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AGREEMENT

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), desires to gain a better understanding of Guidelines and regulatory requirements of the No Place Like Home (NPLH) Program as related to increased capacity of permanent supportive housing for individuals living with a severe mental illness that are Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness, as well as provide a venue and participate in a Supportive Housing Institute designed to educate and prepare DBH and interested partners in the supportive housing development and application process; and

WHEREAS, CONTRACTOR has the experience and expertise to provide DBH with NPLH
Technical Assistance consulting services and to facilitate a nationally-recognized Supportive Housing
Institute which will prepare DBH and its partners to create and submit competitive supportive housing
development applications.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide all Deliverables and fulfill all responsibilities as set forth in Exhibit A "Scope of Work", which is attached hereto and incorporated herein by this reference.

2. <u>TERM</u>

The term of this Agreement shall be for a period of three (3) years, commencing October 22, 2019 through and including October 21, 2022.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be

provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving the CONTRACTOR thirty days advance written notice.

- B. <u>Breach of Contract</u> The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the COUNTY;
 - 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand or, at the COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. <u>Without Cause</u> - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director or designee upon the giving of thirty (30) days advance written notice of an intention to terminate.

4. COMPENSATION

- A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation based upon actual expenditures incurred by CONTRACTOR for program costs, identified as "Deliverables 1 11" and in accordance with Exhibit B, "CSH Budget," attached hereto and incorporated by this reference.
- B. In no event shall actual services performed under this Agreement for the period of October 22, 2019 to October 21, 2022 be in excess of Four Hundred Thousand and No/100 Dollars

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(\$400,000,00). In no event shall actual services performed under this Agreement be in excess of Four Hundred Thousand and No/100 Dollars (\$400,000.00).

- C. It is understood that all expenses incidental to CONTRACTOR's performance of NPLH Technical Assistance Consulting and Supportive Housing Institute services under this Agreement, as identified in Exhibit B, shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.
- Payments shall be made by COUNTY to CONTRACTOR in arrears, for D. "Deliverables" provided during the CONTRACTOR'S preceding three-month period (quarter) of expense, within forty-five (45) days after the date of receipt by COUNTY of the quarterly invoice as described in Section Five (5) herein. Payments shall be made by COUNTY after receipt and verification of actual expenditures incurred by CONTRACTOR in the performance of this Agreement and shall be documented to COUNTY by the tenth (10th) of the month following the quarter of said expenditures.
- COUNTY shall not be obligated to make any payments under this Agreement if the request for payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired.
- F. CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions due to CONTRACTOR deficiency discovered through the State audit process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR.
- Any and all travel related expenses in which CONTRACTOR seeks G. reimbursement from COUNTY will be in strict accordance with COUNTY Management Directives and COUNTY Administrative Policies as related to travel, attached and incorporated hereto as Exhibit F -"Travel Expenses and Limitations". Ground transportation utilized by CONTRACTOR must be limited to the same travel limitations required of COUNTY employees.
- In the event that funding for these services is delayed by the State Controller, H. COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of

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the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus sixty (60) days.

5. INVOICING

CONTRACTOR shall invoice COUNTY on a quarterly basis by the Tenth (10th) of the month of the prior quarter. Each quarterly invoice, along with proper documentation of Deliverables provided to COUNTY, shall be sent electronically via email to:

DBH-Invoices@FresnoCountyCA.gov and

dramshaw@fresnocountyca.gov

No reimbursement for identified Deliverables or expenses shall be made to CONTRACTOR until an invoice is received, reviewed and approved by COUNTY. COUNTY, at the discretion of COUNTY's DBH Director or designee, reserves the right to deny payment of any invoices received ninety (90) days after identified Deliverables are rendered or ninety (90) days following termination or expiration of this Agreement.

At the discretion of COUNTY's DBH Director or designee, if CONTRACTOR's quarterly invoice containing a single Deliverable or multiple Deliverables is incorrect or is otherwise not in proper form or missing pertinent information for COUNTY to process the invoice, COUNTY shall have the right to withhold payment as to only that portion of the invoice related to the Deliverable that is incorrect or improper. CONTRACTOR agrees to continue to provide Deliverables to COUNTY for a period of ninety (90) days after notification of an incorrect or improper quarterly invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's DBH satisfaction, COUNTY may elect to terminate or continue with expiration of this Agreement, pursuant to the termination provisions stated in Section Four (4) of this Agreement.

6. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's instructors, faculty, officers, agents, subcontractors and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore,

COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, CONTRACTOR, its instructors, employees and, subcontractors shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

7. <u>MODIFICATION</u>

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder. Notwithstanding the above, modifications to CONTRACTOR's Deliverables to be provided in this Agreement, as set forth in Exhibit B, that do not exceed ten percent (10%) of the maximum compensation payable to CONTRACTOR may be made with the written approval of COUNTY's Department of Behavioral Health Director, or his/her designee. Said Deliverable modification shall not result in any change to the maximum compensation payable to CONTRACTOR, as stated herein. Modifications to the Deliverables that exceed ten percent (10% of the maximum compensation payable to CONTRACTOR, may be made with the signed written approval of COUNTY's Department of Behavioral Health Director, or his/he designee, through an Agreement amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

8. NON-ASSIGNMENT

Neither party shall assign or transfer this Agreement nor their rights or duties under this

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SUBCONTRACTS

9.

CONTRACTOR shall obtain in writing, or through email, approval from COUNTY's DBH Director or designee before subcontracting any of the services (Deliverables) under this Agreement as described in Section One (1) of this Agreement, Responsibilities of Contractor. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR will be required to assume full responsibility for all services and activities covered by this Agreement, whether or not CONTRACTOR is providing those services directly. Further, COUNTY will consider CONTRACTOR to be the sole point of contact with regard to contractual matters, including payment of any and all charges to subcontractor resulting from this Agreement. Any subcontractor utilized by CONTRACTOR shall be subject to the same terms and conditions that CONTRACTOR is subject to under this Agreement.

10. **HOLD-HARMLESS**

Agreement without the prior written consent of the other party.

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, subcontractors and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

11. INSURANCE

Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of this Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and for property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation Insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR signs this Agreement,
CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 4417
E. Inyo, MOD B, Fresno, California, 93702, Attention: Housing - Staff Analyst, stating that such

insurance coverage's have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

12. CONFIDENTIALITY

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including all Health Insurance Portability Accountability Act (HIPAA) regulations.

13. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sexual orientation, age or gender, pursuant to all applicable State of California and Federal statutes and regulations.

14. COMPLIANCE WITH STATE REQUIREMENTS

CONTRACTOR recognizes that COUNTY operates its mental health system under an agreement with the State of California Department of Mental Health, and that under said agreement the

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State imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit C, attached hereto and by this reference incorporated herein.

15. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

CONTRACTOR is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners:

- A. Within the three-year period preceding the Agreement award, they have been convicted of, or had a civil judgment rendered against them for:
- 1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - 2. Violation of a federal or state antitrust statute;
- 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - 4. False statements or receipt of stolen property.
- B. Within a three-year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate CONTRACTOR from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew the contract and any additional information or explanation that a CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined that the CONTRACTOR failed to disclose required information, any contract awarded to such CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

CONTRACTOR must sign an appropriate "Certification Regarding Debarment, Suspension, and Other Responsibility Matters", Exhibit D, attached hereto and by this reference incorporated herein. Additionally, CONTRACTOR must immediately advise the County in writing if, during the term of the agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or

ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (http://www/epls/gov); or (2) any of the above listed conditions become applicable to CONTRACTOR. The CONTRACTOR will indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

16. CONFLICT OF INTEREST

No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY. The CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

17. <u>DISCLOSURE OF SELF – DEALING TRANSACTIONS</u>

Only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or the CONTRACTOR changes its status to operate as a corporation during this agreement.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit E) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

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18. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).

19. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee

20. NOTICES

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY

Director, Fresno County Department of Behavioral Health 3133 N. Milbrook Ave

Fresno, CA 93703

CONTRACTOR

Corporation for Supportive Housing 61 Broadway New York, New York 10006

Any and all notices between the COUNTY and the CONTRACTOR(S) provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

21. **GOVERNING LAW**

The parties agree, that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. **SEVERABILITY**

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

23. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire Agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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Organization:

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COUNTY OF FRESNO

Nathan Maysiy, Chairman of the Board of Supervisors of the County of Fresno

ATTEST: Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California

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\$150,000 \$250,000

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Scope of Work



The following is a combined scope of work between CSH and Fresno County Department of Behavioral Health for the period of November 1, 2019 – October 31, 2022 for a not to exceed contract value of \$400,000:

Phase One Activities

Throughout the duration of the proposed contract, CSH and CIBHS expect to meet with the Fresno County Department of Behavioral Health (the "Department") in person on a quarterly basis. We expect each of these quarterly trips to include multi-day meetings, the specific details of which can be determined during the contracting phase. In between these inperson meetings, CSH and CIBHS will remain engaged with the Department via virtual meetings, the frequency of which can be determined during the contracting phase. Through the proposed Scope of Work detailed below, CSH will seek to comprehensively address the deliverables outlined below. CSH will work collaboratively with the Department on all activities. Our first step will be to work with key stakeholders from the Department to create a project development and implementation plan and finalize the approach, methods, and timeline. Early discussions will focus on prioritization and sequencing of consulting services to create momentum and ensure the greatest impact. CSH's unique, collaborative approach is grounded in our core values as an agency.

- 1. **Deliverable 1: Supportive Housing Model Strategizing**: Leveraging our experience helping communities across the country to implement best supportive housing practices, CSH will help the Department identify strategies to implement supportive housing models that best suit the target population(s), including Housing First, Harm Reduction, and other models. Specifically, CSH will:
 - Research internal and external best practice models for the target population(s);
 - Create a system map and unit projection to determine the supportive housing need for the target population. A systems map demonstrates both gaps and blocks in the system, the current status of data collection, and initial guidance for how to best utilize existing resources. Next, we conduct a full Homeless System Analysis, which starts with an inventory of existing interventions and an estimate of the total number of people who experience homelessness annually. We then reference the experiences people are currently having in the system to determine ways in which an optimally-designed system might better address their needs. This includes projecting the total number of units, beds, or slots of temporary and permanent interventions needed to ultimately re-house everyone who experiences homelessness. The shift from the current system to a more optimal design and resource allocation often requires redirecting existing resources and accessing additional resources. Step three is a Projection of the costs associated with addressing gaps in the system and identifying the existing or new resources needed to address these gaps.
 - Leverage the research on best practices and the finalized system map and unit projections to develop a Supportive Housing Plan that includes a supportive services plan.
 - Engage in regular communication with the Department and other relevant stakeholders to revise the Supportive Housing Plan until approved by the identified stakeholder group.

- 2. **Deliverable 2: Relationship Brokerage:** CSH and CIBHS will plan and conduct informational meetings about NPLH for housing developers, service providers and stakeholders and develop and broker relationships between the Department and supportive housing developers, property managers and service provider agencies. Specifically, CSH and CIBHS will work with the Department to:
 - Conduct monthly phone conference meetings with developers, service providers, and/or stakeholders throughout the course of the three-year contract.
 - Conduct quarterly in-person meetings with the Department, participating developers, property managers, service providers, and other key stakeholders as detailed above.
 - Facilitate focus groups with the department, participating developers, property managers, service providers, and/or other key stakeholders to address NPLH requirements and broker relationships.
- 3. Deliverable 3: Fresno Madera Continuum of Care (FMCoC) and Coordinated Entry System (CES) Engagement: Leveraging our extensive experience working with Continuums of Care (CoCs) to design and implement Coordinated Entry Systems (CES), CSH will work with the Fresno-Madera CoC (FMCoC) and the recently launched CES to meet NPLH requirements of integrating these systems within the Department's planning process of the NPLH application(s). Specifically, CSH will work with the Fresno CoC, CES and NPLH projects to:
 - Review and understand NPLH guidelines.
 - Develop policies and procedures and a referral process for eligible tenants from CES wait lists to NPLH projects.
 - Create mechanisms to track performance outcomes to meet CoC system-wide performance measures.
- 4. **Deliverable 4: Project Development and Implementation Plan**: CSH and CIBHS will meet and work with the Department at the beginning of the contract term to assist the Department to understand and implement NPLH regulatory requirements successfully in Fresno County. Specifically, CSH and CIBHS will work with the Department to:
 - Facilitate a project planning session with key leadership and stakeholders in Fresno County
 - Dissect the NPLH Guidelines tailored to meet Fresno County's needs
 - Compile key outcomes, action steps, and timelines and memorialize in a Strategic Plan.
 - Develop a Strategic Plan to include SHI components and Present proposed ideas to County leadership.
 - Engage in regular communication with the Department and other relevant stakeholders to edit and customize Strategic Plan.
 - Provide the Fresno County Strategic Plan in a visual format for ongoing tracking throughout the Project.
 - Facilitate monthly conference calls with key leadership to provide status updates and check-ins.
 - Present the final Strategic Plan to the identified stakeholder group to ensure it aligns with the project goals.

- 5. Deliverable 5: Developer Identification, Engagement & Ongoing Technical Assistance: As detailed in this proposal, CSH submitted a proposal to the Department to conduct an Institute. Our ability to successfully implement the Scope of Work is contingent upon the receipt of this contract. To that end, through the proposed Supportive Housing contract and the proposed NPLH contract, CSH will develop processes to identify potential supportive housing developers qualified and interested in working with the Department. Developers will be equipped, prepared and have the capacity to adhere to the NPLH program requirements. CSH and CIBHS will identify supportive housing developer questions and concerns about NPLH and identify options that help address such questions and concerns. Specifically, CSH and CIBHS will work with the Department to:
 - Facilitate a developer strategy meeting with key Stakeholders.
 - Develop a marketing strategy.
 - Conduct a community landscape assessment to determine local developers.
 - Provide virtual individual developer technical assistance related to NPLH.
 - Help the Department select up to 10 developers to implement NPLH.
 - Develop a developer Frequently Asked Questions (FAQ) document with resource links and access to CSH tools designed to address supportive housing developer questions and concerns.
 - Provide office hours with CSH's Investment/Loan Financing Team.
 - Capture questions and answers from office hours to memorialize in the FAQ.
 - Identify an experienced, successful supportive housing developer from our signature Los Angeles Supportive Housing Institute to participate a peer-to-peer meeting, either virtually or in-person, with Fresno developers to support CSH's work to address questions and concerns about NPLH.

Phase Two Activities

- 6. **Deliverable 6: Prepare, Design and Conduct the Supportive Housing Institute:** Conduct the logistical steps and processes necessary to coordinate the various sessions of the SHI. As identified during strategic planning sessions, tailor the SHI curriculum to meet the unique needs and priorities of Fresno County. Five 2-day in-person training sessions over the course of six months for up to 10 teams made up of four members on a team intended to develop new projects for the NPLH competitive process. Specifically, CSH will:
 - Based on outreach and engagement efforts compile a viable list of SHI prospects
 - Facilitate a virtual informational learning session about the benefits to participating in a SHI webinar using PowerPoint to inform interested parties about the SHI.
 - Facilitate the SHI application, enrollment, and registration process for prospective teams.
 - Work with the County to design an outline for a curriculum tailored to meet the needs of Fresno County.
 - Develop targeted learning objectives, instructor training notes, and a PowerPoint led training visual aid.
 - Provide DBH with an outline of learning objectives and a detailed schedule of activities for each session in a PDF format.
 - Coordinate all trainers, facilitators, panel discussions, and activities as outlined in the lesson plans.
 - Provide training manuals, handouts, and materials necessary for participants in the Institute.
 - Facilitate peer-to-peer learning opportunities to supportive housing projects.

DBH will:

- Host the SHI by providing a venue and coordinate location logistics to accommodate the size and technology needs for the entire institute series.
- Assist with the community notification and marketing campaign.

Phase Three Activities

- 7. **Deliverable 7: Evaluation Approval and Process Development**: CSH will develop any County-level evaluation and approval processes needed before formal NPLH universal applications are submitted to HCD related to the NPLH NOFA. Specifically, CSH will:
 - Assist the County with developing a local NOFA application to solicit for NPLH project applications.
 - Develop and recommend a process for the County to assess and support applications that will be submitted to HCD.
 - Develop a NPLH Development and Implementation Strategy in collaboration with the Department and other key stakeholders.
- 8. **Deliverable 8: Evaluate Supportive Housing Projects and Provide Coaching and Mentorship:** Support individual projects with meeting the CSH Dimensions of Quality in Supportive Housing Standards and coach teams on how to meet CSH pre-development endorsement. Specifically, CSH will:
 - Review pre-development plans, policies and procedures, and management plans for quality standards.
 - Provide feedback and coaching on areas to improve in order to meet quality standards.
 - Provide pre-development endorsement to projects that meet threshold standards.
- 9. **Deliverable 9: Community Acceptance**: CSH and CIBHS will assist the Department in creating community acceptance and education strategies and materials to ensure the successful implementation of NPLH-financed projects. Specifically, CSH and CIBHS will work with the Department to:
 - Develop webinar content to educate the local community about Fresno's NPLH financed projects.
 - Create NPLH information graphics and FAQ sheets to use at local stakeholder meetings to educate participants about NPLH projects.
 - Facilitate webinars to educate the community about Fresno's NPLH Projects.
 - Identify targeted community events, meetings, and organizations for County staff and partners to attend to answer questions regarding NPLH projects.

Phase Four Activities

- 10. **Deliverable 10: Supportive Housing Learning Academy (Supportive Housing Refresher)**: To support educating newly engaged developers, funders, and interested service providers on the components of Supportive Housing, CSH will facilitate a tailored Academy with the goal of providing a boot camp like experience for people who need to be brought up to speed quickly about supportive housing. Specifically, CSH will:
 - Identify key training topics to develop an academy outline.
 - Trainers will tailor stock content to align with NPLH guidelines.
 - Utilize CSH Online Training Center Resources to host Webinars and facilitate registration.
 - Facilitate 2-3 virtual informational learning collaborative sessions via webinar using PowerPoint on designated topics.
 - Facilitate peer-to-peer discussions on the topics presented for peer sharing opportunities.
- 11. **Deliverable 11: Additional Responsibilities:** CSH will work with the Department to design a Scope of Work for the following Phase Four Activities, as requested.
 - Work closely with the Department and selected development sponsors through the entire NPLH
 application development and submittal process for NPLH-financed projects for Noncompetitive and/or
 Competitive NPLH funding.
 - Other Deliverables as assigned based on discovery and fulfillment of the above activities.

Rate Sheet:

Staff	Rate
Managing Directors	\$200
Directors	\$180
Associate Directors	\$175
Senior Program Managers and Subcontractors	\$160
Senior Community Investment Officer	\$160
Program Manager/ Coordinators	\$140
Travel	Reimbursed At Cost

Deliverable Budget

CSH will invoice DBH on a quarterly basis and provide a status update on the combined scope of work outlining the percentage of Deliverables complete.

Deliverable 1: Supportive Housing Model Strategizing			
Team Est. Hours % Technical % Supportive			
Assistance Housing Institut			
CSH	75	100%	0%
Total for De	Total for Deliverable 1 \$15,000		

Deliverable 2: Relationship Brokerage			
Teams Est. Hours % Technical % Supportive Assistance Housing Institu			
CSH & CIBHS	242	30%	70%
Total for De	eliverable 2	\$37	,000

Deliverable 3: Fresno-Madera Continuum of Care (FMCoC) and Coordinated Entry Engagement			
Team	Est. Hours	% Technical Assistance	% Supportive Housing Institute
CSH	24	30%	70%
Total for De	Total for Deliverable 3 \$6,500		500

Deliverable 4: Project Development and Implementation Plan				
Teams	Est. Hours % Technical % Supportive			
		Assistance	Housing Institute	
CSH & CIBHS	105	100%	0%	
Total for De	liverable 4	\$20	,000	

Deliverable 5: Developer Identification, Engagement & Ongoing Technical Assistance			
Teams	Est. Hours	% Technical Assistance	% Supportive Housing Institute
CSH & CIBHS	195	72%	28%
Total for De	eliverable 5	\$22,	,000

Deliverable 6: Prepare, Design and Conduct the Supportive Housing Institute			
Team	Team Est. Hours % Technical % Supportive		
		Assistance	Housing Institute
CSH	646	35%	65%
Total for Deliverable 6 \$100,000),000

Deliverable 7: Evaluation Approval and Process Development					
	Team	Est. Hours % Technical % Supportive Assistance Housing Institute			
CSH		67	0%	100%	
	Total for Deliverable 7		\$9,	000	

Deliverable 8: Evaluate Supportive Housing Projects and Provide Coaching and Mentorship			
Team	Est. Hours % Technical % Supportive		
		Assistance	Housing Institute
CSH	120	0%	100%
Total for De	eliverable 8	\$20	,000

Deliverable 9: Community Acceptance			
Teams Est. Hours % Technical % Supportive			
Assistance Housing Institute			
CSH	94	0%	100%
Total for De	eliverable 9	13,	000

Deliverable 10: Supportive Housing Learning Academy (Supportive Housing Refresher)			
Team	Est. Hours % Technical % Supportive		
		Assistance	Housing Institute
CSH	63	0%	100%
Total for De	liverable 10	\$10	,000

Deliverable 11: Additional Responsibilities							
Team	Est. Hours	% Technical Assistance	% Supportive Housing Institute				
CSH	318	0%	100%				
Total for De	eliverable 11	\$50	,000				

Travel*						
Team	% Technical % Supporti					
	Assistance	Housing Institute				
CSH	50%	50%				
Total Travel Costs	\$100,000					

^{*}Travel costs include all costs for CSH to make quarterly trips throughout the duration of the proposed contract as well as coordinate trainers for the in-person Supportive Housing Institute. This includes travel time, airfare, hotel costs, ground transportation costs, and cost of meals. We assume each trip will be three days.

Combined Budget - Supportive Housing Institute and NPLH Technical Assistance Consulting

Timeline	Scope of Work		echnical sistance	Supportive Housing Institut	Status	Start date	Due date
All PHASES	Travel*	\$	47,741	\$ 49,75	5		
	Throughout the duration of the proposed contract, CSH and CIBHS expect to meet with the Fresno County in person on a quarterly basis. We expect each of these quarterly trips to include multi-day meetings, the specific details of which can be determined during				Not started		
	the contracting phase. In between these in-person meetings, CSH and CIBHS will remain engaged with the Department via virtual meetings, the frequency of which can be determined during the contracting phase		50%	50%	Not started	11/1/2019	10/31/2022
	*Travel costs include all costs for staff to make quarterly trips from Las Vegas, NV to Fresno County, CA throughout the duration of the proposed contract as well as travel expenses for other CSH staff participating in the Supportive Housing Institute Activities. This includes travel time, airfare, hotel costs, ground transportation costs, and cost of meals. We assume each trip will be three days. All travel costs will be in accordance with Fresno County travel policies, as reflected in the Agreement between Fresno County and CSH.				Not started	11/1/2019	10/31/202
	Deliverable 1: Supportive Housing Model Strategy		\$15,000	\$ -		11/1/2019	10/31/202
	Leveraging our experience helping communities across the country to implement best supportive housing practices, CSH will help the Department identify strategies to implement supportive housing models that best suit the target population, including Housing First, Harm Reduction, and other models. Specifically, CSH will:		, 25,555		•		
	Research internal and external best practice models for the target population C39		100%	0		11/1/2019	12/30/201
	 Create a system map and unit projection to determine the supportive housing need for the target population. C40 Leverage the research on best practices and the finalized system map and unit projections to develop a Supportive Housing Plan 		100%	0	7-	11/1/2019	1/1/202
	that includes a supportive services plan. C41		100%	0	Not started	1/1/2020	2/15/202
	 Engage in regular communication with the Department and other relevant stakeholders to revise the Supportive Housing Plan until approved by the identified stakeholder group. C46 		100%	0	Not started	1/20/2020	10/31/202
II PHASES	Deliverable 2: Relationship Brokerage:	\$	18,120			1/20/2020	10/31/202
arriases	CSH and CIBHS will plan and conduct informational meetings about NPLH for housing developers, service providers and stakeholders and develop and broker relationships between the Department and supportive housing developers, property managers and service provider agencies. Specifically, CSH and CIBHS will:	•	18,120	7 13,10		_	
	 Conduct monthly phone conference meetings with developers, service providers, and/or stakeholders throughout the course of the three-year contract. C46 		30%	70	% Not started	11/1/2019	10/31/202
	Conduct quarterly in-person meetings with the Department, participating developers, property managers, service providers, and other key stakeholders as detailed above. C47		30%	70	% Not started	11/1/2019	10/31/202
	 Facilitate focus groups with the department, participating developers, property managers, service providers, and/or other key stakeholders to address NPLH requirements and broker relationships. C47 		30%	70	Not started	11/1/2019	10/31/202
I PHASES	Deliverable 3: Fresno-Madera Continuum of Care (FMCoC) and Coordinated Entry System (CES) Engagement:	\$	1,950	\$ 4,55	0		
	Leveraging our extensive experience working with Continuums of Care (CoCs) to design and implement Coordinated Entry Systems (CES), CSH will work with the FMCoC and the recently Jaunched CES to meet NPLH requirements of integrating these systems within the Department's planning process of the NPLH application(s). Specifically, CSH will work with the FMCoC, CES and NPLH projects to:						
	Review and understand NPLH guidelines. C49		30%	70	% Not started Not started	11/1/2019	9/30/202
	• Develop policies and procedures and a referal process for eligible tenants from CES wait lists to NPLH projects. C53		30%	70	%	12/1/2019	9/30/202
	Create mechanisms to track performance outcomes to meet FMCoC system-wide performance measures. C54		30%	70	% Not started	3/1/2020	9/30/202
HASE 1 Start Date	Deliverable 4: Project Development and Implementation Plan	\$	20,000	\$ -	ı.		
	CSH and CIBHS will meet and work with the Department at the beginning of the contract term to assist the Department to understand and implement NPLH regulatory requirements successfully in Fresno County. Specifically, CSH and CIBHS will:						
	Facilitate a project planning session with key leadership and stakeholders in Fresno County C47		100%	0	% Not started	11/1/2019	10/31/201
	Dissect the NPLH Guidelines tailored to meet Fresno County's needs C49		100%	0	% Not started	11/1/2019	10/31/201
	Compile key outcomes, action steps, and timelines and memorialize in a Strategic Plan. C48		100%	0	% Not started	11/1/2019	11/30/201
	Develop a Strategic Plan to include SHI components and Present proposed ideas to County leadership. C48 & C47		100%	0	% Not started	11/1/2019	1/15/202
	 Engage in regular communication with the Department and other relevant stakeholders to edit and customize Strategic Plan. C48 		100%	0	Not started	11/1/2019	1/31/202
	Provide the Fresno County Strategic Plan in a visual format for ongoing tracking throughout the Project. C48		100%	0		11/1/2019	12/30/201
	Facilitate monthly conference calls with key leadership to provide status updates and check-ins. C46		100%	0	Not stanted	11/1/2019	10/31/202
				_	Not started		
	Present the final Strategic Plan to the identified stakeholder group to ensure it aligns with the project goals. C47 Publicated For Provide and Application For Property Advanced Books and Application For Provide Application For Property App	Ś	100% 15,120	\$ 6,00	~	11/1/2019	1/31/202
	Deliverable 5: Developer Identification, Engagement & Ongoing Technical Assistance CSH and CIBHS will develop processes to identify potential supportive housing developers qualified and interested in working with the Department. Developers will be equipped, prepared and have the capacity to adhere to the NPLH program requirements. CSH and CIBHS will also identify supportive housing developer questions and concerns about NPLH and identify options that help address such questions and concerns. Specifically, CSH and CIBHS will:	Ş.	15,120	\$ 6,00		_	
	• Conduct a research scan of the developer, service provider, property management, and investor community in order to properly				Not started		
	target an outreach campaign C60		72%	28	%	11/1/2019	12/31/201
	 Develop a marketing strategy. C61 Facilitate a developer strategy meeting with key Stakeholders. C47 		72%	28		11/15/2019	12/1/201
			72%	28	~ 	1/1/2020 1/1/2020	1/31/202 10/31/202
						1/1/2020	10/31/202
	Provide virtual individual developer technical assistance related to NPLH. C62 Help the Department select developers to implement NPLH. C46		72% 72%	28		1/1/2020	10/31/202
	Provide virtual individual developer technical assistance related to NPLH. C62				% Not started Not started	1/1/2020	
	 Provide virtual individual developer technical assistance related to NPLH. C62 Help the Department select developers to implement NPLH. C46 Develop a developer Frequently Asked Questions (FAQ) document with resource links and access to CSH tools designed to 		72%	28	Not started Not started		10/31/202 10/31/202 10/31/202
	 Provide virtual individual developer technical assistance related to NPLH. C62 Help the Department select developers to implement NPLH. C46 Develop a developer Frequently Asked Questions (FAQ) document with resource links and access to CSH tools designed to address supportive housing developer questions and concerns. C62 		72% 100%	28	% Not started % Not started % Not started	12/1/2019	10/31/202

PHASE 2						
	Deliverable 6: Prepare, Design and Conduct the Supportive Housing Institute	\$ 32,069	\$ 67,931	l		
	Conduct the logistical steps and processes necessary to coordinate the various sessions of the SHI. As identified during strategic planning sessions, tailor the SHI curriculum to meet the unique needs and priorities of Fresno County. Five 2-day in-person training					
	sessions over the course of six months for up to 10 teams made up of four members on a team intended to develop new projects for					
	the NPLH competitive process.					
	Specifically, CSH will:			N-+-+		
	Based on outreach and engagement efforts compile a viable list of SHI prospects C60 Totallists a visitual informational learning conics about the hopefity to positive in a CHI unbiant using Development to inform	35%	65%	Not started	11/15/2019	3/15/2020
	 Facilitate a virtual informational learning session about the benefits to participating in a SHI webinar using PowerPoint to inform interested parties about the SHI. C67 	35%	65%	Not started	12/1/2019	3/1/2020
	Facilitate the SHI application, enrollment, and registration process for prospective teams. C68	35%		Not started	1/1/2020	3/15/2020
				Not started	11/15/2019	
	Work with the County to design an outline for a curriculum tailored to meet the needs of Fresno County C69	35%		Not started		3/1/2020
	 Develop targeted learning objectives, instructor training notes, and a PowerPoint led training visual aid. C69 	35%	65%	Not started	2/1/2020	5/1/2020
	Provide DBH with an outline of learning objectives and a detailed schedule of activities for each session in a PDF format. C69	35%	65%	Not started	3/1/2020	6/15/2020
	Coordinate all trainers, facilitators, panel discussions, and activities as outlined in the lesson plans. C70	35%	65%	Not started	4/1/2020	4/15/2020
	₁		-		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,
	 Provide training manuals, handouts, and materials necessary for participants in the Institute. C62 	35%	65%	Not started	3/15/2020	4/1/2020
	 Facilitate peer-to-peer learning opportunities to supportive housing projects. C74 	35%	65%	Not started	4/15/2020	10/30/2020
	DBH will:				i	
	• Host the SHI by providing a venue and coordinate location logistics to accommodate the size and technology needs for the			Not started		
	entire institute series.				7/1/2020	12/30/2020
	 Assist with the community notification and marketing campaign. 			Not started	3/1/2020	7/1/2020
PHASE 3						
	Deliverable 7: Evaluation Approval and Process Development	\$ -	\$ 9,600	ı		
	CSH will develop any County-level evaluation and approval processes needed before formal NPLH universal applications are submitted to HCD related to the NPLH NOFA.					
	Specifically, CSH will:					
	Assist the County with developing a local NOFA application to solicit for NPLH project applications. C81	0%	100%	Not started	5/1/2020	10/30/2020
				Not started		
	Develop and recommend a process for the County to assess and support applications that will be submitted to HCD. C82	0%	100%)	10/1/2020	11/30/2020
	 Develop a NPLH Development and Implementation Strategy in collaboration with the Department and other key stakeholders. C83 	0%	100%	Not started	7/1/2020	9/30/2020
					7/1/2020	3/30/2020
	Deliverable 8: Evaluate Supportive Housing Projects and Provide Coaching and Mentorship Support individual projects with processing the CSU Disposition of Quality is Supporting Userian Foodback and speech to one on house	\$ -	\$ 20,000			
	Support individual projects with meeting the CSH Dimensions of Quality in Supportive Housing Standards and coach teams on how to meet CSH pre-development endorsement.					
	Specifically, CSH will:					
	Review pre-development plans, policies and procedures, and management plans for quality standards. C88	0%	100%	Not started	10/15/2020	11/15/2020
	Provide feedback and coaching on areas to improve in order to meet quality standards. C89	0%	100%	Not started	10/15/2020	12/30/2020
				,		
	 Provide pre-development endorsement to projects that meet threshold standards. C90 	0%	100%	. voc started	12/1/2020	12/30/2020
	Deliverable 9: Community Acceptance	\$ -	\$ 13,004			
	CSH and CIBHS will assist the Department in creating community acceptance and education strategies and materials to ensure the successful implementation of NPLH-financed projects.					
	Specifically, CSH will:					
	Develop webinar content to educate the local community about Fresno's NPLH financed projects. C95	0%	100%	Not started	10/1/2020	10/31/2022
	Create NPLH information graphics and FAQ sheets to use at local stakeholder meetings to educate participants about NPLH				.,,	
	projects. C96	0%	100%	Not started	10/1/2020	10/31/2022
	Facilitate webinars to educate the community about Fresno's NPLH Projects. C97	0%	100%	Not started	11/1/2020	10/31/2022
	Identify targeted community events, meetings, and organizations for County staff and partners to attend to answer questions			Not started		
	regarding NPLH projects. C98	0%	100%	i vot started	11/1/2020	10/31/2022
PHASE 4	1					
РПАЗЕ 4	Deliverable 10: Supportive Housing Learning Academy (Supportive Housing Refresher)	\$ -	\$ 10,000	ı		
	To support educating newly engaged developers, funders, and interested service providers on the components of Supportive Housing,	ş -	\$ 10,000			
	CSH will facilitate a tailored Academy with the goal of providing a boot camp like experience for people who need to be brought up to					
	speed quickly about supportive housing.					
	Specifically, CSH will:			Not started	l .	
	 Identify key training topics to develop an academy outline C102 	0%	100%	.vot started	1/15/2021	2/20/2021
	Trainers will tailor stock content to align with NPLH guidelines C102	0%	100%	Not started	1/1/2021	2/15/2021
	Irainers will tailor stock content to align with NPLH guidelines C102 Utilize CSH Online Training Center Resources to host Webinars and faciliate registration C103			Not started	1/1/2021	2/15/2021
	- orning controlling center resources to most meanings and lagridate telegraphic cross	0%	100%		3/1/2021	6/30/2021
	Facilitate 2-3 virtual informational learning collaborative sessions via webinar using PowerPoint on designated topics C104	0%	100%	Not started	4/1/2021	7/15/2021
	Facilitate peer-to-peer discussions on the topics presented for peer sharing opportunities C105	0%	100%	Not started	4/1/2021	8/30/2021
	Deliverable 11: Additional Responsibilities	\$ -	\$ 50,000.00			
	Work with the Department to design a Scope of Work allowing CSH to provide the Department with assistance/guidance in the					
	review of NPLH applications. Specifically, CSH will:					
	1. Work closely with the Department and selected development sponsors through the entire NPLH application development and			Not started		
	submittal process for NPLH-financed projects for Noncompetitive and/or Competitive NPLH funding. C106		100%	N-+-+	10/1/2020	10/31/2022
	Other tasks as assigned based on discovery and fulfillment of the above activities.		100%	Not started	11/1/2019	10/31/2022
		Technical	Supportive			
		Assistance	Housing Institute			
	Budget Total	\$ 150,000	\$ 250,000	<u> </u>		
	Fiscal Year July 1, 2019 - June 30, 2020	\$ 150,000	\$ 77,834.33	\$ 227,834		
	Fiscal Year July 1, 2020 - June 30, 2021	\$ -	\$ 80,882.83	\$ 80,883		
				A =====		
	Fiscal Year July 1, 2021 - June 30, 2022 Fiscal Year July 1, 2022 - June 30, 2023	\$ -	\$ 78,782.83	\$ 78,783 \$ 12,500		
	Fiscal Year July 1, 2021 - June 30, 2022 Fiscal Year July 1, 2022 - June 30, 2023			\$ 12,500		

STATE MENTAL HEALTH REQUIREMENTS

1. <u>CONTROL REQUIREMENTS</u>

COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. <u>CONFIDENTIALITY</u>

- A. CONTRACTOR shall comply with applicable laws and regulations, including but not limited to section 5328 et seq. of the California Welfare and Institutions Code regarding the confidentiality of patient information.
- B. CONTRACTOR shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information. This pertains to any and all persons receiving services pursuant to a Department of Mental Health funded program. CONTRACTOR shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this contract.
- C. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client/patient, any such identifying information to anyone other than the County or State without prior written authorization from the County or State in accordance with State and Federal laws.
- D. For purposes of the above paragraphs, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

4. **NONDISCRIMINATION**

A. CONTRACTOR shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap, in accordance with the requirements of applicable Federal or State Law.

- В. During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, section 12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

5. PATIENTS' RIGHTS

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:		Date:				
	(Printed Name & Title)		(Name of Agency or Company)			

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:							
Name:		Date:					
Job Title:							
(2) Company	y/Agency Name and Address:						
(2) Disclosur	re (Please describe the nature of the self-dea	ling transactiv	on vo	uu ara a nartu ta	1		
(3) Disclosui	e (Flease describe the nature of the sen-dea	illing transaction	on yo	u are a party to	,		
(4) Explain v	why this self-dealing transaction is consisten	t with the requ	uirem	nents of Corpora	ations Code 5233	3 (a)	
(5) Authoriz	ed Signature						
Signature:		Date:					

TRAVEL EXPENSES AND LIMITATIONS

FRESNO COUNTY BOARD OF SUPERVISORS
ADMINISTRTIVE POLICY NUMBERS 7-11

FRESNO COUNTY MANAGEMENT DIRECTIVES 500
TRAVEL AUTHORIZATION AND REIMBURSEMENT



ADMINISTRATIVE POLICY

NUMBER 7 Travel Authorization

Effective Date: October 1, 2002

POLICY STATEMENT

Travel for County officials and employees shall only be authorized when it is beneficial to the continued functioning of the department or when it is necessary to ensure that appropriate employees participate in mandated training conferences, meetings, and educational seminars.

MANAGEMENT RESPONSIBILITY

The County Administrative Officer is responsible for developing procedures to ensure that travel authorization and employee expense reimbursement are consistent with Board of Supervisors policy and for recommending to the Board of Supervisors an amount to be included for travel in each department's annual budget.

Department heads are responsible for authorizing travel in accordance with Board of Supervisors policies and within the amount appropriated for that purpose in the annual departmental budget. Department heads shall ensure that travel is approved only when it is beneficial to the continued functioning of the department or when it is necessary to ensure that appropriate employees participate in mandated training.

The Auditor-Controller/Treasurer-Tax Collector is responsible for auditing travel expenditures.



ADMINISTRATIVE POLICY

NUMBER 8
Air Travel

Effective Date: July 15, 1986

POLICY STATEMENT

Air travel may be employed for travel in connection with County business when it is the most efficient means of travel. Travel in a private aircraft operated by a County employee may be allowed when such operation is incidental to the purpose of the trip. Employees who operate a private aircraft in connection with a County business trip will be reimbursed for the actual cost paid by the employee for fuel used by the aircraft on the trip plus \$1.25 per gallon of fuel used; or an amount equal to the lowest fare on the least expensive commercial air carrier scheduled to the same location; or an amount equal to private automobile mileage computed pursuant to Board of Supervisors policy whichever amount is less. Travel in private aircraft operated by persons who are not County employees, except for flights conducted by members of the Sheriff's Aero Squadron in the performance of their official duties, travel by members of the Board of Supervisors, and charter flights flown by property certified pilots is generally prohibited. Other exceptions may be granted by the County Administrative Officer.

MANAGEMENT RESPONSIBILITY

The County Administrative Officer is responsible for developing procedures to ensure that air travel authorization and employee expense reimbursement are consistent with Board of Supervisors policy. The County Administrative Officer shall prescribe the levels of insurance, ratings, experience, and proficiency required for an employee to be authorized to operate a private aircraft in connection with a County business trip.

Department heads are responsible for authorizing air travel in accordance with Board of Supervisors policy.



ADMINISTRATIVE POLICY

NUMBER 9 Automobile Travel

Effective Date: June 18, 1996

POLICY STATEMENT

Travel by private automobile in connection with County business may be allowed when it is the most efficient, cost effective alternative to use of a County vehicle. Employees allowed to use private vehicles for County business must do so in accordance with applicable Management Directives. Under no circumstance shall an employee use a motorcycle for travel on County business.

The reimbursement rate for use of a private automobile on County business either within or outside of the County, shall be that rate certified by the County Administrative Officer to the Auditor-Controller /Treasurer-Tax Collector which rate shall be based upon the private auto mileage reimbursement agreement between the County and certified employee groups.

MANAGEMENT RESPONSIBILITY

The County Administrative Officer is responsible for developing procedures to ensure that automobile travel authorization and employee expense reimbursement are consistent with Board of Supervisors policies. The County Administrative Officer shall also assume responsibility for certifying the reimbursement rate for use of private automobiles on County business.

Department heads are responsible for authorizing automobile travel in accordance with Board of Supervisors policy.



ADMINISTRATIVE POLICY

NUMBER 10 Lodging Reimbursement for County Travel

Effective Date: November 14, 2000

POLICY STATEMENT

Lodging expenses for out-of-state County travel will be reimbursed at actual necessary expenses.

Lodging expenses for in-state travel will be reimbursed at actual cost (single room rate), but not to exceed \$76.00 per day or \$97.00 per day in designated high cost lodging areas. In addition, when a room tax is charged, an amount equivalent to the room tax will be reimbursed.

Designated high cost lodging areas include the Los Angeles, Monterey, San Diego and San Francisco areas. In addition, the following cities are designated as high cost areas for lodging purposes: Cathedral City, Folsom, Goleta, Indian Wells, Lompoc, Montecito, Napa, Northridge, Ontario, Palm Springs, Sacramento, San Bernardino, San Luis Obispo, Santa Barbara, Santa Cruz, Simi Valley, South Lake Tahoe, Tahoe City, Thousand Oaks, Ventura, and Yosemite.

Reimbursement for up to 150% of the stated recommended lodging rates will be allowed upon proper, documented, written justification.

Specified maximum reimbursement rates may be exceeded to allow actual cost when an employee lodges at a "hosting hotel" where meetings, conferences or training sessions are held or when last minute reservations must be made due to an emergency situation. "Emergency" must be approved by the County Administrative Officer.

MANAGEMENT RESPONSIBILITY

The County Administrative Officer and Auditor-Controller/Treasurer-Tax Collector are responsible for recommending to the Board of Supervisors maximum reimbursement rates for lodging.

The Auditor-Controller/Treasurer-Tax Collector shall be responsible for auditing all expenditures for lodging and determining the amount which may be reimbursed for lodging in designated high cost lodging areas.

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ADMINISTRATIVE POLICY

NUMBER 11 Meal Reimbursement for County Travel and Hosting

Effective Date: April 23, 2002

POLICY STATEMENT

Employees will be reimbursed for meals when traveling on County business at a flat rate up to a maximum established for high and low cost areas. The maximum daily meal reimbursement rates shall be \$34.00 or \$42.00 per day in designated high cost areas. Per meal rates shall be \$7.00 for breakfast (\$9.00 in high cost areas), \$9.00 for lunch (\$12.00 in high cost areas), and \$18.00 for dinner (\$21.00 in high cost areas). These rates include an allowance for 15% gratuity.

It is the responsibility of the employee to keep track of their expenses and reimburse the County if they expend less than the per-diem rate or to report it as income.

When emergencies or unusual circumstances exist which require a department to utilize personnel on an extended shift basis, or when time for a meal break is not available, the provision of meals may be authorized by the department head.

Board of Supervisors members, department heads, assistant department heads, and County Administrative Office staff may host non-County employees' meals when doing so will facilitate the conduct of County business. Reimbursement for County employees and hosted guests will be the per diem amount.

The standard meal allowance is for a full 24-hour day of travel. If travel is for a portion of a day, such as on the day of departure or return, the full-day rate must be prorated.

No reimbursement will be made for alcoholic beverages.

MANAGEMENT RESPONSIBILITY

The County Administrative Officer and Auditor-Controller/Treasurer-Tax Collector are responsible for recommending to the Board of Supervisors maximum reimbursement rates for meals. A reevaluation of market meal costs and IRS guidelines are to be made at least once every two years by the Auditor-Controller/Treasurer-Tax Collector to the County Administrative Officer. Revision of these rates will require Board of Supervisors approval.

The Auditor-Controller/Treasurer-Tax Collector shall be responsible for auditing expenditures for meals.



Management Directives

500

Travel Authorization and Reimbursement

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SUBJECT:

510 - Travel Requests and Expense Claims

DATE:

February 26, 2014

Revised: February 26, 2014

Reviewed: February 2014

511 - Administrative Responsibilities

511.1 County Administrative Officer - The County Administrative Office will review each department's annual budget request for travel and will recommend an amount to the Board of Supervisors for inclusion in the budget.

Department Heads - Department heads may authorize travel, subject to the 511.2 limitations of these procedures and the amount appropriated for that purpose in the departmental budget, when such travel is beneficial to the continued functioning of the department or when it is necessary to ensure that appropriate employees participate in mandated training, conferences, meetings, and educational seminars.

511.3 Auditor-Controller/Treasurer-Tax Collector - The Auditor-Controller/Treasurer-Tax Collector and the County Administrative Officer will jointly recommend to the Board of Supervisors the maximum reimbursement for meals and lodging. The Auditor-Controller/Treasurer-Tax Collector shall be responsible for auditing all travel expenditures. Items that are questionable charges against the County may be reduced or eliminated by the Auditor-Controller/Treasurer-Tax Collector.

512 - Travel Request Required

A travel request shall be prepared and approved by the department head or designee in advance of travel. Only in an emergency or as provided elsewhere in these procedures shall a travel request covering a prior trip be ratified.

512.1 Exception for One-Day Trips - A travel request is not required for one-day trips when the travel is required by the department in the performance of its primary functions, is in the course of the individual's regularly assigned duties, and no reimbursable expenses are incurred, except mileage.

> A travel request is also not required for one-day trips when County personnel are conducting investigations in the normal course of business or transporting prisoners within California, and no reimbursable expenses are incurred, except meals. Maximum meal rates and receipting requirements will still be applicable.

512.2 Procedure - The department shall assign a travel authorization number to the Travel Request. All copies shall be submitted to the department head or designee for approval. After approval, all copies shall be retained in the department until travel is completed. The original copy of the Travel Request

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Form must be submitted to the Auditor-Controller/Treasurer-Tax Collector with the initial claim for payment. If any subsequent claim for payment is made under the same Travel Request, only the Travel Request number needs to be provided.

512.21 Each completed Travel Request form shall indicate the date and time of departure and return.

A separate Travel Request Form (FCAC-106) is required for each employee except when all employees are going to the same location and no individual Claims for Expenses will be made.

When travel involves attendance at a conference, meeting, or workshop, a copy of the agenda or program for such event shall be attached to the Travel Request and the Claim for Payment Form submitted to the Auditor-Controller/Treasurer.

513 - Claims for Expenses

The claims of officers, department heads, employees, and advisory board members for expenses incurred while traveling at County expense must be supported by a Travel Request Form (FCAC-106).

- Procedure All claims for travel expenses must be made on a Payment Information Standard Coversheet (FCAC-118). The original copy of the approved Travel Request Form must be received by the time the claim for payment is submitted; required receipts and private auto mileage records approved by the Department must be attached. Refer to the PeopleSoft Manual for proper preparation of the documents. The actual times of departure and return must be included with the claim.
- 513.11 An employee may accumulate travel expenses by using the Travel Expense Claim Form (FCAC-213). .

514 - Miscellaneous Charges

- 514.1 <u>Personal Expenses</u> No personal expenses, such as laundry, barbering, valet service, or transportation of personal luggage shall be allowed.
- Telephone Charges Charges for official telephone calls made while traveling on County business shall be allowed. However, whenever possible, such calls should be made on the County's toll-free number (1-800-742-1011) or charged against the department's main telephone number. The date, location, and party called shall be stated on the claim for payment.

Employees traveling on County business which requires overnight lodging may receive reimbursement for one personal long distance phone call each night at the actual costs up to a maximum of \$3.00 per night for those calls that are documented on the lodging receipt. (Refer to Board of Supervisors Administrative Policy No. 38, Personal Phone Calls – Traveling Employees).

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514.3 <u>Local Transportation</u> – Reasonable charges for local transportation by usual means, such as street car, bus, taxi, etc., and parking will be allowed.

- 514.4 Paying for Other Employees Officials and employees are not permitted to pay the expenses of other County officials or employees except as provided for in Sections 554 Shared Rooms, Section 572 Special Meetings, Section 574 Hosted Meals and except as follows:
 - Taxi, auto ferry, or toll bridge fares may be paid by one member of a party and submitted on his/her claim. The name of each County employee for whom such fare was paid must be shown on the claim for payment.
 - Expenses for matrons, prisoner's, inmates of County or State institutions, or court wards may be paid by an employee and submitted on his/her expense account, provided the names and classifications of those provided for are clearly indicated.
 - Expenditures, except for meals, incurred by the Sheriff's Revolving Fund Emergency Travel for prisoner transport are reimbursable through the Accounts Payable process with proper support documentation.

Meals related to prisoner transport are reimbursable through the Travel Reimbursement process in accordance with Section 561 "Meal Reimbursement" of this directive.

- Conference Facilities Departments shall make every effort to use County-owned conference facilities when needed for meetings, conferences, or other events. A list of such facilities may be obtained from the Internal Service Department, Purchasing Division. If a non-County facility is needed, a rental agreement may be necessary. Requests for rental agreements shall be made to the Purchasing Division of the Internal Services Department as appropriate.
 - 514.51 Room/Space & Equipment Rental with Refreshments/Meals Included in Agreement All refreshments/meals/snacks must have advanced written Department Head and CAO approval (See Section 574).

Process by submitting a requisition with event form/facility registration form with dates, cost and Department Head letter of approval and CAO refreshment/meal approval to Internal Services Department, Purchasing Division (allow 30 days to process). Call Internal Services Department, Purchasing Division in advance if shorter time frame is needed.

8 Equipment Rental Without Refreshments/Meals/Snacks - Process request for room/space rental and any associated equipment by submitting Department Head letter of approval and explanation with event form or facility/hotel registration form with dates and cost to Internal

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Services Department, Purchasing Division for approval and processing (allow 30 days to process). Call Internal Services Department, Purchasing Division in advance if shorter time is needed (See Section 574).



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520 - Travel Advances and Credit Cards

DATE: February 26, 2014

Revised: February 26, 2014 Reviewed: February 2014

521 - Eligibility

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521.1 <u>Travel Advance</u> — An employee shall be eligible for a cash advance upon approval of a Travel Request Form (FCAC-106) and a Travel Advance Request Form (FCAC-75) by the department head or designee.

- 521.2 Corporate Credit Card Employees who travel on County business may apply through their department for a corporate credit card. Applications for qualified employees will be forwarded to the Auditor-Controller/Treasurer-Tax Collector for processing. Corporate cardholders will be ineligible for travel advances.
- 521.3 <u>Limitations</u> No employee shall receive more than one of the following for the same trip: cash advance or corporate card. Failure to comply with the procedures in this directive may result in the employee being ineligible for travel advances or a credit card.

522 - Procedure

- Travel Advance To request a travel advance, each employee must submit a Travel Advance Request Form (FCAC 75) and an approved Travel Request showing the estimated cost of the trip exclusive of mileage expenses to the Auditor-Controller/Treasurer-Tax Collector's General Accounting Division no later than ten working days prior to the date of departure.
 - Amounts up to 100% of the estimated actual expenses (subject to maximum reimbursement allowable) to be incurred for lodging, transportation (exclusive of mileage) and meal amounts may be advanced. Rental car expenses will not be eligible for an advance unless the car rental is included as a part of the flight reservation. The minimum travel advance will be \$100.00.
 - Special fees, such as registration or tuition, will be advanced 100% if verification of the actual amount is submitted with the request. The Travel Advance Request shall be accompanied with a Payment Information Standard Coversheet (FCAC-118). Employees should make every effort to pre-pay conference registration or tuition fees if doing so will reduce the cost.

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Not later than five days after completion of the trip, the department shall submit to the Auditor-Controller/Treasurer-Tax Collector's, General Accounting Division another Payment Information Standard Coversheet (FCAC-118) with accompanying Travel Expense Claim (FCAC-213) showing actual authorized expenses (all appropriate receipts shall be attached). The amount of the travel advance shall be deducted from the total of all expenses listed on the Travel Expense Claim (FCAC-213). If the advance exceeds the actual expenses, a remittance from the employee for the difference must accompany the claim for payment. If receipts are not provided within 60 days from the date of travel the amount of the travel advance will become taxable income to the employee in accordance

Example 1

with IRS Publication 463.

An employee receives a \$150 advance but only incurs \$125 worth of travel related expenditures, the employee has 60 days from the date of travel to reimburse the County the \$25 received in excess of actual expenditures.

Example 2

An employee receives a \$150 advance but incurs \$200 worth of travel related expenditures; the employee will be reimbursed an additional \$50 to cover the cost of travel.

- If the trip is cancelled or postponed for more than 30 days, the travel advance shall be returned to the Auditor-Controller/Treasurer-Tax Collector immediately.
- Corporate Credit Card Individuals who frequently travel on County business have the option of receiving an individual corporate credit card. This card will be used only to pay for County-related costs; it should not be used for personal or unallowable expenses. The payment of the credit card is the sole responsibility of the employee and not the County. The employee will be reimbursed through the travel reimbursement process to make payment to their individual credit card. The Auditor-Controller/Treasurer-Tax Collector is responsible for implementing the corporate card system, issuing card applications, monitoring contract performance, and regular re-issuance of a Request for Proposal for this service.
 - Departments may request corporate card applications from the Auditor-Controller/Treasurer-Tax Collector. The Auditor-Controller/Treasurer-Tax Collector (or his designated agent) and the corporate card vendor may either approve or disapprove any application.
 - Corporate cards remain in effect so long as the cardholder is a County employee, until returned by the cardholder, or unless recalled by the vendor, Auditor-Controller/Treasurer-Tax Collector,

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or department head. All cardholders must abide by the conditions of this directive, terms of the cardholder agreement, and policies established by the Auditor-Controller/Treasurer-Tax Collector. Failure to do so may result in the loss of card privileges and other appropriate disciplinary action.



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SUBJECT: 530 - Air Travel

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531 - Airline Travel Procedures

531.1 <u>Travel Request</u> – Air travel may be employed for travel in connection with County business when it is the most efficient means of travel. Upon approval by the department of a trip involving air travel the original copy of a Travel Request Form (FCAC-106) shall be forwarded to the Auditor-Controller/Treasurer-Tax Collector's General Accounting Division.

531.2 <u>Scheduling</u> – Departments should schedule air transportation sufficiently in advance of travel to take advantage of discount fares.

531.3 Obtaining Airline Tickets

531.31 The department may obtain tickets directly from the travel agency by submitting the approved Travel Request Form to the travel agent and signing a receipt for the tickets (Contact the Auditor-Controller/Treasurer-Tax Collector for a list of authorized travel agents).

For mail delivery of tickets, the department may mail the approved Travel Request Form to the travel agency.

Airline tickets should be purchased using procedures that result in the lowest cost to the County. Within this constraint, employees assigned a Corporate Card have the option of paying for their air travel with that card. Otherwise, tickets should be obtained using the County's Corporate Card "Business Travel Account." Procedures developed by the Auditor-Controller/Treasurer-Tax Collector will govern the purchase of airline tickets.

531.4 <u>Unused Tickets</u> – The employee to whom the tickets were issued is responsible for returning unused tickets to the Auditor-Controller/Treasurer-Tax Collector's General Accounting Division.

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531.5 <u>Lost Tickets</u> – The employee shall reimburse the County for all or any part of an airline ticket which is lost after proper issuance, except that an employee is not liable to reimburse the County for the theft of an airline ticket through no fault or neglect of the employee.

532 - Private Aircraft

- Aircraft Operated by County Employees Travel by private aircraft piloted by a County employee may be allowed when it is the most efficient means of travel. A County employee may pilot a private aircraft in connection with a County business trip when such operation is incidental to the purpose of the trip and subject to the following requirements:
 - Insurance Before travel may be authorized in a private aircraft operated by an employee, the employee operator must obtain public liability and property damage insurance of not less than \$1,000,000 the policy of which shall name the County as an additional insured. Evidence of such coverage shall be on file in the department.
 - Ratings, Experience, and Proficiency Requirements The employee must hold the appropriate airman's certificate, possess a current medical certificate, and an instrument rating all issued in accordance with Federal Aviation Administration Regulations and applicable to the category and class of aircraft to be flown and the type of flying to be performed and must have a minimum of 250 hours of logged flight time. In addition, the employee must have received within the 12 months prior to the flight, a Federal Aviation Administration Pilot Proficiency Award Program certificate a copy of which shall be on file in the Department together with a copy of the employee's airman's certificate and medical certificate.
 - Reimbursement County officials or employees who operate a private aircraft in connection with a County business trip will be reimbursed for the actual cost paid by the employee for fuel used by the aircraft on the trip plus \$1.25 per gallon of fuel (or portion thereof for a partial gallon) used by the aircraft on the trip; or an amount equal to the lowest fare on the least expensive commercial air carrier scheduled to the same location; or an amount equal to private automobile mileage computed under Section 541 whichever amount is less.
- Aircraft Operated by Non-County Employees Travel in private aircraft operated by persons who are not County employees, except for flights conducted by members of the Sheriff's Aero Squadron in the performance of their official duties, travel by members of the Board of Supervisors, and charter flights flown by properly certified pilots, is generally prohibited. Other exceptions may be granted by the County Administrative Office.



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540 - Private Automobile Travel

DATE: February 26, 2014

Revised: February 26, 2014 Reviewed: February 2014

541 - Auto Mileage Reimbursement Rate Certification

The Internal Revenue Service (IRS) mileage reimbursement rate shall apply to all represented units and unrepresented employees as approved by the Board of Supervisors May 2, 2000. The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS.

542 - Auto Mileage Reimbursement

The Auditor-Controller/Treasurer-Tax Collector shall pay officials and employees at the published IRS rate, except that if an employee chooses to drive when other feasible means of less expensive public transportation are available, the employee will be reimbursed the cost of the least expensive mode. Each Department is responsible for validating the actual number of miles traveled and determining the appropriateness of the miles traveled.

543 – Insurance

In order to be authorized travel by a private vehicle or be reimbursed for such travel, the employee must possess automobile insurance with limits of not less than \$100,000/\$300,000 public liability, and \$25,000 property damage, or a combined single limit of \$300,000 public liability, and \$25,000 property damage, or a combined single limit of \$300,000.

544 - Seat Belts

Private vehicles used for County business shall be equipped with seat belts. All occupants of a private vehicle being used for County business shall use seat belts at any time the vehicle is in motion.

545 - Motorcycles

Use of a motorcycle on County business is prohibited.



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550 – Lodging Reimbursement

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551 - Lodging Reimbursement

For out-of-state travel, employees will be reimbursed their actual reasonable expenses for lodging. Except as provided in Section 551.1, lodging expenses for in-state travel will be reimbursed at actual cost (single room rate), but not to exceed a maximum of the Federal Per Diem rates as established by the United States General Services Administration (www.gsa.gov) unless allowed with the exceptions below. In addition, room taxes will be considered separately from the base rate and reimbursed at actual cost.

551.1 Exceptions to Maximum Lodging Rates

- Reimbursement for up to 150% of the Federal recommended rates will be allowed with properly, documented, written justification from the Department Head. Qualifying situations for exceeding the recommended lodging rates, not to exceed 150% of the base rate, includes but is not limited to, safety considerations, medical conditions and attendance at mandatory conferences or seminars.
- Specified maximum reimbursement rates may be exceeded to allow actual cost when an employee lodges at a "hosting hotel" where meetings, conferences or training sessions are held. Reimbursement will be made at actual costs upon submittal of an AC/TTC Payment Information Standard Coversheet (FCAC-118), including Travel Expense Claim form (FCAC-213) and proof of designated site reservations (i.e. conference/seminar flyer, brochure or conference letterhead). Employees will be required to secure the least expensive accommodation available in these circumstances. Spousal accommodations are not eligible for reimbursement.
- A "hosting hotel" is either the hotel where meetings, conferences, or training sessions are held or a lodging site recommended and/or reserved by the conference/seminar sponsor. To be eligible for a "hosting hotel" classification, the lodging site must be listed on the conference/seminar flyer, brochure or conference letterhead and this documentation must accompany the claim for payment.
- If emergency situations should arise which require last minute lodging reservations, and if approval of the County Administrative Officer has been obtained, maximum lodging rates may be exceeded. Traveling employees in these circumstances will be required to obtain the least expensive accommodations available. Spousal accommodations are not eligible for reimbursement.

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552 - Administrative Responsibilities

The AC/TTC shall be responsible for auditing all claims for reimbursement of lodging expense and shall determine whether the expenses claimed are within the maximum amounts allowed.

553 - In-Lieu Accommodations

No County employee shall be entitled to claim or receive reimbursement for lodging in their own home or other accommodation or lodging provided by a relative or friend in lieu of hotel or motel accommodations.

554 - Shared Rooms

When employees share a hotel/motel room, one employee may pay and be reimbursed for the actual cost of a double occupancy room. The names of the employees and their Travel Request Form authorization numbers must be indicated on the AC/TTC Payment Information Standard Coversheet (FCAC-118).

555 - Emergencies and Unusual Circumstances

When emergencies occur or unusual circumstances exist which require a department to use personnel on an extended shift basis, provision for lodging and meeting rooms may be authorized.

- Definition Emergency or unusual circumstances are those situations requiring a specialized type or greater amount of manpower for a period longer than eight hours. Examples would be snow removal efforts during periods of heavy snow, abnormally heavy rain conditions requiring continuous operation of equipment, unusual law enforcement efforts such as search and rescue or disorder on a large scale, or instances of impasse as described in Sections 3.12.400 and 3.12.410 of the Ordinance Code in which case lodging and meeting room expenses may be authorized.
- Procedure When the need becomes known, and as soon as is practical, the department head shall authorize or ratify the Travel Request. Authorization shall be requested in advance, when possible. Requests shall be on a Travel Request Form (FCAC-106). An oral request shall be followed by a written one.

556 - Lodging Reimbursement with Conference Registration

When lodging is included in the cost of a conference registration fee or other County paid activity, employees will not be entitled to lodging reimbursement.



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560 - Meal Reimbursement

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561 - Meal Reimbursement

Except as provided in Sections 562 and 563, employees traveling on County business will be reimbursed for the cost of meals at a flat rate up to a maximum established in accordance with United States General Service Administration Federal Per Diem Rates (www.gsa.gov). Day meals are paid only when employees are outside their tax home area as established in IRS Pub 463. "Generally, your tax home is your regular place of business or post of duty, regardless of where you maintain your family home. It includes the entire city or general area in which your business or work is located."

For out-of-state travel, the United States General Service Administration Federal Per Diem Rate (www.gsa.gov) guidelines will be used. These guidelines which are available at www.gsa.gov indicate specific reimbursement rates for cities within the Continental United States. Reimbursement for travel to these areas should be confirmed with the Auditor-Controller/Treasurer-Tax Collector's office prior to travel.

When requesting reimbursement for less than three meals per day, the per diem for each claimed shall be paid.

In addition, travel must begin before and end after the time shown below for reimbursement for that meal. Employees are eligible for the full-day per diem if travel begins on or before 6:00 a.m. and ends on or after 7:00 p.m. The following schedule provides the per diem meal reimbursement for partial day travel.

Meal	Travel Begins On or Before	Travel Ends On or After	
Breakfast	6:00 a.m.	8:00 a.m.	
Lunch	11:00 a.m.	1:00 p.m.	
Dinner	5:00 p.m.	7:00 p.m.	

The full-day travel per diem includes a \$5 reimbursement for incidentals as established by the United State General Services Administration (www.gsa.gov).

For purposes of determining eligibility for reimbursement, travel shall be considered to begin when the traveler departs his/her residence, if the trip begins before or after normal office hours. If the trip begins during normal office hours, travel shall be considered to begin when the traveler departs the office. The department head is responsible for scheduling travel and monitoring times of departure and arrival to ensure that unnecessary meals are not