

# ORIGINAL

## AGREEMENT FOR SERVICES #203-S1410 AMENDMENT II

**THIS AMENDMENT II** to that Agreement #203-S1410, is made and entered into by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and A Helping Hand Homecare, LLC, duly qualified to conduct business in the State of California, whose principal place of business is 6092 Pony Express Trail, Suite 1, Pollock Pines, CA 95762 (hereinafter referred to as "Contractor") and whose Agent for Service of Process is Pete H. Messimore, 5592 Sierra Springs Drive, Pollock Pines, CA 95726.

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide in-home health care services on an "as requested" basis for clients of the Health and Human Services Agency, Mental Health Division (hereinafter referred to as "Client" or "Clients") in accordance with Agreement for Services #203-S1410 dated November 22, 2013, incorporated herein and made by reference a part hereof; and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide home health care services on an "as requested" basis for clients ("Clients") of the Health and Human Services Agency, Community Services Division; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, the parties hereto have mutually agreed to increase the maximum obligation of the Agreement for future services commencing upon final execution of this Amendment II to that Agreement #203-S1410, amending **Article III – Compensation for Service**; and updating the Administrator of the Agreement thereby amending **Article XXV – Administrator**;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #203-S1410 shall be amended a second time as follows:

- 1) **Article III – Compensation for Services shall be amended and replaced in its entirety to read as follows:**

### **ARTICLE III**

**Compensation for Services:** Compensation for the period November 22, 2013 through November

21, 2014, shall be in accordance with the original contract. Compensation from November 22, 2014 up to the date of final execution of this Amendment II to Agreement #203-S1410, shall be in accordance with Amendment I to Agreement #203-S1410. From the date of execution of this Amendment II through the end of the term of this Agreement, Compensation shall be as outlined in Exhibit F – Compensation for Mental Health Division Services, attached hereto and incorporated by reference herein, and Exhibit G – Compensation for Community Services Division Services, attached hereto and incorporated by reference herein. As per the terms of the respective Exhibits, compensation for “current/active clients” falls within the terms of the agreement in place at the time within which services were first initiated for the client.

2) Article XXV – Administrator shall be amended and replaced in its entirety to read as follows:

**ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement for the Mental Health Division is Jamie Samboceti, Manager of Mental Health Programs, Health and Human Services Agency, or successor.

The County Officer or employee with responsibility for administering this Agreement for the Community Services Division is, Michelle Hunter, Program Manager, Health and Human Services Agency, or successor.

Except as herein amended, all other parts and sections of that Agreement #203-S1410 and Amendment I to Agreement for Services #203-S1410 shall remain unchanged and in full force and effect.

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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  \_\_\_\_\_ Dated: 3/3/14 \_\_\_\_\_  
Jamie Samboceti  
Manager of Mental Health Programs  
Health and Human Services Agency

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Michelle Hunter  
Program Manager  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Ashton, M.P.A., Director  
Health and Human Services Agency

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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jamie Samboceti  
Manager of Mental Health Programs  
Health and Human Services Agency

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Michelle Hunter Dated: 3/3/16  
Michelle Hunter  
Program Manager  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

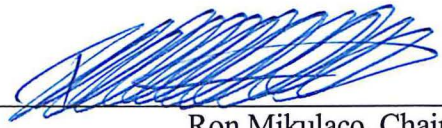
By: Don Ashton Dated: 3/3/2016  
Don Ashton, M.P.A., Director  
Health and Human Services Agency

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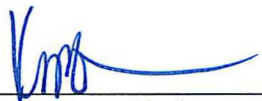
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #204-S1410 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3/22/16

By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

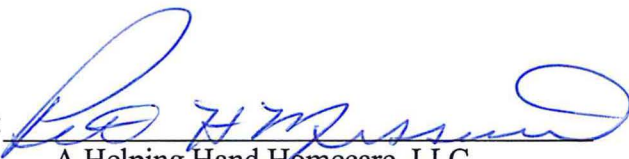
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 3/22/16

-- CONTRACTOR --

A HELPING HAND HOMECARE, LLC

By:   
A Helping Hand Homecare, LLC.,  
A California Corporation  
Its Member  
By: Peter H. Messimore, President  
"Contractor"

Dated: 3/7/16

**EXHIBIT F**  
**AGREEMENT FOR SERVICES #203-S1410, Amendment II**  
**Mental Health Division**

**ARTICLE III**

**Compensation for Services:** Contractor may submit invoices for services as frequently as every two weeks but no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled “Scope of Services.” For services provided pursuant to request by the Health and Human Services Agency Mental Health Division, Contractor shall so indicate on each invoice “For services provided for the Mental Health Division.”

For services provided herein, County agrees to process Contractor’s invoices immediately and request expedited payment.

A. Rates: The following rates shall be effective upon final execution of this Amendment II to that Agreement #203-S1410.

Description of Services	Length of Service	Rate
<b>Hourly Rates</b>		
<b>Emergency Staffing:</b> As requested by County.	Three (3) hour visit	\$25.50 / hour
<b>Homemaker Services:</b> Includes light housekeeping; laundry; removal and replacement of bedding (sheets, pillowcases, blankets, etc.); meal preparation and clean up; grocery shopping; remind/assist with medications; and stand-by ambulation and bathing.	Four (4) or more hours	\$21.00 / hour
<b>Skilled Services:</b> Includes everything listed under Homemaker Services, plus: hands-on assistance with toileting; incontinence care; bathing; dressing; personal hygiene; wound dressing; transfers; and ambulation. Bed-bound clients are repositioned every two (2) hours; receive a “bed bath”; incontinence care; dressing; assistance with feeding; pain monitoring.	Four (4) or more hours	\$23.25 / hour
<b>Two-to-Three Hour Visit:</b> Services authorized by County within scope of Contractor’s service offerings.	Two to three (2-3) hour visit	\$25.50 / hour
<b>Per Visit Rates</b>		
<b>Bath:</b> Assistance with toileting, sponge/bed bath, bath, or shower; dressing for day or nighttime. Clean up after bathing. Remind/assist with medication(s). Prepare small meal.	One and one-half (1.5) hours	\$41.00 / visit
<b>Pop-In Safety Visit:</b> This visit is designed as a safety wellness visit. The care professional will make sure Client is clean and safe, will prepare a small meal, and remind/assist with medication(s).	Up to one (1) hour	\$27.00 / visit
<b>Sleep Over:</b> Assistance with toileting, fluids, and medication reminder/assistance. Contractor shall receive	Twelve (12) hours	\$195.00 / visit

Description of Services	Length of Service	Rate
five (5) to seven (7) hours of sleep in a private bed.		
<b>Twenty-four (24) Hour Visits:</b> Includes all services defined herein, including, but not limited to day-to-day household chores like watering plants inside and out, taking trashcan to the curb, and picking up mail. Contractor shall receive eight (8) hours of sleep in a private bed.	Twenty-four (24) hours	\$320.00 / visit
<b>Other</b>		
<b>Transportation Only:</b> Pick up Client at one location and transport to another location; stay with Client throughout duration of appointment or event; transport back to original location. All travel, including mileage, shall be in accordance with the County of El Dorado Board of Supervisors Travel Policy D-1, attached hereto as Exhibit B and incorporated by reference herein.	Requires 48-72 hour advance notice to schedule transportation.	\$18.50/hour plus mileage
<ol style="list-style-type: none"> <li>1. If services are required for more than one (1) Client in the home, an additional charge of \$10.00/hour will be added if the additional person requires assistance with personal hygiene (incontinence care, bathing, transfers, range of motion exercises, dressing, etc.). Otherwise, there is no additional charge.</li> <li>2. Mileage will be charged if Contractor drives over ten (10) miles to Client's location. Said mileage shall be charged in accordance with Exhibit B.</li> <li>3. Personal interview available free of charge; County will receive a copy of the individual's assessment.</li> <li>4. If a rate increase becomes necessary in the future, it shall not apply to current/active Clients.</li> </ol>		

- B. Travel occurring in performance of services under this Agreement #203-S1410 shall be documented on a Travel Log similar to Exhibit H, attached hereto and incorporated by reference herein. Exhibit H is for purposes of example only and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement's Contract Administrator.
- C. Invoices / Remittance: Shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Health Services Fiscal Unit	A Helping Hand Homecare, LLC 6092 Pony Express Trail, Suite 1 Pollock Pines, CA 95726 Attn: Pete Messimore

- D. The total contractual obligation for services provided during the term of this Agreement is hereby increased by \$125,000 for a total not to exceed contractual obligation of \$470,000.

**EXHIBIT G**  
to  
**AGREEMENT FOR SERVICES #203-S1410, AMENDMENT II**  
**“Compensation for Community Services Division Services”**

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered, including the name of the Program for which services were provided. Contractor shall submit invoices for services thirty (30) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled “Scope of Services.”

For services provided pursuant to request by the Health and Human Services Agency Community Services Division (“HHS Community Services Division”), Contractor shall indicate either Family Caregiver Support Program (“FCSP”) or Multipurpose Senior Services Program (“MSSP”) on each invoice.

A. Rates: The following rates shall be effective upon final execution of this Amendment II to that Agreement #203-S1410.

Description of Services	Length of Service	Rate
<b>Hourly Rates</b>		
<b>Emergency Staffing / Respite In-Home Supervision:</b> As requested by County.	Three (3) hour visit	\$25.50 / hour
<b>Homemaker Services / Respite Homemaker/Chore Services:</b> Includes light housekeeping; laundry; removal and replacement of bedding (sheets, pillowcases, blankets, etc.); meal preparation and clean up; grocery shopping; remind/assist with medications; and stand-by ambulation and bathing.	Four (4) or more hours	\$21.00 / hour
<b>Skilled Services / Respite Personal Care:</b> Includes everything listed under Homemaker Services, plus: hands-on assistance with toileting; incontinence care; bathing; dressing; personal hygiene; wound dressing; transfers; and ambulation. Bed-bound clients are repositioned every two (2) hours; receive a “bed bath”; incontinence care; dressing; assistance with feeding; pain monitoring.	Four (4) or more hours	\$23.25 / hour
<b>Two-to-Three Hour Visit / Respite In-Home Supervision:</b> Services authorized by County within scope of Contractor’s service offerings.	Two to three (2-3) hour visit	\$25.50 / hour
<b>Per Visit Rates</b>		
<b>Bath / Respite Personal Chore:</b> Assistance with toileting, sponge/bed bath, bath, or shower; dressing for day or nighttime. Clean up after bathing. Remind/assist with medication(s). Prepare small meal.	One and one-half (1.5) hours	\$41.00 / visit
<b>Pop-In Safety Visit:</b> This visit is designed as a safety	Up to one (1) hour	\$27.00 / visit



Description of Services	Length of Service	Rate
wellness visit. The care professional will make sure Client is clean and safe, will prepare a small meal, and remind/assist with medication(s).		
<b>Sleep Over:</b> Assistance with toileting, fluids, and medication reminder /assistance. Contractor shall receive five (5) to seven (7) hours of sleep in a private bed.	Twelve (12) hours	\$195.00 / visit
<b>Twenty-four (24) Hour Visits:</b> Includes all services defined herein, including, but not limited to day-to-day household chores like watering plants inside and out, taking trashcan to the curb, and picking up mail. Contractor shall receive eight (8) hours of sleep in a private bed.	Twenty-four (24) hours	\$320 / visit
<b>Other</b>		
<b>Transportation Only:</b> Pick up Client at one location and transport to another location; stay with Client throughout duration of appointment or event; transport back to original location. All travel, including mileage, shall be in accordance with the County of El Dorado Board of Supervisors Travel Policy D-1, attached hereto as Exhibit B and incorporated by reference herein.	Requires 48-72 hour advance notice to schedule transportation.	\$18.50 / hour plus mileage
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- C. Invoices / Remittance: Shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency 937 Spring Street Placerville, CA 95667 Attn: Family Caregiver Support Program ("FCSP") or Multipurpose Senior Services Program ("MSSP")	A Helping Hand Homecare, LLC 6092 Pony Express Trail, Suite 1 Pollock Pines, CA 95726 Attn: Pete Messimore

D. The maximum contractual obligation of the County's HHS Community Services Division under this Agreement shall not exceed \$17,000 for all of the stated services during the term of the Agreement.

