

**AGREEMENT FOR SERVICES #203-S1410
AMENDMENT I**

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

RECITALS

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

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

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

WHEREAS, the parties hereto have mutually agreed to extend the term, thereby amending **Article I – Scope of Services, Article II – Term**, and increasing the maximum obligation of the Agreement and rates for future services commencing upon final execution of this Amendment I to that Agreement #203-S1410, thereby amending **Article III – Compensation for Service**; and

WHEREAS, the parties hereto have mutually agreed to incorporate updated County standardized language thereby amending, **Article XXV – Administrator**, and **Article XV – Indemnity**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXX – Access to Records, Article XXXI – Taxes, Article XXXII – Non-Discrimination, Article XXXIII – Lobbying Certification, Article XXXIV – Confidentiality and Information Security Provisions, Article XXXV – Compliance with all Federal, State and Local Laws and Regulations, Article XXXVI – Security Awareness Training, Article XXXVII – Accounting Systems and Financial**

Records, Article XXXVIII – Annual Audit, Article XXXIX – Mandated Reporter Requirements, Article XL – Contractor Appeal Process, Article XLI – Waivers, and Article XLII – Availability of Funds; and renumbering **Article XXX – Entire Agreement** to accommodate the insertion of the thirteen (13) aforementioned Articles;

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

- 1) **Article I – Scope of Services**, shall be amended and replaced in its entirety to read as follows:

ARTICLE I

Scope of Services: Scope of Services shall be as as outlined in Exhibit D – Mental Health Division Scope of Services, attached hereto and incorporated by reference herein, and Exhibit E – Community Services Division Scope of services, attached hereto and incorporated by reference herein.

- 2) **Article II – Term** shall be amended and replaced in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall cover the period November 22, 2013 through November 21, 2016 unless earlier terminated pursuant to the provisions under the Articles titled “Fiscal Considerations” and “Default, Termination and Cancellation” herein.

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

ARTICLE III

Compensation for Services: Compensation for the period November 22, 2013 up to the date of final execution of this Amendment I to Agreement #203-S1410, shall be in accordance with the original contract. From the date of execution of this Amendment I through the end of the term of this Agreement, Compensation shall be as outlined in Exhibit F – Compensation for Mental Health Division Services, attached hereto and incorporated by reference herein, and Exhibit G – Compensation for Community Services Division Services, attached hereto and incorporated by reference herein.

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

ARTICLE XXV

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

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

ARTICLE XV

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.

- 5) **Article XXX – Access to Records, Article XXXI – Taxes, Article XXXII – Non-Discrimination, Article XXXIII – Lobbying Certification, Article XXXIV – Confidentiality and Information Security Provisions, Article XXXV – Compliance with all Federal, State and Local Laws and Regulations, Article XXXVI – Security Awareness Training, Article XXXVII – Accounting Systems and Financial Records, Article XXXVIII – Annual Audit, Article XXXIX – Mandated Reporter Requirements, Article XL – Contractor Appeal Process, Article XLI – Waivers, and Article XLII – Availability of Funds shall be added, and Article XXX – Entire Agreement shall be renumbered as follows:**

ARTICLE XXX

Access to Records: Contractor shall provide access to Federal, State, or County authorities 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. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audits by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain

for a period of at least three (3) years or for any longer period required by law after final payment under this specific Agreement, all books, documents, papers, and records necessary to demonstrate performance under the Agreement.

ARTICLE XXXI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXXII

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 XXXIII

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 XXXIV

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 personally identifiable information ("PII").

Personally identifiable information 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 a system to identify 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. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors agents.
- (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 XXXV

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 XXXVI

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, 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 XXXVII

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 XXXVIII

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 XXXIX

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 XL

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.

ARTICLE XLI

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 XLII

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 XLIII

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.

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

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 3/3/14
Dennis Plunkett, M.C., C.C., Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 3/6/14
Michelle Hunter, Program Manager
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

Dated: 3/7/2014

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

-- COUNTY OF EL DORADO --

Dated: 4/1/14

By: 
Norma Santiago, Chair
Board of Supervisors
"County"


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

By: 
Deputy Clerk

Dated: 4/1/14

-- CONTRACTOR --

A HELPING HAND HOMECARE, LLC

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

Dated: 3/10/14

kg/hl

EXHIBIT D
to
AGREEMENT FOR SERVICES #203-S1410, AMENDMENT I
“Mental Health Division Scope of Services”

ARTICLE I

Scope of Services: Contractor shall furnish experienced and trained staff to provide in-home health care services for Client(s) on an “as requested” basis for the Health and Human Services Agency, Mental Health Division. Contractor agrees to furnish appropriately licensed or certified individuals to provide such care to Clients as prescribed or authorized by physician. Such health care shall include, but may not be limited to, homemakers, care-companions, skilled nursing services, Home Health Aids, Certified Nursing Assistants, and Registered Nurses.

Contractor services shall be 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.

- A. Contractor shall only provide transportation of clients upon receipt of written authorization by Contract Administrator
- B. Contractor shall only begin services for a specific Client upon receipt of written authorization from the Contract Administrator or designee in accordance with Exhibit “A” marked “Authorization Statement” attached hereto and incorporated by reference herein. The County shall not reimburse for services provided without such pre-authorization.
- C. 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 Article titled, “Fraud or Abuse Reporting.”

EXHIBIT E
to
AGREEMENT FOR SERVICES #203-S1410, AMENDMENT I
“Community Services Division Scope of Services”

ARTICLE I

Scope of Services: Contractor shall furnish experienced and trained staff to provide non-medical personal care and/or skilled in-home health care services for Client(s) on an “as requested” basis for the Health and Human Services Agency Community Services Division. Non-medical personal care may be provided by but not limited to homemakers, care-companions, Home Health Aids, Certified Nursing Assistants, and Registered Nurses. Skilled in-home health care services shall only be provided when prescribed or approved by a physician. Said skilled in-home health shall be provided appropriately licensed or certified persons, including but not limited to Home Health Aids and Certified Nursing Assistants.

Contractor services shall be 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.

- A. Contractor shall only provide transportation of clients upon receipt of written authorization by County.
- B. Contractor shall only begin services for a specific Client upon receipt of written authorization from the Program Supervisor or Manager. The County shall not reimburse for services that have not been pre-approved in writing.
- C. 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 Article titled, “Fraud or Abuse Reporting.”

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

ARTICLE III

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

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

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

Description of Services	Length of Service	Rate
Hourly Rates		
Emergency Staffing: As requested by County.	Three (3) hour visit	\$25.00 / hour
Homemaker Services: Includes light housekeeping; laundry; removal and replacement of bedding (sheets, pillowcases, blankets, etc.); meal preparation and clean up; grocery shopping; remind/assist with medications; and stand-by ambulation and bathing.	Four (4) or more hours	\$20.75 / hour
Skilled Services: Includes everything listed under Homemaker Services, plus: hands-on assistance with toileting; incontinence care; bathing; dressing; personal hygiene; wound dressing; transfers; and ambulation. Bed-bound clients are repositioned every two (2) hours; receive a “bed bath”; incontinence care; dressing; assistance with feeding; pain monitoring.	Four (4) or more hours	\$23.00 / hour
Two-to-Three Hour Visit: Services authorized by County within scope of Contractor’s service offerings.	Two to three (2-3) hour visit	\$25.00 / hour
Per Visit Rates		
Bath: Assistance with toileting, sponge/bed bath, bath, or shower; dressing for day or nighttime. Clean up after bathing. Remind/assist with medication(s). Prepare small meal.	One and one-half (1.5) hours	\$40.00 / visit
Pop-In Safety Visit: This visit is designed as a safety wellness visit. The care professional will make sure Client is clean and safe, will prepare a small meal, and remind/assist with medication(s).	Up to one (1) hour	\$26.00 / visit
Sleep Over: Assistance with toileting, fluids, and medication reminder/assistance. Contractor shall receive	Twelve (12) hours	\$195.00 / visit

Description of Services	Length of Service	Rate
five (5) to seven (7) hours of sleep in a private bed.		
Twenty-four (24) Hour Visits: Includes all services defined herein, including, but not limited to day-to-day household chores like watering plants inside and out, taking trashcan to the curb, and picking up mail. Contractor shall receive eight (8) hours of sleep in a private bed.	Twenty-four (24) hours	\$290.00 / visit
Other		
Transportation Only: Pick up Client at one location and transport to another location; stay with Client throughout duration of appointment or event; transport back to original location. All travel, including mileage, shall be in accordance with the County of El Dorado Board of Supervisors Travel Policy D-1, attached hereto as Exhibit B and incorporated by reference herein.	Requires 48-72 hour advance notice to schedule transportation.	\$15.00 / hour plus mileage
<ol style="list-style-type: none"> 1. If services are required for more than one (1) Client in the home, an additional charge of \$10.00/hour will be added if the additional person requires assistance with personal hygiene (incontinence care, bathing, transfers, range of motion exercises, dressing, etc.). Otherwise, there is no additional charge. 2. Mileage will be charged if Contractor drives over ten (10) miles to Client's location. Said mileage shall be charged in accordance with Exhibit B. 3. Personal interview available free of charge; County will receive a copy of the individual's assessment. 4. If a rate increase becomes necessary in the future, it shall not apply to current/active Clients. 		

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

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

- D. The total contractual obligation for services provided during the term of this Agreement shall not exceed \$345,000.

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

ARTICLE III

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

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

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

Description of Services	Length of Service	Rate
Hourly Rates		
Emergency Staffing / Respite In-Home Supervision: As requested by County.	Three (3) hour visit	\$25.00 / hour
Homemaker Services / Respite Homemaker/Chore Services: Includes light housekeeping; laundry; removal and replacement of bedding (sheets, pillowcases, blankets, etc.); meal preparation and clean up; grocery shopping; remind/assist with medications; and stand-by ambulation and bathing.	Four (4) or more hours	\$20.75 / hour
Skilled Services / Respite Personal Care: Includes everything listed under Homemaker Services, plus: hands-on assistance with toileting; incontinence care; bathing; dressing; personal hygiene; wound dressing; transfers; and ambulation. Bed-bound clients are repositioned every two (2) hours; receive a “bed bath”; incontinence care; dressing; assistance with feeding; pain monitoring.	Four (4) or more hours	\$23.00 / hour
Two-to-Three Hour Visit / Respite In-Home Supervision: Services authorized by County within scope of Contractor’s service offerings.	Two to three (2-3) hour visit	\$25.00 / hour
Per Visit Rates		
Bath / Respite Personal Chore: Assistance with toileting, sponge/bed bath, bath, or shower; dressing for day or nighttime. Clean up after bathing. Remind/assist with medication(s). Prepare small meal.	One and one-half (1.5) hours	\$40.00 / visit
Pop-In Safety Visit: This visit is designed as a safety	Up to one (1) hour	\$26.00 / visit

Description of Services	Length of Service	Rate
wellness visit. The care professional will make sure Client is clean and safe, will prepare a small meal, and remind/assist with medication(s).		
Sleep Over: Assistance with toileting, fluids, and medication reminder /assistance. Contractor shall receive five (5) to seven (7) hours of sleep in a private bed.	Twelve (12) hours	\$195.00 / visit
Twenty-four (24) Hour Visits: Includes all services defined herein, including, but not limited to day-to-day household chores like watering plants inside and out, taking trashcan to the curb, and picking up mail. Contractor shall receive eight (8) hours of sleep in a private bed.	Twenty-four (24) hours	\$290.00 / visit
Other		
Transportation Only: Pick up Client at one location and transport to another location; stay with Client throughout duration of appointment or event; transport back to original location. All travel, including mileage, shall be in accordance with the County of El Dorado Board of Supervisors Travel Policy D-1, attached hereto as Exhibit B and incorporated by reference herein.	Requires 48-72 hour advance notice to schedule transportation.	\$15.00 / hour plus mileage
<ol style="list-style-type: none"> 1. If services are required for more than one (1) Client in the home, an additional charge of \$10.00/hour will be added if the additional person requires assistance with personal hygiene (incontinence care, bathing, transfers, range of motion exercises, dressing, etc.). Otherwise, there is no additional charge. 2. Mileage will be charged if Contractor drives over ten (10) miles to Client's location. Said mileage shall be charged in accordance with Exhibit B. 3. Personal interview available free of charge; County will receive a copy of the individual's assessment. 4. If a rate increase becomes necessary in the future, it shall not apply to current/active Clients. 		

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

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

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