

**AGREEMENT FOR SERVICES #5133
AMENDMENT II**

This Second Amendment to that Agreement for Services #5133, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and DNT In Home Care, Inc., doing business as Senior Helpers, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3440 Palmer Drive #8H, Cameron Park, California 95682; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide non-medical in-home support services, homemaker/chore, personal care, and respite services on an "as requested" basis for clients referred by the Family Caregiver Support Program (FCSP), Supportive Services, the Assisted Transportation Services of the County of El Dorado Health and Human Services Agency (HHS), pursuant to Agreement for Services #5133, dated December 3, 2020, and First Amendment to Agreement for Services #5133, dated October 26, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include referral options from HHS Adult Protective Services Program (APS), hereby amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$9,000, amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XIX, Conflict of Interest**, and adding **Exhibit D**, marked "California Levine Act Statement" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XX, Nondiscrimination**, and **ARTICLE XXVII, Contract Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXXII, Additional Terms and Conditions, Number 22**; and

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXV, Executive Order N-6-22 – Russia Sanctions**, and **ARTICLE XXXVI, Electronic Signatures** to include updated contract provisions;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #5133 on the following terms and conditions:

1) **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: When requested via HHS A Authorization, Contractor shall furnish experienced and trained staff to provide non-medical in-home support and assisted transportation services for HHS A Client(s) on an “as requested” basis. These referrals to the Contractor may come from either the HHS A APS or the FCSP. Contractor agrees to furnish appropriately qualified, licensed or certified individuals to provide such service to Clients as is allowed within their scope of practice and/or professional license. Services may be provided by homemakers, care companions, Home Health Aids, and Certified Nursing Assistants.

Services may include but are not limited to:

- A. **Chores:** A chore is for purposes of household support and applies to the performance of household tasks rather than to the care of the participant. Chore activities are limited to: light housekeeping, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance. Instruction in performing household tasks and meal preparation may also be provided to the participant under this category. Chores may only be provided above and beyond those available through the In-Home Supportive Services (IHSS) Program or for those clients who are not eligible for IHSS.
- B. **Supplemental Personal Care Services:** Provided to those clients whose needs exceed the maximum amount of available under IHSS or who are in circumstances where the individual lacks a provider. Services under this category provide assistance to the participant for the purposes of maintaining bodily hygiene, personal safety, and activities of daily living which are essential to the health and welfare of the recipient. These tasks must be non-medical in nature and included feeding, bathing, oral hygiene, grooming, dressing, care of, and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and/or other types of repositioning, assistance with walking, and transferring. Instruction in self-care may also be provided and may include assistance with the preparation of meals. Chores that are ancillary to the provision of care may be included in this category, but should not be the primary/central activity (e.g. a soiled bed linen may be changed, washed and put away).
- C. **Supplemental Protective Supervision:** Ensures provision of supervision in the absence of the usual care provide to persons in their own homes who are very frail or may suffer a medical emergency, to prevent immediate placement in an acute care hospital, nursing facility, or other 24-hour Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also include checking on a participant through a visit to the participant’s home to assess the client’s situation during an emergency.
- D. **Respite In-Home** includes the supervision and care of a participant while the family or

other individual who normally provide unpaid informal care take short-term relief or respite. Respite may also be needed in order to cover emergencies and extended absences of the regular paid caregiver.

- E. Social Reassurance/Support: Includes periodic telephone contact, visiting, or other social reassurance services to verify that that individual is not in medical, psychological, or social crisis, or otherwise to offset isolation.
- F. Transportation: Escort services provide access to the community via non-emergency transportation, which may include transportation to health and social service providers, and transportation to social events for those with limited mobility. Transportation services should only be provided when informal transportation from family, neighbors, friends, or community agencies are unavailable AND when paratransit/public transit systems are inadequate for the transportation needs. Contractor shall pick up Client at one location and transport to another location; stay with the Client throughout the duration of the appointment or event; and transport back to the original location. This service will only be requested for clients of the Assisted Transportation or Support Services programs; no services will be requested for FCSP clients.

- 1. All mileage expenses provided for Supportive Services and Assisted Transportation clients, as identified in the HHSA Authorization, Agreement shall be in accordance with the current "Board of Supervisors Policy D-1 ", Issue date 12/13/2016, and as amended thereafter, which may be found in the Board of Supervisors Policy Manual: <https://www.edcgov.us/Government/Auditor-Controller/accountingformsandprocedures/Documents/BOS%20Travel%20Policy.pdf#search=travel%20policy%20travel%20policy>

Contractor services shall be available 24-hours per day, seven (7) days per week. Office hours are Monday through Friday, 8 a.m. to 5 p.m. Contractor's service area covers all of El Dorado County.

Contractor must contact the referred Client within three business days of receiving written service authorization to confirm service requests and schedule an initial intake. Contractor shall only begin services upon receipt of written authorization (HHSA Authorization) from the Program Supervisor or Manager. The County shall not reimburse for services that have not been pre-approved in writing.

Contractor will provide services based on availability of qualified individuals. Contractor may reject a written service authorization within one (1) business day when there is no available individual to adequately provide the requested services.

Should Contractor become aware of any incidents of abuse to Clients or fraud involving Clients during the performance of services under this Agreement, Contractor shall immediately report such instances to the County in writing and Contractor shall comply with mandated reporting requirements as set forth in the section titled, "Fraud or Abuse Reporting."

- 2) **ARTICLE IV, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$99,000.00 for all of the stated services during the term of the Agreement.

- 3) **ARTICLE XIX, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

- 4) **ARTICLE XX, Nondiscrimination**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit B, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit B upon request by County.

- 4) **ARTICLE XXVII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering the Family Caregiver Support Program portion of this Agreement is Yvette Wencke, Program Manager, Health and Human Services Agency, or successor. The County Officer or employee with responsibility for administering the Adult Protective Services

Program portion of this Agreement is Laura Walny, Program Manager, Health and Human Services Agency, or successor.

- 5) **ARTICLE XXXII, Additional Terms and Conditions, Number 22**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXII

Additional Terms and Conditions:

- 22) Federal Funding Notification:** An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled "Fiscal Considerations" or "Default, Termination, and Cancellation."
1. The Contractor must register and maintain an "Active" status within SAM at <https://sam.gov/content/home>.
 2. If County cannot access or verify "Active" status, the Contractor must immediately update the information as required.
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Aging that may apply to this contract:

Federal Funding Information			
Subrecipient:	DNT In Home Care, Inc. DBA Senior Helpers	UEI#: EJH6PNBCRMA3	
Subaward Term:	12/3/2020-9/30/2023	EIN #:	
Total Federal Funds Obligated: up to \$99,000			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.052	AP 2021-29		National Family Caregiver Support
93.747	2101CAAPC6		American Rescue Plan Act
16.575	XE 22 05 0090		Elder and Dependent Adult Abuse Program
Project Description:	Non-medical in-home support services		
Awarding Agency:	California Department of Aging		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: <u>NA</u>		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Award is for Research and development.		

6) **ARTICLE XXXV, Executive Order N-6-22 – Russia Sanctions** is hereby added to read as follows:

ARTICLE XXXV

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

7) **ARTICLE XXXVI, Electronic Signatures**, is hereby added to read as follows:

ARTICLE XXXVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of that Agreement #5133 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: ~~Yvette Wencke~~
Yvette Wencke (Aug 1, 2023 12:23 PDT)
Yvette Wencke
Program Manager, Senior Services
Health and Human Services Agency

Dated: 08/01/2023

By: Laura Walny
Laura Walny
Program Manager, Adult Protective Services
Health and Human Services Agency

Dated: 08/01/2023

Requesting Department Head Concurrence:

By: Olivia Byron-Cooper
Olivia Byron-Cooper (Aug 1, 2023 20:08 PDT)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 08/01/2023

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #5133 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 8/29/23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffulg
Deputy Clerk

Dated: 8/29/23

-- DNT IN HOME CARE, INC. doing business as SENIOR HELPERS --

By: Desiree Trunzo
Desiree Trunzo (Aug 2, 2023 13:24 PDT)
Desiree Trunzo
Chief Executive Officer
"Contractor"

Dated: 08/02/2023

By: Nicholas Trunzo
Nicholas Trunzo (Aug 2, 2023 16:27 PDT)
Nicholas Trunzo
Corporate Secretary

Dated: 08/02/2023

DNT In Home Care, Inc. dba Senior Helpers

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

08/02/2023

Date

Senior Helpers DNT In Home Care, INC

Type or write name of company

Desiree Trunzo
Desiree Trunzo (Aug 2, 2023 13:24 PDT)

Signature of authorized individual

Desiree Trunzo

Type or write name of authorized individual

