

AGREEMENT FOR SERVICES #7594
AMENDMENT I

This First Amendment to that Agreement for Services #7594, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Elder Options, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 630 Main Street, Placerville, California 95667, and whose mailing address is Post Office Box 2113, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide non-medical in-home support services, assisted transportation, homemaker/chore, personal care and respite services on an “as requested” basis for clients referred by the County Health and Human Services Agency’s Adult Protective Services (APS) Program and the Area Agency on Aging (AAA) Family Caregiver Support Program (FCSP) and Supportive Services program, pursuant to Agreement for Services #7594, dated June 27, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, the parties hereto desire to amend the Agreement to update contract provisions, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2026 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$100,000, add program allocations, and to include new rates for Fiscal Year 2026-27, amending **ARTICLE III, Compensation for Services**, Section A, Rates and **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Federal Funding Information table to update the Assistance Listing Numbers, Federal Award Identification Number and Program Titles, amending **ARTICLE V, Federal Funding Notification**;

WHEREAS, the parties hereto desire to amend the Agreement to update standard contract language, amending **ARTICLE XX, Notice to Parties**, **ARTICLE XXII, Indemnity**, and **ARTICLE XXXI, Contract Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XL, Generative Artificial Intelligence** to include updated contract provisions;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #7594;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #7594 on the following terms and conditions:

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

ARTICLE I

Scope of Services: Upon receipt of written HHSA Authorization, Contractor shall furnish experienced and trained staff to provide non-medical in-home support 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 in home care support 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 include 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., 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 provided 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 individuals 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. 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 is unavailable AND when paratransit/public transit systems are inadequate for the transportation needs. Contractor shall pick up the Client at one location and transport them to another location; stay with the Client throughout the duration of the appointment or event; and transport them back to the original location.
1. FCSP does not reimburse for Travel Expense mileage. Only the hourly rate is payable for FCSP services.
 2. All mileage expenses provided for Supportive Services clients, as identified in the HHSA Authorization, shall be in accordance with the County of El Dorado Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred.

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

Contractor shall only begin services upon HHSA Authorization from HHSA Staff. 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 pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as "The Child Abuse and Neglect Reporting Act," and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.

- 2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of June 1, 2023 through June 30, 2027.

- 3) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

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

Description of Services	Hourly Rate FY 2023-24	Hourly Rate FY 2024-25	Hourly Rate FY 2025-26	Hourly Rate FY 2026-27
Individual: Chore; Supplemental Personal Care; Supplemental Protective Supervision; Respite In-home; and Assisted Transportation	\$38.48 No weekly minimums	\$40.40 No weekly minimums	\$42.42 No weekly minimums	\$43.48 No weekly minimums
Couple or Dual Care: Chore; Supplemental Personal Care; Supplemental Protective Supervision; Respite In-home; and Assisted Transportation	\$61.57 No weekly minimums	\$64.64 No weekly minimums	\$67.87 No weekly minimums	\$65.22 No weekly minimums
Care Manager: Supplemental Protective Supervision	\$160.00 No weekly minimums	\$165.00 No weekly minimums	\$170.00 No weekly minimums	\$170.00 No weekly minimums

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

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$200,000, inclusive of all costs, taxes, and expenses.

Description	Fiscal Year(s)	Amount
Non-Medical in-home support for AAA FCSP & APS	July 1, 2023 - June 30, 2025	\$103,000
Non-Medical in-home support for AAA FSCP and Supportive Services	July 1, 2025 - June 30, 2027	\$ 78,000
Non-Medical in-home support for APS	July 1, 2025 - June 30, 2027	\$ 19,000
Maximum Obligation:		\$200,000

The above table represents the composition of the total not-to-exceed budget for this Agreement. Contingent upon written County Contract Administrator, or designee, and Chief Fiscal Officer, or designee approval, County may reallocate the funding listed herein, as needed, among service types and fiscal years, based on funding availability.

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled "Default, Termination, and

Cancellation." In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement."

- 5) **ARTICLE V, Federal Funding Notification**, of the Agreement is amended in its entirety to read as follows:

ARTICLE V

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

Contractor agrees to comply with federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled "Fiscal Considerations" or "Default, Termination, and Cancellation."
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Aging that may apply to this contract:

Federal Funding Information			
Contractor:	Elder Options, Inc.		UEI #: ZQ6TJ2AE7WF6
Award Term:	June 1, 2023 through June 30, 2026		EIN #:
Total Federal Funds Obligated: Up to \$200,000			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.041	2501CAOAEA		Title VII Elder Abuse
93.042	2501CAOAOM		Title VII Ombudsman
93.043	2501CAOAPH		Title III-D Disease Prevention
93.044	2501CAOASS		Title III-B Senior Support Service
93.045	2501CAOACM		Title III-C Nutrition Service
93.052	2501CAOAFC		Title III-E Family Caregiver Support
93.053	2501CAOANS		Nutrition Services Incentive Program (NSIP)
Project Description:	Non-medical in-home support services and assisted transportation.		
Awarding Agency:	California Department of Aging		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Award is for Research and development.		

Upon written approval, to include electronic notification by County's Contract Administrator, the funding information above may be adjusted during the term of this Agreement, contingent upon funding availability, in accordance with the Article titled "Notice to Parties." The total maximum contractual obligation of the Agreement shall not be exceeded.

- 6) **ARTICLE XX, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office

addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as County directs.

Notices to Contractor shall be addressed as follows:

ELDER OPTIONS, INC.
PO Box 2113
Placerville, CA 95667
ATTN: Carol Heape, Chief Executive Officer, or Successor.
liz@elderoptionsca.com

or to such other location or email as Contractor directs.

7) ARTICLE XXII, Indemnity, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed 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 insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor

should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

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

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Yvette Wencke, Program Manager, Community Services, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

- 9) **ARTICLE XL, Generative Artificial Intelligence**, is hereby added to read as follows:

ARTICLE XL


Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- A. Contractor shall immediately notify County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to the County's Contract Administrator identified in this Agreement.
- C. At the direction of County, Contractor shall discontinue the provision to County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by County.
- D. If the use of previously undisclosed GenAI is approved by County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Agreement, at no additional cost to County.
- E. County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this

Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement.

Except as herein amended, all other parts and sections of that Agreement #7594 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Yvette Wencke
Program Manager, Community Services
Health and Human Services Agency

Dated: 10/22/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 10/22/2025

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7594 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
“County”

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- ELDER OPTIONS, INC. --

By: *csheape*
csheape (Oct 22, 2025 14:29:23 PDT)
Carol Heape
Chief Executive Officer
"Contractor"

Dated: 10/22/2025

By: *Elizabeth Caldwell*
Elizabeth Caldwell (Oct 22, 2025 14:40:05 PDT)
Elizabeth Caldwell
Secretary
“Contractor”

Dated: 10/22/2025

Elder Options, Inc.
Exhibit C
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name: **n/a**
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name: **n/a**
If no, please type N/A.

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

10/22/2025

Date

Elder Options, Inc.

Type or write name of company

csheape

csheape (Oct 22, 2025 14:29:23 PDT)

Signature of authorized individual

csheape

Type or write name of authorized individual