

**ORIGINAL**

AGREEMENT FOR SERVICES #5133  
AMENDMENT I  
Non-Medical Support Services provided in the Home  
Family Caregiver Support Program & Supportive Services

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

**RECITALS**

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

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Scope of Services; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

**WHEREAS**, the parties hereto have mutually agreed to amend ARTICLE I Scope of Services, ARTICLE III Compensation, ARTICLE IV Maximum Obligation, ARTICLE VII Contractor to County and ARTICLE IX Independent Contractor/Liability; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000; and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to Agreement #5133; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #5133 shall be amended a first time and **Articles I, III, IV, VII, and IX** are amended in their entirety to read as follows:

#### **ARTICLE I**

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

Services may include but are not limited to:

- A. Chores: A chore is for purposes of household support and applies to the performance of household tasks rather than to the care of the participant. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance. Instruction in performing household tasks and meal preparation may also be provided to the participant under this category. Chores may only be provided above and beyond those available through the In-Home Supportive Services (IHSS) Program or for those clients who are not eligible for IHSS.
- B. Supplemental Personal Care Services: Provided to those clients whose needs exceed the maximum amount of available under IHSS or who are in circumstances where the individual lacks a provider. Services under this category provide assistance to the participant for the purposes of maintaining bodily hygiene, personal safety, and activities of daily living which are essential to the health and welfare of the recipient. These tasks must be non-medical in nature and included feeding, bathing, oral hygiene, grooming, dressing, care of, and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and/or other types of repositioning, assistance with walking, and transferring. Instruction in self-care may also be provided and may include assistance with the preparation of meals. Chores that are ancillary to the provision of care may be included in this category, but should not be the primary/central activity (e.g. a soiled bed linen may be changed, washed and put away).

- C. Supplemental Protective Supervision: Ensures provision of supervision in the absence of the usual care provide to persons in their own homes who are very frail or may suffer a medical emergency, to prevent immediate placement in an acute care hospital, nursing facility, or other 24-hour Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also include checking on a participant through a visit to the participant's home to assess the client's situation during an emergency.
- D. Respite In-Home includes the supervision and care of a participant while the family or other individual who normally provide unpaid informal care take short-term relief or respite. Respite may also be needed in order to cover emergencies and extended absences of the regular paid caregiver.
- E. Social Reassurance/Support: Includes periodic telephone contact, visiting, or other social reassurance services to verify that that individual is not in medical, psychological, or social crisis, or otherwise to offset isolation.
- F. Transportation: Escort services provide access to the community via non-emergency transportation, which may include transportation to health and social service providers, and transportation to social events for those with limited mobility. Transportation services should only be provided when informal transportation from family, neighbors, friends, or community agencies are unavailable AND when paratransit/public transit systems are inadequate for the transportation needs. Contractor shall pick up Client at one location and transport to another location; stay with the Client throughout the duration of the appointment or event; and transport back to the original location. This service will only be requested for clients of the Assisted Transportation or Support Services programs; no services will be requested for FCSP clients.
  - 1. All mileage expenses provided for Supportive Services and Assisted Transportation clients, as identified in the HHSA Authorization, Agreement shall be in accordance with the current "Board of Supervisors Policy D-1 ", Issue date 12/13/2016, and as amended thereafter, which may be found in the Board of Supervisors Policy Manual: <https://www.edcgov.us/Government/Auditor-Controller/accountingformsandprocedures/Documents/BOS%20Travel%20Policy.pdf#search=travel%20policy%2Ctravel%20policy>

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

Contractor shall only begin services upon receipt of written authorization (HHSA Authorization) from the Program Supervisor or Manager. The County shall not reimburse for services that have not been pre-approved in writing.

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

**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.

<b>Description of Services</b>	<b>Hourly Rate FY 2020-21</b>	<b>Hourly Rate FY 2021-22</b>	<b>Hourly Rate FY 2022-23</b>	<b>Hourly Rate FY 2023-24</b>
Chore; Supplemental Personal Care; Supplemental Protective Supervision; Respite In-home;	\$26.00/Hr.	\$32.00/Hr.	\$32.00/Hr.	\$34.00/Hr.
Transport –Escort (non-emergency, non-medical/wheelchair)	\$26.00/Hr. +Mileage	\$32.00/Hr. +Mileage	\$32.00/Hr. +Mileage	\$34.00/Hr. +Mileage
Social Reassurance/ Support	\$40/Hr.	\$50.00/Hr.	\$50.00/Hr.	\$60.00/Hr.

**B. Reporting time pay:**

Reporting time pay is a form of wages that compensate employees who are scheduled to report to work but who are not put to work or furnished with less than half of their usual or scheduled day’s work because of inadequate scheduling or lack of proper notice by the employer.<sup>1</sup>

The California Department of Industrial Relations, Division of Labor Standards Enforcement states<sup>2</sup>: Each workday an employee is required to report to work, but is not put to work or is furnished with less than half of his or her usual or scheduled day's work, he or she must be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at his or her regular rate of pay. Therefore, if an employee is specifically called in to provide transportation that results in less than two hours activity, Contractor may adhere to a two-hour minimum reporting time, as applicable to the employee’s schedule.

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<sup>1</sup> [https://www.dir.ca.gov/dlse/faq\\_reportingtimepay.htm](https://www.dir.ca.gov/dlse/faq_reportingtimepay.htm)

<sup>2</sup> [https://www.dir.ca.gov/dlse/FAQ\\_ReportingTimePay.htm](https://www.dir.ca.gov/dlse/FAQ_ReportingTimePay.htm)

**C. Overtime, and Holidays:**

1. Overtime: According to California Labor Code Division 2, Part 2, Chapter 1, Section 510<sup>3</sup>:
  - (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.  
Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work. The requirements of this section do not apply to the payment of overtime compensation to an employee working pursuant to any of the following
    - (1) An alternative workweek schedule adopted pursuant to Section 511.
    - (2) An alternative workweek schedule adopted pursuant to a collective bargaining agreement pursuant to Section 514.
    - (3) An alternative workweek schedule to which this chapter is inapplicable pursuant to Section 554.
  - (b) Time spent commuting to and from the first place at which an employee's presence is required by the employer shall not be considered to be a part of a day's work, when the employee commutes in a vehicle that is owned, leased, or subsidized by the employer and is used for the purpose of ridesharing, as defined in Section 522 of the Vehicle Code.
  - (c) This section does not affect, change, or limit an employer's liability under the workers' compensation law.
2. Holidays: Holiday rate is 1 ½ times the hourly rate. A 24-hour shift is pro-rated at 1 ½ times the hourly rate for the hours actually worked on the holiday. If overtime is earned/billed, holiday pay will not apply. Recognized holidays are:

New Year's Day	Martin Luther King's Day	Presidents' Day
Easter Sunday	Memorial Day	Fourth of July
Labor Day	Veteran's Day	Thanksgiving Day
Christmas Eve	Christmas Day	

**D. For Transportation Services Only:**

1. Supportive Services and Assisted Transportation (AT) Services Programs -Travel Expenses: Mileage reimbursement is allowable for travel required from Client's home

<sup>3</sup>[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=LAB&sectionNum=510](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB&sectionNum=510).

to and from the requested service location(s), as provided on HHSA Authorization. Reimbursement for mileage necessary for the performance of services under this Agreement shall be in accordance with the current "Board of Supervisors Policy D-1", Issue date 12/13/2016, and as amended thereafter, which may be found in the Board of Supervisors Policy Manual: <https://www.edcgov.us/Government/Auditor-Controller/accountingformsandprocedures/Documents/BOS%20Travel%20Policy.pdf#search=travel%20policy%20travel%20policy>

- E. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the sample available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx). Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

1. Each invoice shall contain all of the following data:
  - i. Contractor's name, address, and phone number.
  - ii. The name of the Client covered by the HHSA Authorization(s).
  - iii. Service date(s), type of service provide, and number of service hours per service date.
  - iv. Agreement rate for service provided. All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
  - v. Total amount billed to the County of El Dorado under the subject invoice accompanied by:
    - a) A copy of the corresponding pre-approved HHSA Authorization for each visit.
    - b) If reporting time or overtime is billed, the following documentation shall also accompany each invoice in addition to the pre-approved HHSA Authorization:
      - 1) A copy of employee's workweek schedule covering the date(s) invoiced;
      - 2) A copy of the calculation for the overtime or reporting time billed in accordance with Paragraph B, titled "Reporting time pay" or Paragraph C, titled "Overtime and Holidays."
2. For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, "Scope of Services." For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p>For services Authorized by the FCSP  <u>CSinvoice@edcgov.us</u>                      and                      CC: <u>FCSP@edcgov.us</u>                      Please include in the subject line:                      "Contract #, Service Month,                      Description / Program</p>	<p>County of El Dorado                      Health and Human Services Agency                      Attn: Finance Unit                      3057 Briw Road, Suite B                      Placerville, CA 95667-5321</p>

For emailed invoices, confirmation of receipt will be emailed back to you. If you do not receive confirmation, please resend or contact your Accounts Payable contact.

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$90,000.00 for all of the stated services during the term of the Agreement.

**ARTICLE VII**

**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 understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor’s responsibilities or hinder Contractor’s performance of services hereunder, unless County’s Contract Administrator, in writing, authorizes that agreement or sharing of information.

**ARTICLE IX**

**Independent Contractor/Liability:** The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor

performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf

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

**Requesting Contract Administrator Concurrence:**

By: Richard Todd  
Richard Todd (Sep 3, 2021 15:08 PDT)  
Richard Todd, Program Manager  
Health and Human Services Agency

Dated: 09/03/2021

**Requesting Department Head Concurrence:**

By: Don Semon  
Don Semon (Sep 3, 2021 17:12 PDT)  
Donald Semon, Director  
Health and Human Services Agency

Dated: 09/03/2021



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

-- COUNTY OF EL DORADO --

Dated: 10-26-21

By:   
Chair  
Board of Supervisors  
"County"

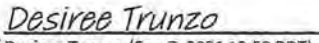
ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

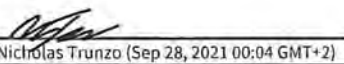
Dated: 10-26-21

-- CONTRACTOR --

DNT IN HOME CARE, INC. DBA SENIOR HELPERS OF CAMERON PARK  
A CALIFORNIA CORPORATION

By:   
Desiree Trunzo  
CEO  
"Contractor"

Dated: 09/07/2021

By:   
Nicholas Trunzo  
Corporate Secretary

Dated: 09/28/2021