

AGREEMENT FOR SERVICES #7658
AMENDMENT I

This First Amendment to that Agreement for Services #7658, 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 Catalyst Family, Inc., a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 350 Woodview Avenue, Suite 100, Morgan Hill, California 95037, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide Stage One Child Care Management Service for Welfare-to-Work (WTW) participants referred by the County Health and Human Services Agency (HHS) for California Work Opportunity and Responsibility to Kids (CalWORKS) Stage One Child Care services, pursuant to Agreement for Services #7658 dated February 27, 2024, 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, hereby amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE III, Compensation for Services, ARTICLE XIX, Notice to Parties, and ARTICLE XXX, Contract Administrator**;

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 #7658;

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 #7658 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: Contractor shall allocate personnel and render services necessary to administer the Stage One Childcare program, comprised of payments to providers for childcare services and Stage One Child Care Management Services.

A. Definitions:

TrustLine: TrustLine is California's registry of in-home child care providers who have completed a criminal background screening and clearance process. Section 1596.671, of the Health and Safety Code, requires license-exempt child care providers, caring for a Stage One eligible child, to receive TrustLine registration services. It is the only authorized

screening program of in-home caregivers/providers in the state with access to fingerprint records at the California Department of Justice and the Federal Bureau of Investigation FBI. While State law requires that license-exempt providers be registered on TrustLine in order to be paid, unless they are the grandparent, aunt, or uncle of the child receiving services. To check if a provider is registered on TrustLine or to register, call 1 800-822-8490.

B. CalSAWS Data Elements Included:

1. Parent/caretaker relative information: CalWORKs case number; Full name(s): first name, middle initial, last name; Mailing and physical address(es), including city, state, and zip code; Telephone number(s): home/main, cell, alternate, work, other per adult in the Aid Unit (AU). CWDs shall not include absent and/or noncustodial parent information in the online summary screen; Parent/caretaker relative CalWORKs program status - pending, active, discontinued, or denied; For two parent families, include the status of both parents; if CalWORKs program status is either discontinued or denied, input the date that the last aided adult in the AU discontinued from aid.
2. Child information: Full names and birth dates of all children under care and control of the adult in CalWORKs, including any child in the AU, regardless of age; Names shall include: first name, middle initial, last name; Birthdates should be in the following format: MM/DD/YYYY; CalWORKs program status for every child in the AU or under the care and control (pending, active, discontinued, or denied).
3. Child care shall be authorized full-time unless the recipient specifically requests part-time child care (pursuant to CDSS published All County Letter [ACL] 19-99, or any other ACL or regulation that would supersede this ACL). The definition and hours of full-time and part-time child care is subject to change based on the most current regulations.
4. Other CalWORKs AU and non-AU family members in the household: Full name(s): first name, middle initial, last name; this includes family members who are related by blood, marriage, or adoption to the parent(s)/caretaker(s) of the children being served.
5. The reason for needing child care services: Indicate if the family needs service due to any of the following: homeless; working; the child is referred for protective services because of neglect, abuse, exploitation, or at-risk thereof; parent/caretaker is incapacitated because of medical or psychiatric special needs; education or training; actively seeking employment; seeking permanent housing; CalWORKs activities; and, diversion.
6. Family size: List the number of adults and children related by blood, marriage, or adoption who comprise the household in which the child is living, pursuant to California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Section 47-230.23, and MPP Section 47-230.231-232.
7. Adjusted monthly income and sources: List the total countable income, including: employment; self-employment; child support; cash or other assistance under Title IV of the Social Security Act (TANF); and state-only alien and two-parent programs for CalWORKs recipients; Do not include: other federal cash income programs such as Social Security Income (SSI); housing voucher; or cash assistance; and assistance under the Food Stamps Act of 1977; Identify all sources of family income, even income not counted in the family's adjusted monthly income. This includes: employment, including self-employment; cash; or other assistance under Title IV of the Social Services Act (TANF); other federal cash income programs (such as SSI);

housing voucher or cash assistance; assistance under the Food Stamps Act of 1977.

8. Employment or training information for parent/caretaker(s): Parent/caretaker name and name and address of employer(s) or training institution(s); Days and hours of employment or training.
9. Child care provider information: Full name(s): first name, middle initial, last name; Mailing and physical address(es), including city, state, and zip code; Telephone numbers; Type of eligible provider: licensed center-based care; licensed family child care home; license-exempt center-based care; license-exempt relative care; or license-exempt non- relative care; Rate of payment.
10. CalWORKS case status: pending, active, discontinued (this includes the date that the parent/caretaker was sanctioned), or denied.
11. The last month that each parent/caretaker relative was active for CalWORKs cash aid before being discontinued.

C. Services:

1. County Responsibilities:
 - a. Eligibility Eligibility for Participation: County shall determine eligibility of a family or youth for participation in the program and shall refer said family to Contractor via HHS referral.
 - b. Arranging for Contractor users to have read-only access to the CalSAWS Child Care Portal.
 - c. Communicating to Contractor any changes in the SAWS Child Care Portal that may affect accessibility.
 - d. Assisting Contractor staff with the following SAWS Child Care Portal related functions, when requested:
 - i. Coordinating user set-up and resetting passwords of Contractor staff.
 - ii. Resetting passwords of Contractor staff.
 - iii. Troubleshooting SAWS Child Care Portal related problems and referring appropriate issues to HHS and/or SAWS Service Desk.
2. Contractor Responsibilities:
 - a. Provide a Stage One Child Care Management Service for those WTW participants referred to the Contractor by County for CalWORKs Stage One Child Care services.
 - b. Maintain a current listing of childcare facilities and maintain good working relationships with each facility.
 - c. Receive childcare referrals for WTW participants from county staff and contact referred participants within five (5) business days.
 - d. Enroll and orient participants to the Stage One Child Care Program and its requirements and assist them in completing required documentation to determine eligibility and initiate childcare services. The contractor will require the client's signature to verify that the childcare policies have been received, read, and understood. Participants shall be authorized full-time child care unless the participants specifically requests part-time child care. The definition and hours of full-time and part-time child care is subject to change based on the most current regulations. Contractor, acting as the Alternative Payment Program (AAP) will authorize the amount of child care based on the need of the participants. Contractor will maintain written documentation from El Dorado County Health and Human Services Division of Social Services (EDCDSS) in each participant

- case file.
- e. Work with referred WTW participants to assist them in accessing quality childcare that meets the needs of both the referred participants and their children.
 - f. When participants choose license-exempt providers, Contractor shall assist the provider through the TrustLine process.
 - g. When Stage One Child Care participants are determined to be "stable", Contractor shall transfer them to CalWORKs Stage Two Child Care services, if funding is available.
 - h. Manage and monitor the payment of childcare providers used by WTW participants. Timely payment to providers will be processed in accordance with the Child Care and Development Department (CCDD) guidelines.
 - i. Provide monthly statistical information to County for both single and two-parent families. Supplied monthly data shall include:
 - iv. Number of Stage One children with childcare payments made during the month;
 - v. Number of Stage One children in license-exempt childcare during the month;
 - vi. Number of Stage One children in licensed childcare during the month;
 - vii. Stage One childcare expenditures paid during the month
 - viii. Number of Stage One children enrolled in Stage Two during the month.
 - j. Completing, submitting, and forwarding a copy of all monthly CW 115 and CW 115A reports as required for submission to CDSS. Download report form (in excel) at: <http://www.cdss.ca.gov/dssdb> and email completed report form (as an excel attachment) to: admew115@dss.ca.gov. If unable to email or if you have any questions regarding the completion of these reports, please contact Data Systems and Survey Design Bureau (DSSDB) at (916) 651-8269.
 - k. Fulfill requests made by the CDSS or California Department of Human Resources (CalHR) for regulatory tasks including the issuance of Cost-Plus payments for every child per month in addition to the regular provider payments through June 2025 as detailed in Child Care Bulletin 23-25 as authorized in Senate Bill 140.
 - l. Assuming all computer and CalSAWS Child Care Portal maintenance costs for Contractor computers.
 - m. Assuming all Contractor expenses incurred as a result of implementing this Agreement, including but not limited to, computer and network connectivity maintenance and costs for Contractor computers.
 - n. Ensuring timely communications to HHSA for any problems encountered by Contractor with the CalSAWS Child Care Portal.
 - o. Being available for any audits or examinations confined to those matters connected with the performance of this MOU.
 - p. Maintaining appropriate virus protection measures as prescribed by the County of El Dorado and the State of California.
 - q. Requesting reset of CalSAWS Child Care Portal passwords from HHSA for Contractor's staff.
 - r. Complying with instruction from HHSA as it applies to the CalSAWS Child Care Portal or this Agreement.
 - s. Ensuring appropriate Contractor's staff are provided with access to the CalSAWS Child Care Portal for read-only viewing of the CalWORKs Stage One Child Care immediate and continuous eligibility monthly data report and online summary

screen.

- t. Ensure that Contractor's staff assigned access to the Child Care Portal complete the annual HHS Privacy and Security Training and submit required Privacy Security acknowledgement forms to System Support at DHSHelpDesk@edcgov.us HHS for each user.
 - u. Ensure that Child Care Portal access is limited only to information required for Catalyst Community to enroll a case in Stage One Child Care, Stage Two Child Care, or transfer a case between Stage One and Stage Two Child Care.
 - v. Notifying HHS System Support at DHSHelpDesk@edcgov.us of any electronic breach or improper disclosure of data obtained through this Agreement, where the information or data is reasonably believed to have been acquired by an unauthorized person.
3. Mutual Responsibilities:
- a. Establishing mutually satisfactory methods for the exchange of such information as may be necessary for the performance of duties or functions under this Agreement.
 - b. Ensuring appropriate procedures are in place to assure that all information obtained from CalSAWS Child Care Portal shall be safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.

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

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

Rates: Child care payment compensation must be in accordance with the regional market rate (RMR) ceilings for subsidized child care payment rates effective at the time of service. To find the most current rates, refer to the CDSS Reimbursement Ceilings for Subsidized Childcare at: <https://rcscc.adm.dss.ca.gov>.

For the period beginning February 27, 2024, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the rates shall be in accordance with the below Tables:

Table 1: Reimbursement Ceilings for Subsidized Child Care;

Table 2: Type of Provider, Child Care Centers;

Table 3: Type of Provider: Family Child Care Homes for El Dorado County;

Table 4: Type of Provider: Trustlined*/Relative for El Dorado County; and

Table 5: Per-Child Plus Rates

Table 1: Reimbursement Ceilings for Subsidized Child Care

<i>Service</i>	<i>County Standardized Rate</i>
<p>Payments for Child Care provided by:</p> <ul style="list-style-type: none"> • CHILD CARE CENTERS • FAMILY CHILD CARE HOMES FOR EL DORADO COUNTY • TRUSTLINED/RELATIVE FOR EL DORADO COUNTY 	<p>Below Rates Effective January 1, 2022. Reimbursement for child care voucher payments will be limited to the current RMR¹ Rates listed below are for El Dorado County and are subject to change. Other county rates may vary. If care location is outside El Dorado County, corresponding RMR may be found using the website address below.</p>

For the purposes of this Agreement, the schedule of care definitions are as follows:

Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
6 hours or more per day	30 hours or more per week	130 hours or more per month	under 6 hours per day	under 30 hours per week	under 130 hours per month

Table 2: Type of Provider: Child Care Centers

TYPE OF PROVIDER: **CHILD CARE CENTERS**

Rates by age group and schedule of care:						
<i>Age Group*</i>	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
<i>Birth to 24 month</i>	\$97.15	\$398.69	\$1,661.80	\$18.90	\$259.08	\$1,004.98
<i>2 through 5</i>	\$66.07	\$278.88	\$1,128.77	\$12.62	\$185.13	\$712.57
<i>School Age</i>	\$60.38	\$239.40	\$908.44	\$11.17	\$136.93	\$507.72

*For Child Care Centers Only: For a five-year old child enrolled in kindergarten:
 Use the 2 through 5 Years category when the child is in a program/classroom that is licensed as a Preschool program, or
 Use the School Age category when the child is in a program/classroom that is licensed as

¹ Regional Market Rate (RMR) ceilings for subsidized child care payment rates are available at: <http://www3.cde.ca.gov/rcscc/> .

a school- age program.

Table 3: Type of Provider: Family Child Care Homes for El Dorado County

Rates by age, group and schedule of care:						
<i>Age Group</i>	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
<i>Birth to 24 month</i>	\$61.06	\$267.62	\$1,114.35	\$13.47	\$187.57	\$754.13
<i>2 through 5</i>	\$52.16	\$240.51	\$987.93	\$11.87	\$168.08	\$655.50
<i>School Age</i>	\$41.79	\$178.05	\$731.96	\$10.02	\$137.30	\$537.42

Table 4: Type of Provider: Truslined*/Relative for El Dorado County

Rates by age l group and schedule of care:						
<i>Age Group</i>	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
<i>Birth to 24 month</i>	\$42.74	\$187.34	\$780.05	\$9.43	\$131.30	\$527.89
<i>2 through 5</i>	\$36.51	\$168.35	\$691.55	\$8.31	\$117.66	\$458.85
<i>School Age</i>	\$29.25	\$124.63	\$512.37	\$7.02	\$96.11	\$376.19

Table 5: Per-Child Plus Rates

Licensed Family Child Care Provider	License- Exempt Providers	Centers
\$141	\$99	\$141

For the period beginning the effective date of this First Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the rates shall be in accordance with the RMR ceilings for subsidized care payment rates effective at the time of service and can be located at the following website <https://rcscc.adm.dss.ca.gov> or as determined by any State Guidance or Regulations that would supercede the current published rates.

A client who selects a license-exempt provider who is required to be registered with TrustLine shall receive retroactive payments for up to 120 calendar days from the date child care services were requested and the services were provided, only if the provider subsequently becomes registered with TrustLine. Retroactive payments may be made directly to the child care provider as reimbursement for child care services provided, but in no event would payment exceed 120 calendar days regardless of the number of actual days care was provided.

The county or contracted payment agency shall issue child care payments only after the license exempt provider has become a registered TrustLine child care provider as defined in Section 47-602(r)(1).

To check if a provider is registered on TrustLine or to register, call 1-800-822-8490.

Invoices: It is a requirement of this Agreement that Contractor shall submit an original similar in content and format with Exhibit A, marked “Invoice,” incorporated herein and made by reference a part hereof. 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. HHSA referrals or other written authorizations for services shall be attached to invoices. Only the name(s) of HHSA clients, in the care of Eligible Family, listed on the HHSA referral shall be listed on the invoice backup for Child Care Payments. Information of a confidential nature related to Client(s) is not permitted on the invoice.

Backup:

Each invoice for Child Care Payments shall include backup containing the following data:

1. Contractor name, address, and phone number.
2. Eligible Family/child name(s), applicable to Child Care Payments.
 - a. Age group category of each child receiving service covered by the HHSA referral.
 - b. Unit of Service (i.e.: schedule type: full-time or part-time, hourly, daily, weekly, or monthly)
 - c. Rate for Child Care Payments issued.
 - d. Child’s eligibility aid code (as issued on HHSA referral)
3. Service date(s) /date range.
Contractor shall ensure that said invoice backup clearly documents the date range and schedule type for child care provided.
4. Type of service(s) rendered.
 - a. Type, name, and address of child care provider.(child care center, family child care home, or Trustlined/relative)
5. Total amount billed to the County of El Dorado under the subject invoice.

Contractor is required to submit invoices with a copy of the supporting documents. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor renders Client services in accordance with “Scope of Services.” Failure to submit invoices and supporting documents by the 30th of the month following the end of a service month may result in payment(s) being delayed until the appropriate documents are received by staff. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement

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><u>SSCWSinvoice@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>

or to such other location or email as County directs.

Supplemental Invoices: For or the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or

inadvertently not submitted services rendered during a billing cycle for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables and reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

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

ARTICLE XIX

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:

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

with a copy to:

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 the County directs.

Notices to Contractor shall be addressed as follows:

CATALYST FAMILY, INC.
350 Woodview Avenue, Suite 100
Morgan Hill, CA 75037
ATTN: Contracts Department
hdellaripa@catalystcomm.org

or to such other location or email as the Contractor directs.


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

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brian Quintanilla, Program Manager, Self Sufficiency, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS 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 HHS 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.

Except as herein amended, all other parts and sections of that Agreement #7658 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Brian Quintanilla (Mar 28, 2025 07:34 PDT)
Brian Quintanilla
Program Manager, Self Sufficiency
Health and Human Services Agency

Dated: 03/28/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Apr 8, 2025 10:00 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 04/08/2025

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7658 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Michele Weimer*
Michele Weimer (Apr 10, 2025 09:07 PDT)
Purchasing Agent
Chief Administrative Office
"County"

Dated: 04/10/2025

-- CATALYST FAMILY, INC. --

By: *Susan Dumars*
Susan Dumars (Apr 2, 2025 14:00 PDT)
Susan Dumars
Chief Executive Officer
"Contractor"

Dated: 04/02/2025

By: *Michelle Massaro*
Michelle Massaro (Apr 8, 2025 09:49 PDT)
Michelle Massaro
Corporate Secretary

Dated: 04/08/2025