.
 - a. Consent will be in accordance with Federal and State laws related to the assessment process.
3. Provide parent with written assessment report and/or other documentation as deemed appropriate.
4. Schedule and arrange for IEP team meetings within required time frames, providing at least one (1) week notice to the MENTAL HEALTH SERVICE PROVIDER.
5. Provide initial and revised IMHSP documents to the MENTAL HEALTH SERVICE PROVIDER in a timely manner to enable the timely provision of clinically appropriate services deemed necessary by the IEP team.
6. Furnish clinically appropriate office space for use by the MENTAL HEALTH SERVICE PROVIDER.

Individual Mental Health Service Plan (IMHSP)

NAME OF LOCAL EDUCATION AGENCY:

PUPIL NAME: (LAST) (FIRST) (MIDDLE) SEX: M F

BIRTHDATE: GRADE: School:

PUPIL'S ADDRESS:

PARENT/GUARDIAN'S NAME: PHONE: (Residence) PHONE: (Business)

All terms and conditions of the current El Dorado County Special Education Local Planning Areas "MOU" with El Dorado County Mental Health are incorporated herein by this reference. Contractor will implement the pupil's Assessment Plan and/or Individualized Education Program (IEP) in accordance with this IMHSP. Invoices shall be submitted based on actual service provided and attendance of the student.

ASSESSMENT SERVICES (MHC 33X)	
Assessment Estimated Hours:	<input type="text"/>
Attendance at IEP Estimated Hours:	<input type="text"/>

Mental Health Related Services

Service	Service Delivery			
	Minutes Per Session	FREQUENCY (Times Per Day/Week/ Month/Year)	Start Date	Service Location
Individual Counseling Service (510) MHC 341				
Group Counseling (515) MHC 351				
Family Counseling (525) MHC 321				
Social Work Services (525) MHC 301, 311				
Day Treatment Services (540) MHC 291				
Other				

Programs and services will be provided according to when student is in attendance and in accordance with the school site calendar, excluding site holidays, vacations, and non-instructional days unless otherwise specified in IEP.

El Dorado County Mental Health

Local Educational Agency

Signature: _____
 Type/Print Name:
 Mailing Address:
 Telephone:

Signature: _____
 Type/Print Name:
 Mailing Address:
 Telephone:

EXHIBIT "C"

**El Dorado County Published Rates
for Mental Health Services
FY 2008-09 - Updated**

<u>OUTPATIENT SERVICES:</u>	<u>RATE:</u>
Case Management Brokerage	\$135.93/hr
Individual Therapy	\$175.26/hr
Group Therapy	\$175.26/hr
Collateral Visit	\$175.26/hr
Assessment/Evaluation	\$175.26/hr
Crisis Intervention	\$261.51/hr
Medication Visit	\$324.30/hr

DAY REHABILITATION
SERVICES:

Full Day	\$150.93/day
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INPATIENT SERVICES:

Psychiatric Health Facility	\$650.00/day
Adult Crisis Residential*	\$370.23/day

**Rate effective upon opening of the Crisis Residential Treatment program on 2/1/09.*



EXHIBIT "D"
COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 1 of 13
	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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 3 of 13
	Date Adopted: 12/22/1987	Revised Date: 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.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page Number:
TRAVEL	D - 1	Page 4 of 13
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	12/22/1987	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.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 5 of 13
	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.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
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- 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.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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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. 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



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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:

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



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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



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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



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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.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- 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



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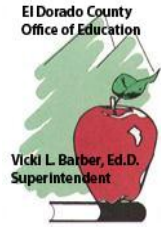
end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment 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 E
El Dorado County
Health and Human Services Agency
Authorization to Use/Disclose Protected Health Information



Organization Authorized to Provide and/or Receive Information:

Name	
Address	
Phone Number	Fax Number

Organization Authorized to Provide and/or Receive Information:

Name	
Address	
Phone Number	Fax Number

Client Information:

Last Name	First Name	Middle Initial
Birth Date		
Address	City/State	Zip Code

Information to be Disclosed or Used

- Medical Information
- HIV Test Information
- Alcohol/Drug Information
- General Health Information
- Mental Health Information
- Other – specified below (including any dates)

Records to be used or disclosed:

El Dorado County
Health and Human Services Agency
Authorization to Use/Disclose Protected Health Information

The purpose of this disclosure:

This authorization is valid until child is no longer receiving services pursuant to an IEP.

I understand:

- I sign this authorization voluntarily and El Dorado County may not condition treatment, payment, enrollment or eligibility for benefits based on this authorization
- I may revoke this authorization in writing unless the disclosure has already been made or the disclosure is permitted or required by law
- My revocation must be in writing signed by me or on my behalf and delivered to the following address:

- Re-disclosure of protected health information is prohibited without specific written consent from the person to whom the information pertains or as otherwise permitted by law
- Information disclosed pursuant to this authorization may be disclosed by the recipient and no longer be protected by State or Federal law
- I have the right to receive a copy of this authorization

Student Signature: _____ Date: _____
(if age 12 or older)

Student Print Name: _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Print Name _____