

AGREEMENT FOR SERVICES #5344

AMENDMENT 1

EMERGENCY CHILD CARE BRIDGE PROGRAM

This Amendment 1 to that Agreement for Services #5344, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereby referred to as “County”) and Catalyst Family Inc., doing business as Catalyst Community, a non-profit California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 350 Woodview Avenue, Suite 100, Morgan Hill, CA 95037-2823 and doing business locally at 3161 Cameron Park Drive, Suite 101, Cameron Park, CA 95682, and whose Agent for Service of Process is Susan Dumars 350 Woodview Avenue, Suite 100, Morgan Hill, CA 95037-2823 (hereinafter referred to as “Contractor”);

RECITALS

WHEREAS, Contractor has been engaged by County to provide Emergency Child Care Bridge Program for Foster Children (Bridge Program), in accordance with Agreement for Services #5344, dated June 8, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, on November 12, 2021, the California Department of Social Services issued CHILD CARE BULLETIN (CCB) NO. 21-18, the purpose of which is to provide guidance to counties and child care and development contractors regarding the implementation of Senate Bill (SB) 168 (Chapter 261, Statutes of 2021), signed by the Governor on September 23, 2021. SB 168 authorizes 16 paid nonoperational days for COVID-19 pandemic related closures and child care reimbursement based on the maximum certified hours of care rather than attendance (otherwise known as “hold harmless”) for providers serving children in the Emergency Child Care Bridge Program for Foster Children (Bridge Program) effective July 1, 2021, through June 30, 2022; and

WHEREAS, counties administering the Bridge Program have been informed that they must notify providers immediately of the statutory directive and provide them with the option of requesting an adjustment to be reimbursed **retroactively** for closures dating back to July 1, 2021, related to COVID-19, for which the provider was not previously reimbursed. Counties administering the Bridge Program are encouraged to process these adjustments as quickly as possible; and

WHEREAS, on November 30, 2021 the State of California Health and Human Services Agency Department of Social Services issued County Fiscal Letter NO. 21/22-45, informing the County regarding the FISCAL YEAR (FY) 2021-22 FINAL ALLOCATION for the Bridge Program,

which includes 2020-21 unspent assistance and administration funding which has been re-appropriated to the FY 2021-22; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, “Scope of Services;” that it is an independent and bona fide business operation, 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 Agreement 5344 to align with the direction from the State regarding the Emergency Child Care Bridge funding allocation and to recognize the additional category of spending made available to providers; and

WHEREAS, the parties hereto have mutually agreed to amend and replace **Article 1, “Scope,” Article III, “Compensation for Services,” and Article IV, “Maximum Obligation”** effective upon execution to cover the retroactive term as determined by the State, July 1, 2021 through June 30, 2022” and

WHEREAS, the parties hereto have mutually agreed to amend and replace Article **IX, “Contractor to County” and Article XI, “Independent Contractor/Liability,”** effective upon execution; and

WHEREAS, unless, and as, otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment 1 to that Agreement #5344.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5344 shall be amended a first time as follows:

- 1) **Article I, “Scope of Services” shall be amended and replaced in its entirety, effective retroactively to July 1, 2021, per State direction:**

ARTICLE I

Scope of Services: Contractor shall allocate personnel and render services necessary to administer the Bridge program, comprised of the following three components:

- Payments to providers for child care services,
- Child Care Navigator services, and
- Trauma-informed care training and coaching of child care providers.

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A. Definitions:

Term	Definition
Child Care Navigator	A child care navigator, employed by the Contractor, works with Eligible Families, child welfare workers, social workers, probation officers, and child and family team to assess child care opportunities and offer consumer education to the family based on the child's age and needs, and helps connect the family to appropriate child care.
Compelling reason	Compelling reason means a decision to place a child with an applicant prior to approval as a Resource Family based upon the best interest of the child, to include maintaining a child's family-like connections.
Eligible Family	An eligible family includes: <ol style="list-style-type: none"> 1. Resource Families and families that have a child placed with them in an emergency or for a compelling reason. 2. Parenting foster youth and nonminor dependent parents 3. licensed foster family homes or certified family homes; 4. approved homes of relatives or nonrelative extended family members (NREFM);
Emergency placement	Emergency placement means a placement of a child or nonminor dependent with a relative or nonrelative extended family member prior to Resource Family Approval (RFA) pursuant to Welfare and Institutions Code (WIC) 361.4, 309, & 361.45
Parenting Youth	Parenting youth are also known as minor parents. It is the responsibility of the RF to provide direct care and supervision of the children of a minor parent during the hours that the minor parent is unavailable or unable to provide care and supervision. The Bridge Program provides payment for child care and a Child Care Navigator for children of Parenting Youth in foster care.
Regional Market Rate (RMR)	The Maximum reimbursement (ceiling) set by the California Department of Education for subsidized child care provided through programs that are subject to the Regional Market Rate (RMR) Survey of California Child Care Providers.
Resource Family(RF)	The term Resource Family is now used to describe all types of caregivers, rather than the various terms: Foster Parent, Adoptive Parent, Relative, or Non-Related Extended Family Member who wants to extend care to a related or unrelated child (or children) who is under the jurisdiction of the juvenile court, or otherwise in the care of a county welfare agency or probation department and have been approved through the RFA process.

Term	Definition
Resource Family Approval (RFA)	Resource Family Approval (RFA) – California Department of Social Services mandated implementation of the RFA process to replace prior approval processes. RFA is a family-friendly and child-centered caregiver approval process that combines elements of the current foster parent licensing, relative approval, and approvals for adoption and guardianship processes and replaces those processes. The RFA process improves the way caregivers (related and non-related) of children in foster care are approved and prepared to parent vulnerable children, whether temporarily or permanently. RFA is based on the State written directives which have the same force and effect as regulations and ensure that counties use the same standards for approval.
Trauma-informed care(TIC) training	TIC training will include, but is not limited to, infant and toddler development and research-based, trauma-informed best care practices for children in the child welfare system. Training is for child care providers.
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 Bridge Program 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 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, Federal policy requires any license-exempt child care provider must undergo a background check through the Trustline, regardless of relationship; therefore, all license-exempt providers must register on TrustLine. To check if a provider is registered on TrustLine or to register, call 1-800-822-8490.

B. Services:

1. Emergency child care voucher or payment for child care services:

a. County Responsibilities:

- i. Eligibility for Participation: County shall determine eligibility of a family or Parenting Youth for participation in the Bridge Program, and shall refer said family to Contractor pursuant to Article I.D. titled “HHSA Authorization for Services.”
- ii. County will prioritize emergency placements with relative and non-relative extended family members for Bridge Program participation.
- iii. County shall issue aid code for HHSA clients in the care of Eligible Family receiving child care voucher/payment or Child Care Navigator services, thereby meeting the requirements related to the funding for these services.

- b. Contractor Responsibilities:
- i. When requested via HHSA Authorization, Contractor shall issue time-limited emergency child care vouchers or payments to child care providers on behalf of Eligible Families and/or Parenting Youth in foster care. The time-limited child care voucher or payment is available to help pay for child care costs for foster children birth through age 12, children with exceptional needs, and severely disabled children up to age 21.
 - (1) All vouchers and payments for child care must be in accordance with the Regional Market Rate (RMR) ceilings for subsidized child care payment rates. (California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 2.5, Sections 18074 to 18076.3) The RMR ceilings for subsidized child care payment rates in effect at the time of execution are incorporated within as compensation rates. These rates are subject to change during the term of this agreement. Contractor is responsible for verifying rates paid are within RMR ceiling. Current rates are available at: <http://www3.cde.ca.gov/rcsc/>
- County will not be responsible for issuing payments or vouchers directly to child care providers or families.
- c. Requirements for Payment: Child care provider caring for children on behalf of Eligible Families may receive a payment or voucher for child care when:
- i. work or school responsibilities preclude the Eligible Family from being at home when the foster child is not in school, or
 - ii. for periods when the Eligible Family is required to participate, without the child, in activities associated with parenting a child that are beyond the scope of ordinary parental duties, including but not limited to, attendance at administrative or judicial reviews, case management meetings, conferences, team meetings, including child and family team meetings, family/parent training, school meetings, and counseling.
- d. Child Care Provider: The Eligible Family shall have a choice in selecting child care providers. Child care services for Eligible Family(ies) that are otherwise eligible for a child care subsidy but have not yet begun receiving subsidy payments, are eligible for Bridge Program funds. Child care may be administered by Child care centers, Family child care homes, or a Trustlined/relative.
- e. Time-Limited Payments: Payments may be provided for up to six months or until the child is successfully enrolled into long-term, subsidized child care. Eligibility may be extended an additional six-months, not to exceed 12 months, at the discretion of the County, if the Eligible Family is unable to secure long-term, subsidized child care during the initial six-month period. Once the County authorizes long-term subsidized child care, eligibility for the Bridge Program vouchers/payments ends. While enrolled in the Bridge Program, if the family secures a subsidized child care placement prior to the completion of the initial six-month period (or in the case of an extension for up to the 12 month period), the voucher or payment provided via the Bridge Program shall be terminated.
- f. Sixteen (16) COVID-19 Related Paid Nonoperational Days: SB 168 allocates funding to provide a state-subsidized child care provider serving children through the Bridge Program with up to 16 paid nonoperational days between July 1, 2021, and June 30, 2022, if the provider is closed due to COVID-19-related reasons. These 16

reimbursable nonoperational days are available to all provider types including license-exempt providers. These 16 reimbursable paid nonoperational days are in addition to the 10 existing paid nonoperational days available pursuant to Title 5 of the California Code of Regulations (5 CCR) Section 18076.2(b)(2). These days do not need to be used consecutively. Effective July 1, 2021, through June 30, 2022, counties and contractors must reimburse Bridge Program providers for up to 16 paid nonoperational days when the provider is closed for COVID-19 pandemic related reasons, including closures necessary to allow providers to obtain the COVID-19 vaccine or recover from COVID-19 vaccine side effects. Providers must mark on their attendance records or invoices any closure days they wish to claim when they were closed for reasons related to the COVID-19 pandemic. Providers must keep track of any COVID-19-related closures. Reimbursements shall be made to an alternate provider, when applicable. Under no circumstances may a provider be paid for more than a total of 16 paid nonoperational days between July 1, 2021, through June 30, 2022.

2. Child Care Navigator:

a. County Responsibilities:

County shall refer all Eligible Families initially via HHSA authorization, however family remains eligible for continued services beyond eligibility for bridge specific services as Child Care Navigator services shall be made available to any child in foster care, any child previously in foster care who has returned to his or her home of origin, and any child of parents involved in the child welfare system, including any child who meets the eligibility criteria for the Bridge Program. Eligibility will not be contingent on a child's receipt of a child care payment or voucher, and may continue beyond the six or twelve month voucher eligibility period. Eligible families shall have a choice in selecting child care providers.

b. Contractor Responsibilities:

- i. Contractor shall take all steps and do all things reasonable and necessary to assign a Child Care Navigator to all Eligible Families. Child Care Navigator services shall be made available to any child in foster care, any child previously in foster care who has returned to his or her home of origin, and any child of parents involved in the child welfare system, including any child who meets the eligibility criteria for the Bridge Program. The Child Care Navigator will:
 - (1) Assist the family, child welfare social worker, or probation officer, and other child and family team members with accessing child care at the time of placement as well as identifying child care options appropriate to the child's age and needs;
 - (2) Connect the Eligible Family to information and resources about school readiness and quality child care to empower families, improve their ability to access resources, and make informed decisions regarding their child care needs.
 - (3) Assist the Eligible Family in identifying potential opportunities for an ongoing child care subsidy if eligible;
 - (4) Assist the Eligible Family in completing appropriate child care program applications and enrolling into a child care program; and

(5) Develop an overall, long-term child care plan for the child, including plans, where possible, to minimize child care transitions or disruptions for the child.

ii. Contractor shall offer an array of child care arrangements for parents, such as in-home care, family child care, and center-based care. Contractor shall help families arrange child care services and make payment for those services directly to the child care provider selected by the Eligible Family. Contractor shall help choose care that will accommodate the individual needs of the family. Contractor shall process the families' application to receive subsidized child care services. Contractor shall supply information to all parents and the community about the availability of child care in their area

3. **Trauma-informed care (TIC) training and coaching for child care providers who may receive foster children in their care:**

a. County Responsibilities: County shall collaborate with Contractor to identify qualified child care providers and shall supply the following contact information of the Contractor to any care providers that are known to the County to provide care for foster children and would benefit from the TIC training.

b. Contractor Responsibilities:

Contractor shall take all steps and do all things reasonable and necessary to recruit and administer TIC training to all child care programs that are working with children, and children of parenting youth, in the foster care system, including both licensed and licensed-exempt providers TIC training will include, but is not limited to, infant and toddler development and research-based, trauma-informed best care practices for children in the child welfare system. Orientation sessions and/or Open training sessions to be held throughout the year.

i. The California Child Care Resource and Referral Network will develop and coordinate the TIC training content to be used by the Contractor. Contractor and necessary staff shall participate in The California Child Care Resource and Referral Network training upon which Contractor shall base content for development and delivery of child care provider TIC training and coaching.

ii. Coaching: In addition to TIC training, coaching shall be made available to the child care providers to assist them in applying training curriculum and learning strategies for working with children in foster care.

iii. Contractor shall assist potential child care providers in the licensing process; offer direct services, including TIC training; and coordinate community resources for the benefit of parents and local child care providers.

C. **Reporting:** Contractor shall submit written reports, including but not limited to the following:

1. Required CLIENT DATA reports: Data tracking and reporting to HHSA by the 15th of each month to include the following:

- a. Children who transition from the Bridge Program to other subsidized child care and non-subsidized child care by age group
- b. Children unable to secure stable child care placement prior to Bridge Program voucher or payment expiring by age group
- c. Number of Bridge Program Eligible Families served by a Child Care Navigator
- d. Number of families receiving Bridge Program payments or vouchers served by Child Care Navigators
- e. Number of TIC trainings offered
- f. Number of child care providers that attended TIC trainings
- g. Number of coaching sessions
- h. Number of child care providers that received coaching sessions
- i. Number of Families and children eligible for Bridge Program voucher or payment
- j. Number of Families and children issued Bridge Program payments or vouchers and those issued vouchers for the first time
- k. Types of child care settings used by children who receive Bridge Program payments or vouchers
- l. Length of time between a child being approved for a Bridge Program payment or voucher and child's first day in the selected child care setting
- m. Length of time children are enrolled in the Bridge Program

For reporting purposes, Contractor shall use the current year's template made available by the State, CCB18-Emergency Child Care Bridge Program for Foster Children (Bridge Program), available via the website: <https://www.cdss.ca.gov/inforesources/research-and-data/calworks-data-tables/ccb18>. For reporting and outcome purposes, Contractor will comply with the annually submitted Bridge Program Plan as required by the State for County participation in the Bridge Program.

The above written reports are a required deliverable of this Agreement and Contractor's failure to submit them to HHSA within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services rendered until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received; in addition, County may proceed as set forth herein the Article titled, "Default, Termination, and Cancellation."

2. Provider data to be collected Pursuant to WIC Section 10422, and the State of California/CCPU Agreement, the following provider information is required and will be reported via the Child Development Management Information System (CDMIS) found at this link: <https://www4.cde.ca.gov/cdmis/default.aspx>
 - a. Name;
 - b. Home address -*Note: Pursuant to Government Code (GOV) Section 6207 and WIC Section 10422, those providers approved as participants in the Secretary of State's address confidentiality program, may provide a designated address in lieu of a home address;
 - c. Mailing address;
 - d. County where child care is provided;
 - e. Work telephone number;
 - f. Cellular telephone number;

- g. Home telephone number; if known
- h. Email address; if known
- i. Agency, contractor, subcontractor, or political subdivision of the state administering the program in which the provider participates;
- j. The date the provider began subsidy care;
- k. The date the provider ended subsidy care, if applicable;
- l. Whether the provider is licensed or not;
- m. A “Yes” or “No” to clarify if a provider has a license number;
- n. Unique child care provider identification number, if applicable;
- o. State facility license number, if known; and
- p. 16 Primary language used, if known.

3. Additional Reporting upon request: Counties that choose to participate in the Bridge Program will also be required to submit data and outcomes in order to demonstrate that the program is meeting intended results. Contractor shall be prepared to offer additional data upon request from County. Potential elements may include, but are not limited to:

- a. Number of Eligible Families available in the report period
- b. Length of time to process and issue the payment or voucher to Eligible Families
- c. Type of child care setting selected
- d. Number and average duration of payments or vouchers disbursed
- e. Length of time (or number of months) child received the payment or voucher
- f. Number of referrals to Child Care Navigators
- g. Number of families served by Child Care Navigators
- h. Number of children enrolled in Bridge subsidized child care
- i. Number of children enrolled in non-Bridge subsidized care;
- j. Number of children transitioning from Bridge to non-Bridge subsidized care
- k. Length of time to transition from Bridge to non-Bridge subsidized care
- l. Number of TIC trainings held
- m. Number of child care providers attending TIC trainings
- n. Number of coaching sessions held
- o. Number of child programs and child care providers served

D. HHSA Authorizations for Service(s): (requirement varies per service category)

1. Prior to providing (a) Emergency Child Care payment or voucher service(s) on behalf of any Eligible Family(ies) or Parenting Youth detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by CPS program or other appropriate HHSA staff.

- a. Eligibility aid code for child in the care of Eligible Family receiving emergency child care voucher or payment shall be issued to Contractor on HHSA Authorization and shall be required on invoice backup.
- b. County shall not pay for any Emergency Child Care Payment services that have not been pre-approved by an HHSA Authorization, incomplete or unsatisfactory services. Contractor also shall not be compensated for services rendered outside of the authorized service dates identified on said HHSA Authorization. A copy of the Authorization shall be included with the invoice containing the service it pertains to and all documents shall be submitted to HHSA at the address indicated in the Article

titled, "Compensation for Services." Failure to submit a copy of the HHSAA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.

2. Child Care Navigator services are authorized for all Eligible Families in the foster care system. To initiate services, County shall issue an HHSAA Authorization. Child Care Navigator Services are authorized for payment with or without an HHSAA Authorization. Contractor will report monthly on number of families served by Child Care Navigator pursuant to the above reporting requirements in Article I section C.1.c.
3. TIC training and coaching services are authorized for all providers participating in the Bridge program; pursuant to the provisions contained herein this Agreement under the Article titled "Compensation for Services," documentation of providers trained will be required with invoice.
4. HHSAA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under "Scope of Services" or "Compensation for Services."

2) Article III, "Compensation for Services" shall be amended and replaced in its entirety, effective retroactively to July 1, 2021, per State direction:

ARTICLE III:

Compensation for Services:

Rates:

Emergency child care voucher or 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 Department of Social Services Reimbursement Ceilings for Subsidized Child Care at <https://rcsc.adm.dss.ca.gov/>

REIMBURSEMENT CEILINGS FOR SUBSIDIZED CHILD CARE

<i>Service</i>	<i>County Standardized Rate</i>
Emergency Child Care Vouchers or Payments for Child Care provided by: <ul style="list-style-type: none"> • CHILD CARE CENTERS • FAMILY CHILD CARE HOMES FOR EL DORADO COUNTY • TRUSTLINED/RELATIVE FOR EL DORADO COUNTY 	Below Rates Effective January 1, 2018. Reimbursement for child care voucher payments will be limited to the current RMR ¹ 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.

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

¹ Regional Market Rate (RMR) ceilings for subsidized child care payment rates are available at: <https://rcsc.adm.dss.ca.gov/>

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

TYPE OF PROVIDER: CHILD CARE CENTERS

Rates by age group and schedule of care:						
Age Group*	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
<i>Birth to 24 month</i>	\$85.50	\$343.16	\$1,402.03	\$14.64	\$255.94	\$972.91
<i>2 through 5</i>	\$58.21	\$246.39	\$953.45	\$10.81	\$182.80	\$643.00
<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 a school-age program.

TYPE OF PROVIDER: FAMILY CHILD CARE HOMES FOR EL DORADO COUNTY

Rates by age group and schedule of care:						
Age Group	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
<i>Birth to 24 month</i>	\$52.32	\$226.24	\$898.42	\$10.86	\$173.96	\$744.98
<i>2 through 5</i>	\$50.64	\$212.23	\$854.28	\$10.58	\$159.49	\$603.03
<i>School Age</i>	\$40.96	\$169.28	\$695.48	\$9.38	\$137.30	\$519.16

TYPE OF PROVIDER: TRUSTLINED*/RELATIVE FOR EL DORADO COUNTY

Age Group	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly
Birth to 24 month	\$36.63	\$158.37	\$628.89	\$3.52
2 through 5	\$35.45	\$148.56	\$597.99	\$3.30
School Age	\$28.67	\$118.49	\$486.83	\$2.63

*When there is an “immediate need” for child care services, state regulations allow parents to use a “provisional provider” for up to 30 calendar days, pending TrustLine registry, when the provider has completed a TrustLine application and submitted fingerprints to the California Department of Justice. At the conclusion of the 30 consecutive calendar days, the “provisional provider” must be registered on TrustLine in order to be paid for services.
 To check if a provider is registered on TrustLine or to register, call 1-800-822-8490.

Pending release, the next funding allocation may include funds available to support the

reimbursement of TrustLine registration services for license-exempt providers serving children receiving child care through the Bridge Program. The costs include the live scan (fingerprinting) services fee, submission of a TrustLine Application fee, and costs associated with the administration of the process. Claiming details and instructions will be provided in a forthcoming County Fiscal Letter (CFL) at which time the Contractor will be notified.

Service	<i>NTE Based on current allocation*</i>
Child Care Navigator	<p>Child Care Navigator compensation is not to exceed the total combined maximum obligation for Child Care Navigator services as listed in table 4.3.</p> <p>Contractor will be compensated in twelve (12) monthly payments based on the annual allocation for the Fiscal year (July 1-June 30). In the event the term of the Agreement for the first year is less than twelve (12) months, the total allocated amount shall be divided by the number of full months to establish the monthly rate.</p> <p>In the event of a partial month, that month shall be prorated by the monthly rate established divided by the number of calendar days of the partial month, multiplied by the number of partial days of the month.</p>
Trauma-informed care (TIC) training and coaching	<p>TIC training and coaching compensation not to exceed the total combined maximum obligation for TIC training, as listed in table 4.3. Contractor will be compensated in twelve (12) monthly payments based on the annual allocation for the Fiscal year (July 1-June 30) In the event the term of the Agreement for the first year is less than twelve (12) months, the total allocated amount shall be divided by the number of full months to establish the monthly rate.</p> <p>In the event of a partial month, that month shall be prorated by the monthly rate established divided by the number of calendar days of the partial month, multiplied by the number of partial days of the month.</p>
<p>Compensation based on: fiscal year 2021-22, 22/23, and 23/24 emergency child care bridge for foster children program State General Fund (GF) allocation for El Dorado County and matched by federal funds. Rates subject to change in accordance with annual change in State GF allocation amount and quarterly non-Federal discount rate. In the event that the County is notified mid-fiscal year of an increase to the annual allocation, the monthly amount will be revised and distributed over the remaining months of the fiscal year.</p>	

Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

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Invoices:

It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_Contractor_resources.aspx. which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with “white-out” types of corrections will not be accepted. HHSA Authorizations 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 Authorization shall be listed on the invoice backup for Emergency Child Care Payments and, if applicable, Child Care Navigator services. Contractor shall ensure that only billing information is included on the invoice. A sample invoice is attached as Exhibit A. 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:

- A. Contractor name, address, and phone number.
- B. Eligible Family/child name(s), applicable to Child Care Payments.
 - 1. Age group category of each child receiving service covered by the HHSA Authorization.
 - 2. Unit of Service (i.e.: schedule type: full-time or part-time, hourly, daily, weekly, or monthly)
 - 3. Rate for Emergency Child Care Payments issued.
 - 4. Child’s eligibility aid code (as issued on HHSA Authorization)
- C. Service date(s) /date range.
Contractor shall ensure that said invoice backup clearly documents the date range and schedule type for child care provided.
- D. Type of service(s) rendered.
 - 1. Type, name, and address of child care provider.(child care center, family child care home, or Trustlined/relative)
 - 2. Subject to future allowability by Department of Social Services, and notification of Contractor, reimbursement for authorized costs related to Trustline verification."
- E. Reimbursement for COVID-19 Related Paid Related Nonoperational Days
- F. All fee(s) for Emergency Child Care Payments charged to County shall be in accordance with the rates as set forth in this Agreement. RMR is subject to change. Contractor shall verify rates charged are appropriate for service period.
- G. Total amount billed to the County of El Dorado under the subject invoice

Each invoice for Child Care Navigator services shall include

- A. Contractor name, address, and phone number.
- B. Copies of relevant monthly reports for the period.
- C. Child Care Navigator services to be rendered and invoiced by vendor based on available funding in the category of service and not to exceed maximum annual obligation for service category.
- D. Total amount billed to the County of El Dorado under the subject invoice

Each invoice for TIC training and coaching services shall include:

- A. Contractor name, address, and phone number.

- B. Performance related to TIC training/coaching is expected to vary as the program progresses. Data for the following categories shall be reported monthly regardless of quantity for each category:
1. Number of TIC trainings;
 2. Number of child care providers who attended TIC trainings-;
 3. Number of coaching contacts/session;
 4. Number of child care providers that received coaching contact sessions;
 5. Number of staff trainings attended; and
 6. Number of staff that received trainings.
- C. Total amount billed to the County of El Dorado under the subject invoice.

Contractor is required to submit invoices with a copy of the Authorization, no later than 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 renders Client services in accordance with “Scope of Services.” Failure to submit invoices and Authorizations by the 15th of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHS 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.

To facilitate accounting at the end of the fiscal year, the May invoice shall be expedited to submit by **June 5th**. Child Care Navigator and TIC training costs are to be invoiced for the month of June by **June 5th** in order to allow the services to be paid from the current fiscal year’s allocation. A supplemental invoice for remaining services (including Child Care Payments) provided in June shall be submitted by **July 5th**. Invoices shall be sent as follows, or as otherwise directed in writing by County:

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

Email (preferred method):	U.S. Mail:
<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>

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.

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s receipt and approval of all valid invoice(s) identifying services rendered.

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- 3) **Article IV, “Maximum Obligation” shall be amended and replaced in its entirety, effective retroactively to July 1, 2021, per State direction:**

ARTICLE IV

Maximum Obligation:

The annual maximum contractual obligation for services provided under this Agreement will adjust based on State General Fund allocation and the percentage of non-federal cases.

County is not obligated to provide the resources and level of service beyond what is provided in the State General Fund (GF) allocation. However, County is required to leverage federal funding for navigation and training components of this Agreement. Methodology for leveraging of State General Fund is as follows: County shall review the average non-federal discount rate that is used to determine the amount of administrative costs associated with non-federally eligible Foster Care cases as stated in the California Department of Social Services County Fiscal Letter 15/16-46. This average yearly percentage will be used to identify the amount of federal funding to be allocated to the Bridge Program for the following fiscal year during the term of this Agreement.

For Fiscal Year 2021-22, the California Department of Social Services (State) Emergency Child Care Bridge For Foster Children General Fund (GF) Final Allocation for FY 2021-22 including Assistance and Administration Total Allocation is \$300,698, available for reference at this link to [CFL 21/22-45](#).

To leverage federal IV-E funding, the GF allocation amount will be matched by federal funds equal to 31.04% of the Emergency Child Care Payment component (Assistance) and 24.27% for the Navigation and Training (Administrative) components for a total federal contribution of up to \$126,288-

Including the federal funding, the total Maximum Obligation for FY 2021/22 is \$426,986

Both the State and Federal funds match portion may vary each year.

- A. Upon release by the State of any additional allocation amounts for FY 2021/22 and each year thereafter for the term of this Agreement, the State notification shall be attached hereto; Tables 4.1-4.3 below shall be updated, and the maximum obligation adjusted to match the allocation, without need for amendment.
- B. In the event the FY 2021/22 (and any year thereafter) State allocation includes an allowance for Administrative Overhead and/or Trustline cost support, or other categories of Administrative or Assistance support, Contractor will then be allowed to claim State authorized amounts, upon written notice of same from the Contract Administrator.

Rev. 1 - REVISED FUNDING TABLES:

Table 4.1 Rev. 1				
State General Fund allocation for Emergency Child Care Bridge for Foster Children Program General Fund				
Fiscal Year	Emergency Child Care Payment (Assistance)	Child Care Navigator (Administration)	TIC training (Administration)	Total Not to Exceed for Fiscal Year
2021/22	\$ 230,791	\$51,984	\$ 17,923	\$300,698
2022/23	TBD	TBD	TBD	TBD
2023/24	TBD	TBD	TBD	TBD

Table 4.2 Rev. 1				
Additional funding Title IV-E: The County will, to the maximum extent possible, leverage federal Title IV-E funding, including administrative funding, available to Title IV-E of the federal Social Security Act, to enhance navigation and training support.				
Fiscal Year	Emergency Child Care Payment (Assistance)	Child Care Navigator (Administration)	TIC training (Administration)	Total Not to Exceed for Fiscal Year
2021/22	\$103,883.	\$ \$16,660	\$ \$5,745	\$ \$126,288
2022/23	TBD	TBD	TBD	TBD
2023/24	TBD	TBD	TBD	TBD

Table 4.3 Rev. 1				
Total combined maximum obligation Emergency Child Care Bridge for Foster Children Program				
Fiscal Year	Emergency Child Care Payment (Assistance)	Child Care Navigator (Administration)	TIC training (Administration)	Total Not to Exceed for Fiscal Year
2021/22	\$ \$334,674	\$ \$ 68,644	\$ \$23,668	\$ \$426,986
2022/23	TBD	TBD	TBD	TBD
2023/24	TBD	TBD	TBD	TBD

Unspent funds do not carry forward and are liquidated at end of each fiscal year.

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- 4) **Article IX, Contractor to County” shall be amended and replaced in its entirety effective upon execution.**

ARTICLE IX

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.

- 5) **Article XI “Independent Contractor/Liability” is hereby amended and replaced to read as follows, effective upon execution.**

ARTICLE XI

Independent Contractor: 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, 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 #5344 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Leslie Griffith
Leslie Griffith (Mar 8, 2022 14:27 PST)

Leslie Griffith, MSW, Assistant Director
Health and Human Services Agency

Dated: 03/08/2022

Requesting Department Head Concurrence:

By: Don Semon
Don Semon (Mar 8, 2022 14:36 PST)

Don Semon, Director
Health and Human Services or successor

Dated: 03/08/2022

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5344 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/5/22

By: Lori Parlin
Lori Parlin, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schausberger
Deputy Clerk

Dated: 4/5/22

-- CONTRACTOR --

CATALYST FAMILY, INC, doing business as
CATALYST COMMUNITY

By: Susan Dumars
Susan Dumars (Mar 8, 2022 22:39 PST)
Susan Dumars
President
"Contractor"

Dated: 03/08/2022

By: Chris Strale
Chris Strale (Mar 9, 2022 08:25 PST)
Chris Strale, BOD
Secretary

Dated: 03/09/2022

CM

EXHIBIT A

**County of El Dorado Health and Human Services Agency
BILLING INVOICE**

Vendor Name:	Catalyst Family, Inc.
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	5344
Program Description:	Emergency Child Care Bridge
EDC HHSA Program Contact Person:	leslie.griffith@edcgov.us
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE (Hours/QTY)	COST PER UNIT (Rate)	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			
	Please Pay this Amount:			0

Invoice Backup

Invoice backup for services to include all data listed in your contract. – (if appropriate)

If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

Bill to:	Email: SSCWSinvoice@edcgov.us (preferred method)
	Mail: County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667