

## AGREEMENT FOR SERVICES #7658

Stage One Childcare Administration

---

---

**THIS AGREEMENT** 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., 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, California 75037, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide Stage One Child Care Management Service for Welfare-To-Work participants referred by County for California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care services;

**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;

**WHEREAS**, Contractor is the Alternative Payment Program (APP) which administers the CalWORKs Stage Two and Stage Three Child Care programs funded through the California Department of Education (CDE) or the California Department of Social Services (CDSS);

**WHEREAS**, Due to recent changes implemented by Assembly Bill 121 (Chapter 414, Statutes of 2019) and Senate Bill 80 (Chapter 27, Statutes of 2019), CDSS has developed the California Statewide Automated Welfare System (CalSAWS) Child Care Portal containing the current individual family data needed to transfer a family between stages;

**WHEREAS**, Contractor, acting as the AAP, has the need to ascertain individual family data needed to transfer a family between stages;

**WHEREAS**, Per direction from the CDSS All County Letter (ACL) 19-99, dated October 4, 2019: Beginning no later than January 1, 2021, Child Welfare Departments (CWDs) shall provide limited, read-only, online access through CalSAWS databases to local administrators providing CalWORKs Stage Two and Three Child Care services;

**WHEREAS**, Counties are required to grant local APPs access to the CalSAWS Child Care Portal to provide limited the read-only data needed to transfer a family between childcare stages;

**WHEREAS**, CDSS ACL 19-99 and ACL 19-110 provide guidance on the Child Care Portal automation; CDSS guidance is to create agreement with APPs to implement this automation;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that the work can be more economically and feasibly performed by independent contractors than County employees in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(a), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree 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 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 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, 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. 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. The number of hours of child care authorized on the Stage One Child Care referral.
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 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 for Participation: County shall determine eligibility of a family or youth for participation in the program and shall refer said family to Contractor via Health and Human Services Agency (HHSA) 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 HHSA and/or SAWS Service Desk.
2. Contractor Responsibilities:
- a. Provide a Stage One Child Care Management Service for those Welfare-To-Work (WTW) participants referred to the Contractor by County for California Work Opportunity and Responsibility to Kids (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 polices have been received, read, and understood. Participants will be enrolled for the hours, days, start date and end date for childcare as authorized by El Dorado County Health and Human Services Division of Social Services (EDCDSS). Contractor will maintain written documentation from 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 parents 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" in their WTW program participation by WTW staff, Contractor shall transfer them to CalWORKs Stage Two Child Care services, if funding is available. Stable is defined by WTW guidelines as being in the same activity for 30 days.
  - 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:
    - i. Number of Stage One children with childcare payments made during the month;
    - ii. Number of Stage One children in license-exempt childcare during the month;
    - iii. Number of Stage One children in licensed childcare during the month;
    - iv. Stage One childcare expenditures paid during the month;
    - v. Number of Stage One children enrolled in Stage Two during the month.
  - j. Completing, submitting and forwarding a copy of all monthly CW115 and CW115A reports.

- 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 MOU, including but not limited to, computer and network connectivity maintenance and costs for Contractor computers.
  - n. 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 Catalyst Community staff.
  - r. Complying with instruction from HHSa as it applies to the CalSAWS Child Care Portal or this MOU.
  - s. Ensuring appropriate Catalyst Community 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 Catalyst Community staff assigned access to the Child Care Portal complete the annual HHSa Privacy and Security Training and submit required Privacy Security acknowledgement forms to HHSa 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 Two Child Care or transfer a case between Stage One and Stage Two Child Care.
  - v. Notifying HHSa of any electronic breach or improper disclosure of data obtained through this MOU, 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 MOU.
  - 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.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of February 27, 2024 through February 26, 2027.

**ARTICLE III**

**Compensation for Services:**

**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:

**REIMBURSEMENT CEILINGS FOR SUBSIDIZED CHILD CARE**

<i>Service</i>	<i>County Standardized Rate</i>
<b>Payments for Child Care provided by:</b> <ul style="list-style-type: none"> <li>• <b>CHILD CARE CENTERS</b></li> <li>• <b>FAMILY CHILD CARE HOMES FOR EL DORADO COUNTY</b></li> <li>• <b>TRUSTLINED/RELATIVE FOR EL DORADO COUNTY</b></li> </ul>	Below Rates Effective January 1, 2022. Reimbursement for child care voucher payments will be limited to the current RMR <sup>1</sup> 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:

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:						
<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 a school-age program.

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

**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>	\$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

**TYPE OF PROVIDER: TRUSTLINED\*/RELATIVE 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>	\$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

**Per-Child Plus Rates**

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

\*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.

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

**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. HHSAs 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)
  - b. Pending release of FY 2023-24 allocation, and notification of Contractor, reimbursement for authorized costs related to Trustline verification.
5. All fee(s) for 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.
6. 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 15<sup>th</sup> 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 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><b>Email (preferred method):</b></i>	<i><b>U.S. Mail:</b></i>
<p><a href="mailto:SSCWSinvoice@edcgov.us">SSCWSinvoice@edcgov.us</a> 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 as County directs.



For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

1. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

- 1.1. For those situations where a service is disallowed by County on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), 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 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 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 the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled “Default, Termination, and Cancellation”. In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

**ARTICLE IV**

**Maximum Obligation:** The annual maximum contractual obligation for services provided under this Agreement shall not exceed:

	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>
Stage One Child Care Administration Salary Charges	\$74,000	\$76,310	\$78,507
Stage One Child Care Administration Benefit Charges	\$18,500	\$19,425	\$20,281
Indirect Admin Charges 8% of total contract NTE (HR, Accounting, IT, Insurance, and Payroll)	\$35,164	\$38,112	\$41,370
Child Care Payments	\$363,448	\$397,133	\$434,730
Maximum Obligation	\$491,112	\$531,000	\$577,888
Total Maximum Obligation	\$1,600,000		

The initial estimate of available funds for provider payments is based on the September 2022 CW 115 Child Care Monthly Report. Adjustments to the availability of funds will be reviewed upon the current CW115 claim at the initiation of this agreement will be utilized to inform caseload growth and potential increases. Substantial growth in participants – more than 25% - shall result in review of Contractor staffing requirements and reimbursement, inclusive of the addition of provider payment funds which may result in future amendments to add funding.

Upon written approval by County’s Contract Administrator, the amount per fiscal year herein, or the transfer of funds between the funding categories above may be reallocated among fiscal years during the term of this Agreement, contingent upon funding availability. In no event shall the total maximum contractual obligation of the Agreement be exceeded.

## ARTICLE V

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

Contractor agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

- A. System for Award Management: Contractor is required to obtain and maintain an active registration in the System for Award Management (SAM.gov). Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Federal Funding Information			
<b>Contractor:</b>	Catalyst Family, Inc.		<b>UEI #:</b> EYK3JTULHTM3
<b>Award Term:</b>	07/01/2023-06/30/2026		<b>EIN #:</b>
<b>Total Federal Funds Obligated: up to \$1,600,000</b>			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.558	2101CATANF	10/1/20, 1/5/21, 4/1/21 7/2/21	Temporary Assistance for Needy Families (TANF)
93.558	2201CATANF	10/27/21, 1/3/22 4/5/22	Temporary Assistance for Needy Families (TANF)
<b>Project Description:</b>	Stage One Childcare Administration		
<b>Awarding Agency:</b>	California Department of Social Services		
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency		
<b>Indirect Cost Rate or De Minimus</b>	Indirect Cost Rate: 26.15% Rate is subject to change based on the new rate reviewed and approved every Fiscal Year by the El Dorado County Auditor's Office.	De Minimus <input type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

**ARTICLE VI**

**Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. 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.
- B. 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 SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

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 VII**

### **Audits, Compliance, and Monitoring:**

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California

Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit B, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit **B** upon request by County.

### **ARTICLE VIII**

**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 IX**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

### **ARTICLE X**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

### **ARTICLE XI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor

may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE XII**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE XIII**

**Health Insurance Portability and Accountability Act (HIPAA) Compliance:** As a condition of Contractor performing services for County, Contractor shall execute Exhibit C, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

#### **ARTICLE XIV**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

#### **ARTICLE XV**

**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 understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

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

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

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

#### **ARTICLE XVI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XVII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §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 the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XVIII**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.



3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

## ARTICLE XIX

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. 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  
[hhsa-contract@edcgov.us](mailto:hhsa-contract@edcgov.us)

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CATALYST FAMILY, INC. DBA CATALYST COMMUNITY  
350 Woodview Avenue, Suite 100  
Morgan Hill, CA 75037  
ATTN: Tina Barna

or to such other location as the Contractor directs.

#### **ARTICLE XX**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXI**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

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

Contractor shall defend, indemnify and hold County harmless from and against any and all losses, damages, claims, suits, costs, and liability for damages of every name, kind and description, including reasonable attorney's fees, brought for, or on account of any damage to property or injury to any person or death of any person, or any economic or consequential losses occurring in, on, or about the Premises or any part thereof, caused by, arising out of, or in connection with the performance under this Agreement by Contractor, its officers and employees, except to the extent such damage or injury

is caused in whole or in part by the negligence or willful misconduct of County, its employees, agents or contractor.

County shall defend, indemnify and hold Contractor harmless from and against any and all losses, damages, claims, suits, costs, and liability for damages of every name, kind and description, including reasonable attorney's fees, incurred, brought for, or on account of any damages to property or injuries to or death of any person, or any economic or consequential losses which are claimed to or in any way caused by, arise out of, or are connected with the operations, acts, omissions, or performance under this Agreement by County, its employees, agents or contractors, except to the extent such damage or injury is caused by the sole or active negligence or willful misconduct of Contractor, its officers and employees.

## **ARTICLE XXII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only

insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

### **ARTICLE XXIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

### **ARTICLE XXIV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall

any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

#### **ARTICLE XXVI**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXVII**

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

## **ARTICLE XXVIII**

**County Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE XXIX**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jennifer Rogers, Program Manager, Self Sufficiency, Health and Human Services Agency, or successor.

## **ARTICLE XXXI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## **ARTICLE XXXII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

### ARTICLE XXXIII

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

### ARTICLE XXXIV

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

### ARTICLE XXXV

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

### ARTICLE XXXVI

#### **Additional Terms and Conditions:**

**A. Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.

**TO REPORT CHILD ABUSE, PLEASE REFER TO THE COUNTY WEBSITE:**  
[https://www.edcgov.us/Government/HumanServices/Protective%20Services/Pages/child\\_protective\\_services.aspx](https://www.edcgov.us/Government/HumanServices/Protective%20Services/Pages/child_protective_services.aspx) El Dorado County CPS 24-hour HOTLINE (844) 756-3699 After making the phone call, Mandated Reporters must also FAX a written report ([Report Form](#)) to CPS within 36 hours. Fax: (530) 663-8493.

**B. Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, and the Confidentiality of Medical Information Act, California Civil Code Sections 56 et seq. 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.

1. Permitted Uses and Disclosures of PII by Contractor.
  - a. 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.

- b. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - 1) Use and disclose only 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
  - 2) Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that 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.
2. Responsibilities of Contractor.
  - a. Contractor agrees to safeguards:
    - 1) 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
      - a) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
      - b) 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 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. Contractor shall 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.
    - 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 and agents.

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 or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County HIPAA Compliance/Security Officer, within two business days of discovery, at (530) 621-5565. 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 Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach.

**C. Access to Records:** The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

**D. 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 (42 USC 12101 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 Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, 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.

**E. Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 75.213 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
2. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification of destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above Paragraph B.
4. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
5. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state.
6. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 75.213.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state governments, County may immediately terminate this Agreement for cause or default.

**F. 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 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS 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 non-allowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.

- G. Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- H. Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- I. Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.
- J. Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:
1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
  2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the

applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

**K. Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

**L. Release of Information:** Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

**M. Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

## ARTICLE XXXVII

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXXVIII**

**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.

**Requesting Contract Administrator Concurrence:**

By: *Jennifer Rogers* Dated: 01/22/2024  
Jennifer Rogers (Jan 22, 2024 11:53 PST)  
Jennifer Rogers  
Program Manager  
Self Sufficiency Program  
El Dorado County Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: *Olivia Byron-Cooper* Dated: 01/22/2024  
Olivia Byron-Cooper (Jan 22, 2024 12:00 PST)  
Olivia Byron-Cooper, MPH  
Director  
El Dorado County Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_


Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors


By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- CATALYST FAMILY, INC. DBA CATALYST COMMUNITY --

By:   
Susan Dumars (Jan 22, 2024 12:22 PST)  
Susan Dumars  
Chief Executive Officer  
"Contractor"

Dated: 01/22/2024

By:   
Michelle Massaro (Jan 23, 2024 08:18 PST)  
Michelle Massaro  
Corporate Secretary

Dated: 01/23/2024

**Catalyst Family, Inc. dba Catalyst Community**  
**EXHIBIT A**  
**Invoice**

County of EI Dorado HEALTH AND HUMAN SERVICES AGENCY – BILLING INVOICE			
Claimant Name:	Catalyst Community	Claimant Address:	3161 Cameron Park Drive, Suite 101, Cameron Park, CA 95682
Service Period:		Phone#:	(530) 676-0707
Invoice Amount:	\$	E-mail Address:	tbarna@catalystcomm.org
Services Rendered:		County Agreement#:	Administrator
Bill To:	EI Dorado County Department of Social Services, 3057 Briw Road, Placerville, CA 95667		

**Fiscal year 2023/2024 is July 1, 2023 – June 30, 2024**

Service Type	Contract Maximum FY 23/24 Subject to change based on allocation	Amount Billed for service period	YTD Billed	Allocation Remaining
Voucher/Child Care Payment Reimbursement- Backup attached	\$348,000.00	\$	\$	\$
Stage One Child Care Administration	\$128,280.00	\$	\$	\$
<b>Total</b>	<b>\$476,280.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

- Invoice backup for services to include all data listed in the Article titled "Funding and Compensation for Services."
- May and June services to be invoiced as soon as possible. Please submit invoice by June 5.

I certify, that I am duly appointed, qualified and acting officer of the herein-named claimant; that the costs being claimed herein are in all respects, true, correct and in accordance with the contract provisions; that the funds were expended or obligated during the service period; and that the net amount claimed above has not been previously presented to or reimbursed through the Department of Social Services.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

I Certify that I have reviewed the content of this invoice and approve it for payment.

HHSA Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Catalyst Family, Inc. dba Catalyst Community**  
**Exhibit B**  
**“Vendor Assurance of Compliance with**  
**Nondiscrimination in State and Federally Assisted Programs”**

---

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

01/22/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Susan Dumars (Jan 22, 2024 12:22 PST)  
Signature

350 Woodview Ave #100, Morgan Hill CA 95037  
\_\_\_\_\_  
Address of vendor/recipient

(08/13/01)



**Catalyst Family, Inc. dba Catalyst Community**  
**Exhibit C**  
**HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

**RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    - 3. Disclose PHI as necessary for BA's operations only if:
      - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
        - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
    - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
  - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
  - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
  - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
    1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
    2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
    3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
  - C. Effect of Termination.
    1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.


## VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

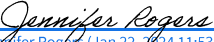
Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

**Approval and Signatures**

By:   
Susan Dumars (Jan 22, 2024 12:22 PST)  
Name  
"BA Representative"

Dated: 01/22/2024

By:   
Jennifer Rogers (Jan 22, 2024 11:53 PST)  
Name  
"HHS Representative"

Dated: 01/22/2024

**Catalyst Family, Inc. dba Catalyst Community**

**Exhibit D**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

If no, please type N/A.

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

01/22/2024

Date

Catalyst Family Inc

Type or write name of company

  
Susan Dumars (Jan 22, 2024 12:22 PST)

Signature of authorized individual

Susan Dumars

Type or write name of authorized individual