

**AGREEMENT FOR SERVICES #4782
AMENDMENT I**

Non-Medical Support Services provided in the Home
Family Caregiver Support Program and Supportive Services

This Amendment I to that Agreement for Services #4782 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 Elder Options, Inc., a California Corporation, duly qualified to conduct business in the State of California whose principal place of business is 82 Main Street, Placerville, CA 95667 (Mailing: PO Box 2113, Placerville, CA 95667) and whose Agent for Service of Process is Donald Ray Heape Sr., 2911 W. Ridgewood Drive, Placerville, CA 95667 (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) and Supportive Services of the County's Health and Human Services Agency, in accordance with Agreement for Services #4782, dated May 19, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article III – "Compensation for Services, A. Rates;" Article IV – "Maximum Obligation;" Article VIII – "Assignment and Delegation;" Article XX – "Nondiscrimination;" Article XXXII – "Additional Terms and Conditions, 23) Catalog of Federal Domestic Assistance;" and

WHEREAS, the parties hereto have mutually agreed to add ARTICLE XXXV – "Audits, Compliance, and Monitoring;" and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to that Agreement 4782.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4782 shall be amended a first time as follows:

1) ARTICLE III – Compensation for Services, A. Rates shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

- A. **Rates:** Rates for the services provided pursuant to this Agreement shall be as set forth below. The Fiscal Year (FY) is July 1- June 30. In no event shall rates exceed the actual cost of services provided.

Description of Services	Hourly Rate FY 2020-21	Hourly Rate FY 2021-22	Hourly Rate FY 2022-23
Chore; Supplemental Personal Care; Supplemental Protective Supervision; Respite In-home; and Transport -Escort	\$31.42/Hr. (Effective upon final execution of Amendment 1.)	\$33.98/Hr.	\$36.65/Hr.

- 2) **ARTICLE IV – Maximum Obligation** shall be amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$100,000 for all of the stated services during the term of the Agreement.

- 3) **ARTICLE VIII – Assignment and Delegation** shall be amended in its entirety to read as follows:

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor’s compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

- 4) **ARTICLE XX – Nondiscrimination** shall be 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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, 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 8103.

5) ARTICLE XXXII – Additional Terms and Conditions, 23) Catalog of Federal Domestic Assistance shall be amended in its entirety to read as follows

ARTICLE XXXII

Additional Terms and Conditions:

23) 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 Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA 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 Agreement:

Subrecipient Information		
Subrecipient:	Elder Options, Inc.	DUNS #:
Subaward Term:	7/1/2020 - 6/30/2023	EIN #:
Total Federal Funds Obligated: up to \$100,000		

Subrecipient Information			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.052	2001CAO AFC-00	7/01/2020 - 6/30/2021	Older American Act Title III – Family Caregivers
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 – Audits, Compliance, and Monitoring** is added as follows:

ARTICLE XXXV

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled “Default, Termination, and Cancellation.”
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County’s right to enforce.

Except as herein amended, all other parts and sections of that Agreement #4782 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Richard Todd, MBA
Program Manager
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Semon
Director
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #4782 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

ELDER OPTIONS, INC.
A CALIFORNIA CORPORATION

By: _____
Carol Heape
CEO
"Contractor"

Dated: _____

By: _____
Elizabeth Heape Caldwell
Corporate Secretary

Dated: _____

zmm