

# ORIGINAL

## AGREEMENT FOR SERVICES 541-S1110

### AMENDMENT II

#### Home Health Care Services

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This Amendment II to that Agreement for Services 541-S1110, 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 A Helping Hand Homecare, LLC., a California Corporation, 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 95726 and whose Agent for Service of Process is CSC – Lawyers Incorporating Service, (C1592199); (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide home health care services on an "as requested" basis for clients ("Clients") of the Health and Human Services Agency (HHSA) in accordance with Agreement for Services 541-S1110, dated June 15, 2011 and Amendment I, dated August 17, 2012; incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article XXVIII – Administrator**, and **Exhibit A - Rate Sheet**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XXXIX – Nonresident Withholding**, **Article XXXX - Waivers**, and **Article XXXXI - No Third Party Beneficiaries**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services 541-S1110 shall be amended a Second time as follows:

#### **ARTICLE XXVIII**

**Administrator:** The county Officer or employee with responsibility for administering this Agreement is Anne Spuur, MSSP Site Director, Health and Human Services Agency, or successor.

#### **ARTICLE XXXIX**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7)

percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXXX**

**Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

**ARTICLE XXXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

Except as herein amended, all other parts and section of that Agreement 541 – S1110 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Mark A. Contois, MSW  
Mark Contois, Assistant Director  
Health and Human Services Agency

Dated: 10-2-2012

**Requesting Department Head Concurrence:**


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

Dated: 10-2-2012

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**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to that Agreement for Services 541-S1110 on the dates indicated below.

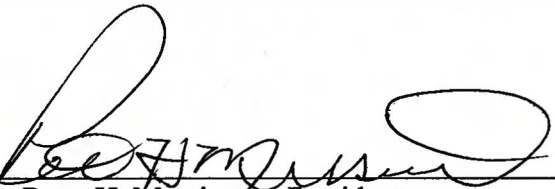
**-- COUNTY OF EL DORADO --**

By:   
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 10/25/12

**-- CONTRACTOR --**

**A HELPING HAND HOMECARE, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY**

By:   
Peter H. Messimore, President  
"Contractor"

Dated: 10/13/12

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Amended Exhibit A



**A Helping Hand Home Care, LLC  
ENCOURAGING & SECURING INDEPENDENT LIVING**

**Rate Sheet**

**Pop-In Safety visit, up to one hour \$25.00/visit**

This visit is designed as a safety wellness visit. Our care professional will make sure our client is clean and safe, will also prepare a small meal and or remind/assist with medications. And as always, companionship.

**Bath (1.5/hr) visit \$35.00/visit**

Our care professional will assist with toileting, sponge/bed bath, bath and or shower. Dressing for day or night time, remind/assist with medications, clean up after bathing and fix small meal (time allotting). And as always, companionship.

**Two to Three hour visit \$24.00/hr**

You may use our care professional for any services our agency has to offer. And as always, companionship.

**Transportation Only \$15.00/hr plus mileage at El Dorado County rate**

Our care professional will pick up our client from one location transport to another and return. They will stay with our client through out the duration of appointment visit. It is imperative that you call 48 to 72 hours in advance to schedule a transport visit. And as always, companionship.

**Homemaker Services (4+/hr) visit \$19.75/hr**

This service offers light housekeeping, laundry, bed stripping/making, meal preparation & clean up, grocery shopping, medication remind/assist, stand by ambulation & bathing. And as always, companionship.

**Skilled Services (4+/hr) visit \$22.00/hr**

This service offers everything under homemaker in addition too: hands on assistance with toileting, incontinent care, bathing, dressing, personal hygiene, wound dressing, transfers, and ambulation. Bed bound clients are repositioned every two hours, bed bath, incontinent care, dressing, assist with feeding and pain monitoring. And as always, companionship.

**Sleep Over (12/hr) visit \$160.00/visit**

This service is created to assist your loved one through the night, so you may get some sleep. Our professional will assist with toileting, fluids, and remind/assist with medications. Our employee must receive five to seven hours sleep in a private bed. And as always, companionship.

**Twenty four hour visits \$250.00/visit**

This service covers all the above in addition to but not limited to day to day house hold chores like water plants inside and out, taking trash can to curb, picking up mail etc... Our employee must receive eight hours sleep in a private bed. And as always, companionship.

**Emergency staffing available at \$25.00/hr with a Three-hour visit.**

1. If services are needed for more than one client in the home additional charge of \$10.00/hr will be added if the additional person requires assistance with personal hygiene such as (incontinent care, bathing, transfers, range of motion exercises, dressing) requiring any hands on assistance. Other wise there is no additional charge.
2. Mileage is charged if our care professionals drive over ten miles to our client's home. Note- (We always do our best to assign a care professional with in the ten miles).
- \* 3. Mileage is charged if our care professionals are asked to run an errand or transport the client while on a chore visit and the care professional uses their own vehicle.
4. A Helping Hand will bill mileage according to El Dorado County rate.
5. No rate increase for current/active clients

# ORIGINAL

AGREEMENT FOR SERVICES #541-S1110  
AMENDMENT I  
Home Health Care Services

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**THIS AMENDMENT I** to that Agreement for Services #541-S1110, 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 A Helping Hand Homecare, LLC, a California Limited Liability Company, 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 95726 and whose Agent for Service of Process is CSC – Lawyers Incorporating Service, (C1592199); (hereinafter referred to as "Contractor");

## RECITALS

**WHEREAS**, Contractor has been engaged by County to provide home health care services on an "as requested" basis for clients ("Clients") of the Department of Human Services, in accordance with Agreement for Services #541-S1110, dated June 15, 2011, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the Department of Human Services has been reorganized and is now known as Human Services, a Department of the Health and Human Services Agency; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XXI – Indemnity, ARTICLE XXII – Insurance, ARTICLE XXVI – Debarment and Suspension Certification, XXVII – Notice to Parties and ARTICLE XXVIII - Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXVIII – Contractor Appeal Process**.

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #541-S1110 shall be amended a first time as follows:



## **ARTICLE XXI**

**Indemnity:** The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The Contractor further agrees to indemnify, defend and save harmless the State of California and the California Department of Aging, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## **ARTICLE XXII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in

- effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions (including an endorsement page for the "additional insured" language) stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

## **ARTICLE XXVI**

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

- 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 application/proposal/agreement 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 of destruction of records, making false statements, or

- receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
  - D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
  - E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
  - F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

#### **ARTICLE XXVII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: KEN WESTON, MSSP SITE DIRECTOR

or to such other location as County directs with a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

A HELPING HAND HOME CARE LLC  
6092 PONY EXPRESS TRAIL, SUITE 1  
POLLOCK PINES, CA 95726  
ATTN: PETER H. MESSIMORE

or to such other location as Contractor directs.



**ARTICLE XXVIII**

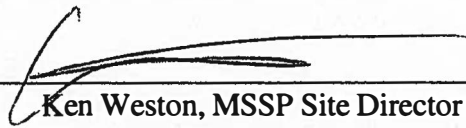
Administrator: The County Officer or employee with responsibility for administering this Agreement is Ken Weston, MSSP Site Director, Health and Human Services Agency, or successor.

**ARTICLE XXXVI**

**Contractor Appeal Process:** The County shall administer a written Contractor appeal process to assure fair consideration and disposition of any Contractor appeals to the County. Such appeals shall be made in writing to the Multi-Purpose Senior Services Program (hereinafter referred to as "MSSP") Site Director within 30 days of receiving a written notification of action from the County. The written appeal shall contain pertinent Contractor information, identification of the action being appealed, the specific basis for appeal and all supporting documentation necessary to substantiate the appeal. The MSSP Site Director shall issue a written decision on the appeal within 60 days of receiving the complete appeal package. Final authority to decide claims shall be vested with the County.

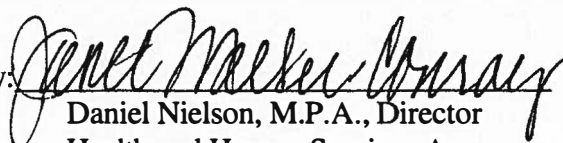
Except as herein amended, all other parts and section of that Agreement #541-S1110 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
Ken Weston, MSSP Site Director  
Health and Human Services Agency

Dated: 7-25-12


**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

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

Dated: 7/25/12

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #541-S1110 on the dates indicated below.

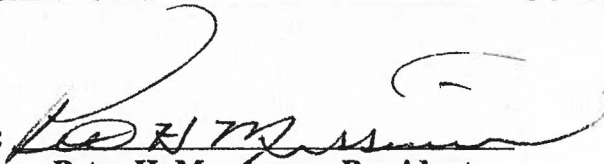
-- COUNTY OF EL DORADO --

By:   
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 8/17/12

-- CONTRACTOR --

A HELPING HAND HOMECARE, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

By:   
Peter H. Messimore, President  
"Contractor"  
*sh*

Dated: 7/26/12

ABH *sh*

**ORIGINAL**

AGREEMENT FOR SERVICES #541-S1110

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and A Helping Hand Home Care, 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 95726, and whose Agent for Service of Process is CSC – Lawyers Incorporating Service, (C1592199), (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has entered into various Agreements with various State Agencies and Departments; 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 ("Client") of the Department of Human Services; and

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

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provisions of these services provided by Contractor are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000.

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor shall provide experienced and trained staff to provide home health care services for Clients on an "as requested" basis for the Department of Human Services. Contractor agrees to provide appropriately licensed or certified persons to provide such care to Clients as prescribed or approved by a physician. Such health care may include, but not be limited to, homemakers, care-companions, Home Health Aids and Certified Nursing Assistants. Contractor services are available 24-hours a day, seven (7) days a week. Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractor's service area covers all of El Dorado County. Services will not include the transport of Clients by Contractor unless specifically authorized.

Contractor shall only begin services for a specific Client upon receipt of written authorization from the Program Supervisor or Manager. The County will not pay for services that have not been pre-approved.

If Contractor has any knowledge of fraud or abuse to Clients during the performance of these services or as a part of Contractor operations, it must report such instances to County, in writing, immediately.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of June 26, 2011 through June 25, 2014.

## **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. For the purposes hereof, the billing rate shall be in accordance with Exhibit "A", marked "A Helping Hand Rate Sheet", incorporated herein and made by reference a part hereof. Mileage reimbursement shall be made in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$50,000.00, inclusive of all expenses, for the three (3) year period.

## **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters

pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE VI**

**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.

#### **ARTICLE VII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE IX**

**Availability of Funds:** This Agreement is valid and enforceable only if sufficient funds are made available to the States by the United States government and those funds are released by the State to the County for the services to be provided under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

The County's obligation for payment of any Agreement beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

## **ARTICLE X**

**Non-Discrimination:** During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family leave care. The Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2). The applicable regulations of the Fair Employment and Housing Commission implementing Government code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall comply with the following Provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the American's with Disabilities Act.

## **ARTICLE XI**

**Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,



amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **ARTICLE XII**

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

### **A. Permitted Uses and Disclosures of PII by Contractor.**

- (1) **Permitted Uses and Disclosures.** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) **Specific Uses and Disclosures provisions.** Except as otherwise indicated in the Agreement, Contractor shall:
  - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and

- (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

**B. Responsibilities of Contractor.**

- (1) Contractor agrees to safeguards:
  - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - (a) Network based firewall and/or personal firewall; and
  - (b) Continuously updated anti-virus software; and
  - (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
- (4) Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

### **ARTICLE XIII**

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

### **ARTICLE XIV**

**Compliance with all Federal, State and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety, and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies, and shall maintain these throughout the term of the Agreement.

### **ARTICLE XV**

**Fraud or Abuse Reporting:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to provisions of Welfare and Institution Code, Section 15630-15632. Additionally, during the performance of this Agreement, the Contractor shall report immediately, by phone to (530) 621-6369, or other such phone number that may be provided, and in writing, to the County of El Dorado Department of Human Services at 937 Spring Street, Placerville, CA 95667, any known or suspected incidents of fraud or abuse to Clients or household occupants observed or learned of during the delivery of Contractor services.

## **ARTICLE XVI**

**Security Awareness Training:** As condition of Contractor performing services for the County of El Dorado, Contractor shall provide ongoing education and training, at least annually, for all employees who handle personal, sensitive or confidential information. Such employees of Contractor shall complete the California Department of Aging's (CDA) Security Awareness Training, which may be accessed on the CDA website at [www.aging.ca.gov](http://www.aging.ca.gov), within 30 days of the start date of the Agreement or within 30 days of the start date of employment with Contractor, and annually thereafter for the term of this Agreement. Contractor may substitute CDA's Security Awareness Training program with a training program that meets or exceeds CDA's training requirement. The Contractor shall maintain documentation of training and education provided to its employees and provide copies to El Dorado County within 60 days of receipt of the executed Agreement or within 60 days of the starting date of any new employee for whom this training is required. The County of El Dorado will provide Contractor with CDA's Security Awareness Training document with the executed Agreement.

## **ARTICLE XVII**

**Access to Records:** Contractor shall provide access to the Federal, State, County or Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

## **ARTICLE XVIII**

**Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-87. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

## **ARTICLE XIX**

**Annual Audit:** Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County's Department of Human Services at the address listed in Agreement's "Notice to Parties" article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the DHS address listed in agreement's "Notice to Parties" article. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

## **ARTICLE XX**

### **Default, Termination and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** Either party may terminate this Agreement in the event the other party ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation Without Cause:** Either party may terminate this Agreement in whole or in part seven (7) calendar days upon written notice to County for any reason.

If such prior termination is effected, County shall pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, El Dorado reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XXI**

**Indemnity:** The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XXII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times



during the term of this Agreement, Contractor agrees to provide within (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Only in cases of Contractor's sole negligence, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

### **ARTICLE XXIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **ARTICLE XXIV**

**Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 3 (commencing with Section 15600) of Chapter 11 of Part 3 of Division 9 of the California Welfare and Institutions Code, also known as The Elder Abuse and Dependent Adult Civil Protection Act.

### **ARTICLE XXV**

**Fingerprinting.** Pursuant to California Penal Code §11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement.

Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding

convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

#### **ARTICLE XXVI**

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76, and Contractor further certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- B. Have not, within the three-year period preceding this Agreement, 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 of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not, within the three-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier or subrecipient covered transactions and in all solicitations for lower tier or subrecipient covered transactions in accordance with 45.C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State governments, County may immediately terminate this Agreement for cause or default.

**ARTICLE XXVII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: JANET WALKER-CONROY, ASSISTANT DIRECTOR

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

A HELPING HAND HOME CARE, LLC  
6092 PONY EXPRESS TRAIL, SUITE 1  
POLLOCK PINES, CA 95726  
ATTN: PETER H. MESSIMORE

or to such other location as the Contractor directs.

**ARTICLE XXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Janet Walker-Conroy, Assistant Director, Department of Human Services, or successor.

**ARTICLE XXIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial

interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XXX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXXI**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXXII**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXXIII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXXIV**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXXV**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXVI**

**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXXVII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: *Janet Walker-Conroy* Dated: 5/20/11  
Janet Walker-Conroy, Assistant Director  
Department of Human Services

**Requesting Department Head Concurrence:**

By: *Daniel Nielson* Dated: 5.24.2011  
Daniel Nielson, M.P.A. Director  
Department of Human Services

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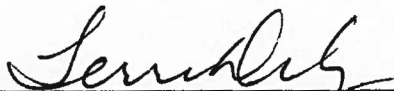
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #541-S1110 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

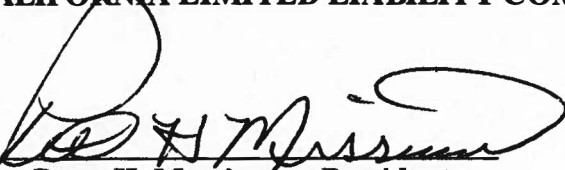
-- COUNTY OF EL DORADO --

By:   
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 6/15/11

-- CONTRACTOR --

A HELPING HAND HOMECARE, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

By:   
Peter H. Messimore, President  
"Contractor"

Dated: 6/1/11

By: \_\_\_\_\_  
Corporate Secretary

Dated: \_\_\_\_\_

Exhibit "A"



# A HELPING HAND

Full Service Non-Medical Home Care Agency

## Rate Sheet

### Pop-In Safety visit, up to one hour \$25.00/visit

This visit is designed as a safety wellness visit. Our care professional will make sure our client is clean and safe, will also prepare a small meal and or remind/assist with medications. And as always, companionship.

### Bath (1.5/hr) visit \$35.00/visit

Our care professional will assist with toileting, sponge/bed bath, bath and or shower. Dressing for day or night time, remind/assist with medications, clean up after bathing and fix small meal (time allotting). And as always, companionship.

### Two to Three hour visit \$24.00/hr

You may use our care professional for any services our agency has to offer. And as always, companionship.

### Transportation Only \$15.00/hr plus mileage at El Dorado County rate

Our care professional will pick up our client from one location transport to another and return. They will stay with our client through out the duration of appointment visit. It is imperative that you call 48 to 72 hours in advance to schedule a transport visit. And as always, companionship.

### Homemaker Services (4+/hr) visit \$19.75/hr

This service offers light housekeeping, laundry, bed stripping/making, meal preparation & clean up, grocery shopping, medication remind/assist, stand by ambulation & bathing. And as always, companionship.

### Skilled Services (4+/hr) visit \$22.00/hr

This service offers everything under homemaker in addition too: hands on assistance with toileting, incontinent care, bathing, dressing, personal hygiene, wound dressing, transfers, and ambulation. Bed bound clients are repositioned every two hours, bed bath, incontinent care, dressing, assist with feeding and pain monitoring. And as always, companionship.

### Sleep Over (12/hr) visit \$160.00/visit

This service is created to assist your loved one through the night, so you may get some sleep. Our professional will assist with toileting, fluids, and remind/assist with medications. Our employee must receive five to seven hours sleep in a private bed. And as always, companionship.

### Twenty four hour visits \$250.00/visit

This service covers all the above in addition to but not limited to day to day house hold chores like water plants inside and out, taking trash can to curb, picking up mail etc... Our employee must receive eight hours sleep in a private bed. And as always, companionship.

1. If services are needed for more than one client in the home an additional charge of \$10.00/hr will be added if the additional person requires assistance with personal hygiene (incontinent care, bathing, transfers, range of motion exercises, dressing) any hands on. Other wise there is no additional charge.
2. Mileage is charged if our care professionals drive over ten miles to our client's home. Note- (We always do our best to assign a care professional with in the ten miles).
3. A Helping Hand will bill mileage according to El Dorado County rate.
4. We will gladly come out to your home for a personal interview of our agency free of charge. However if a complete individual assessment is done and our services are not used with-in 30 days, a \$50.00 charge for travel/paper fee. You will receive a copy of the individual's assessment. Does not apply to El Dorado County.
5. We require a one week deposit before services can begin. If payments are made in good standing for 90 days or equal to (6 invoices) your deposit is returned with in one business week. Does not apply to El Dorado County.
6. No rate increase for current/active clients



## Exhibit "B"

### COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

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

#### BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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

**POLICY:**

**1. General Policy**

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



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>	<b>Policy Number</b>	<b>Page Number:</b>
<b>TRAVEL</b>	<b>D - 1</b>	<b>Page 6 of 13</b>
	<b>Date Adopted:</b>	<b>Revised Date:</b>
	<b>12/22/1987</b>	<b>10/20/2009</b>

- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
  - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

**Subject:**

**TRAVEL**

**Policy Number**

**D - 1**

**Page Number:**

**Page 7 of 13**

**Date Adopted:**

**12/22/1987**

**Revised Date:**

**10/20/2009**

and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

**5. Reimbursement Rates**

a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>	<b>Policy Number</b>	<b>Page Number:</b>
<b>TRAVEL</b>	<b>D - 1</b>	<b>Page 8 of 13</b>
	<b>Date Adopted:</b>	<b>Revised Date:</b>
	<b>12/22/1987</b>	<b>10/20/2009</b>

officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

**c. Meals**

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

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





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>	<b>Policy Number</b>	<b>Page Number:</b>
<b>TRAVEL</b>	D - 1	Page 9 of 13
	<b>Date Adopted:</b>	<b>Revised Date:</b>
	12/22/1987	10/20/2009

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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

the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. **Other Expenses**

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>	<b>Policy Number</b>	<b>Page Number:</b>
<b>TRAVEL</b>	<b>D - 1</b>	<b>Page 11 of 13</b>
	<b>Date Adopted:</b>	<b>Revised Date:</b>
	<b>12/22/1987</b>	<b>10/20/2009</b>

department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

**6. Advance Payments**

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

**7. Compliance - Claimant Responsibility**

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

**8. Procedures:**

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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

- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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

end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

**h. Expense Claim Form**

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.