



DATE	July 20, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 163 634 390 #

Executive Committee Agenda

Per Governor's Executive Order N-29-20, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

1. Call to Order

2. Roll Call

Fred Plane (Chair)	Ana Vigil (Secretary)	Curtis Floyd
Maritza Jimenez (Vice Chair)	Janea Benton (Treasurer)	Jonathan Mullings

3. Resolution approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361 – Jeremy Tobias, Chief Executive Officer – Action Item

- a. Resolution #2022-23 (*p. 3-4*)

4. Public Comments

The public may address the Board of Directors on items not on the agenda. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.

5. Consent Agenda

The Consent Agenda consists of items that are considered routine and non-controversial. These items are approved in one motion unless a member of the Board or the Public requests removal of a particular item. If comment or discussion is requested, the item will be removed from the Consent Agenda and will be considered in the order listed – **Action Item**

- a. Head Start & Early Head Start Budget to Actual Reports for June 2022 (*p. 5-16*)
- b. Early Childhood Educator Job Description (*p. 17-22*)
- c. Approval to Purchase Supplies and Materials for New Classrooms (*p. 23*)
- d. Congratulatory Letter from Mayor Karen Goh for CAPK's Beautiful Bakersfield Award of Nonprofit of the Year (*p. 24 / Receive & File*)

6. New Business

- a. New Service Line - Kern Health Systems: Cal AIM Incentive Payment Program (IPP) – **Action Item (p. 25-72)** Rebecca Moreno, Director of Community Development
- b. California Department of Public Health Women Infants & Children (WIC) Program Contract #22-10236 – **Action Item (p. 73-158)** Lorna Speight, WIC Program Administrator
- c. June 2022 Financial Statements – **Action Item (p. 159-219)** Tracy Webster, Chief Financial Officer

- d. Update on Community Economic Resiliency Fund (CERF)
Application – ***Info Item (Verbal Report)***

Pritika Ram, Chief Business
Development Officer

- e. Update on Region IX Approval of the Sale of Business Park
North and Central Kitchen - ***Info Item (p. 220-221)***

Emilio Wagner, Director of Operations

7. Committee Member Comments

8. Next Scheduled Meeting

Executive Committee
12:00 pm
Wednesday, December 14, 2022
5005 Business Park North
Bakersfield, CA 93309

9. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, July 15, 2022. Paula Daoutis, Administrative Coordinator.



RESOLUTION 2022-23

A RESOLUTION OF THE BOARD OF DIRECTORS OF COMMUNITY ACTION PARTNERSHIP OF KERN AUTHORIZING USE OF TELECONFERENCING FOR PUBLIC MEETINGS UNDER AB 361

The Executive Committee of the Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on July 20, 2022, in Bakersfield, California and resolved as follows:

WHEREAS, the Governor of the State of California (Governor) proclaimed a State of Emergency to exist as a result of the threat of COVID-19. (Governor's Proclamation of a State of Emergency (Mar. 4, 2020); and

WHEREAS, the Governor's Executive Order No. N-25-20 (Mar. 12, 2020); Governor's Executive Order No. N-29-20 (Mar. 17, 2020); and Governor's Executive Order No. N-08-21 (Jun. 11, 2021) provided that local legislative bodies may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body and waived the Brown Act provisions found in Government Code section 54953(b)(3) which require the physical presence of the members, the clerk, or other personnel of the body, or the public, as a condition of participation in, or quorum for, a public meeting, including the requirement that:

1. State and local bodies notice each teleconference location from which a member will be participating in a public meeting.
2. Each teleconference location be accessible to the public.
3. Members of the public may address the body at each teleconference location.
4. State and local bodies post agendas at all teleconference locations.
5. During teleconference meetings at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

WHEREAS, the provisions of Governor's Executive Order No. N-25-20 (Mar. 12, 2020); Governor's Executive Order No. N-29-20 (Mar. 17, 2020); and Governor's Executive Order No. N-08-21 (Jun. 11, 2021) expired on September 30, 2021 and will no longer remain in effect thereafter; and

WHEREAS, the Center for Disease Control is currently contending with the Delta Variant of the COVID-19 virus and anticipates the development of potential other strains which may further impede public agency operations and prolong the need for social distancing requirements; and

WHEREAS, recent legislation (AB 361) authorizes a local legislative body to use teleconferencing for a public meeting without complying with the Brown Act's teleconferencing quorum, meeting notice, and agenda requirements set forth in Government Code section 54953(b)(3), in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to 2 above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Community Action Partnership of Kern as follows:

1. **Determination of Imminent Health or Safety Risks.** The Board of Directors hereby determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
2. **Continued Implementation of AB 361.** If the state of emergency remains in effect and meeting in person would present imminent risks to the health or safety of attendees, the Board of Directors shall, to continue meeting subject to the provisions set forth in AB 361 and the Brown Act, no later than 30 days after it adopts this Resolution and every 30 days thereafter, make the following findings by majority vote:
 1. The Board of Directors has reconsidered the circumstances of the state of emergency; *and*
 2. Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials impose or recommend measures to promote social distancing.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 20th day of July 2022.

Fred Plane Chair
CAPK Board of Directors

Date



MEMORANDUM

To: Executive Committee

From: Tracy Webster, CFO/ Louis Rodriguez, Finance Administrator

Date: July 20, 2022

Subject: *Head Start*
Budget to Actual Report for the period ended June 30, 2022 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through June 30, 2022. Four months (33.3%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 25% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 12% of the budget.

Non-Federal Share (Head Start and Early Head Start combined)

Non-Federal share is at 32% of the budget.

Community Action Partnership of Kern
Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
 Report Period: March 1, 2022 - June 30, 2022
 Month 4 of 12 (33.3%)

Prepared 6/14/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,267,039	2,238,295	7,028,744	24%	76%
FRINGE BENEFITS	3,776,726	726,401	3,050,325	19%	81%
TRAVEL	-	23,561	(23,561)		
EQUIPMENT	55,000	-	55,000		
SUPPLIES	890,498	308,395	582,103	35%	65%
CONTRACTUAL	165,175	88,841	76,334	54%	46%
CONSTRUCTION	-	-	-		
OTHER	2,724,977	892,645	1,832,332	33%	67%
INDIRECT	1,630,902	411,817	1,219,085	25%	75%
TOTAL BASE FUNDING	18,510,317	4,689,955	13,820,362	25%	75%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	11,838	32,354	27%	73%
SUPPLIES	30,013	2,538	27,475	8%	92%
CONTRACTUAL	26,080	-	26,080	0%	100%
OTHER	212,393	24,292	188,101	11%	89%
INDIRECT	31,268	3,723	27,545	12%	88%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	42,391	301,555	12%	88%

CARRYOVER

SUPPLIES					
CONTRACTUAL					
CONSTRUCTION					
OTHER					
INDIRECT	-	-	-		
TOTAL CARRYOVER	-	-	-		

GRAND TOTAL HS FEDERAL FUNDS	18,854,263	4,732,345	14,121,918	25%	75%
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HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,340,055	666,716	1,673,339	28%	72%
CALIF DEPT OF ED	7,988,651	2,601,436	5,387,215	33%	67%
TOTAL NON-FEDERAL	10,328,706	3,268,152	7,060,554	32%	68%

Budget reflects Notice of Award #09CH011132-04-01

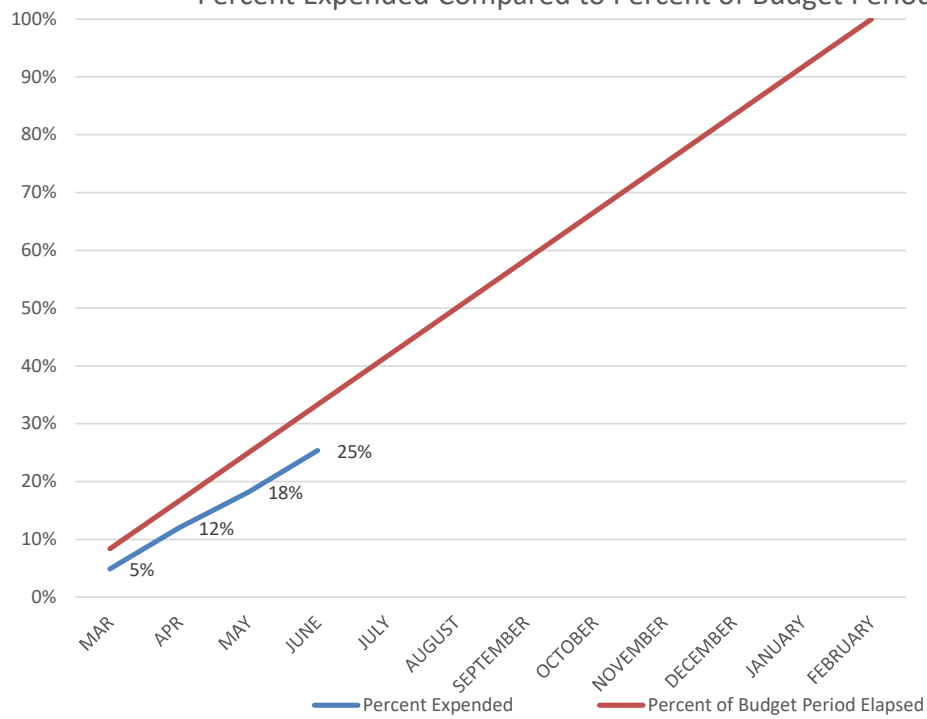
Actual expenditures include posted expenditures and estimated adjustments through 06/30/2022

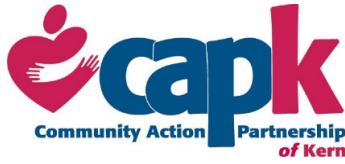
Administrative Cost for HS and EHS Combined **6.9%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	18,555	-	-	-	18,555	7/1/2022
Lowe's	14,271	0	-	-	14,271	7/13/2022
Smart & Final	879	32	-	-	911	7/1/2022
Save Mart	517	95	47	29	688	7/2/2022
Chevron & Texaco Business Card	9,802	-	-	-	9,802	7/2/2022
Home Depot	7,696	-	-	-	7,696	7/5/2022
	51,720	127	47	29	51,923	

Head Start
Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Executive Committee

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: July 20, 2022

Subject: *Early Head Start*
Budget to Actual Report for the period ended June 30, 2022 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2022, through June 30, 2022. Four months (33.3%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 24% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 17% of the budget.

Community Action Partnership of Kern
Early Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - June 30, 2022
Month 4 of 12 (33.3%)

Prepared 6/14/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,701,422	2,098,182	7,603,240	22%	78%
FRINGE BENEFITS	2,363,974	620,122	1,743,852	26%	74%
TRAVEL	-	22,818	(22,818)		
EQUIPMENT	45,000	-	45,000		
SUPPLIES	916,242	242,450	673,792	26%	74%
CONTRACTUAL	1,025,838	170,500	855,338	17%	83%
CONSTRUCTION	-	-	-		
OTHER	1,527,720	677,876	849,844	44%	56%
INDIRECT	1,512,778	363,882	1,148,896	24%	76%
TOTAL BASE FUNDING	17,092,974	4,195,831	12,897,143	25%	75%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	13,068	31,124	30%	70%
SUPPLIES	30,013	2,920	27,093	10%	90%
CONTRACTUAL	26,080	328	25,752	1%	99%
OTHER	212,393	34,722	177,671	16%	84%
INDIRECT	31,268	6,558	24,710	21%	79%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	57,596	286,350	17%	83%

CARRYOVER

SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	-	-	-		
OTHER	-				
INDIRECT	-				
TOTAL CARRYOVER	-	-	-		

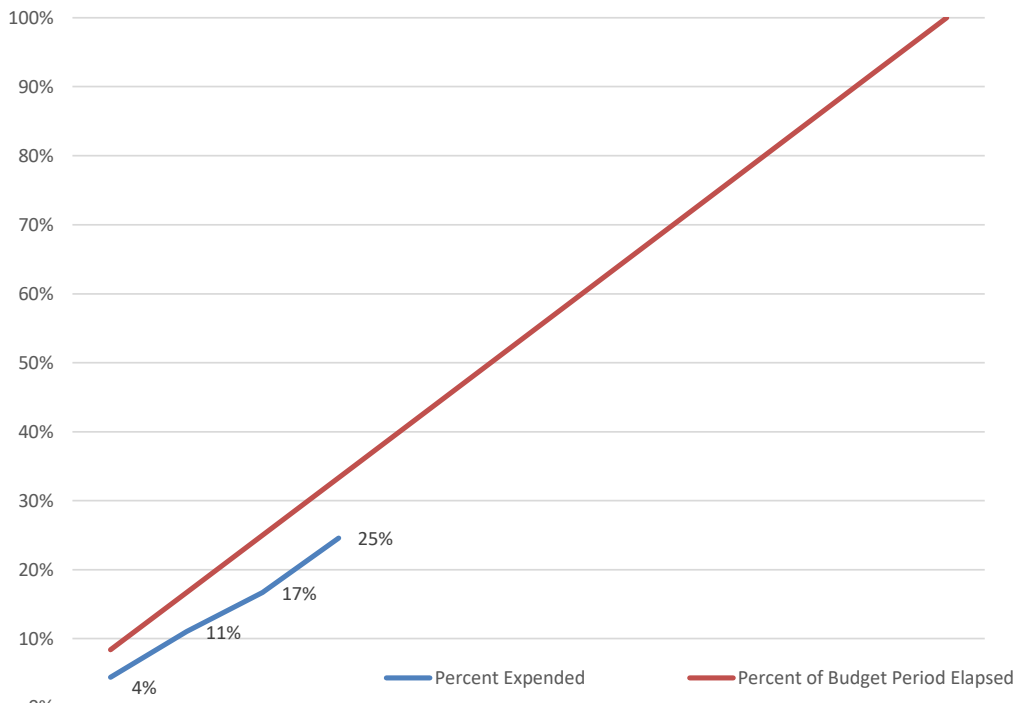
GRAND TOTAL EHS FEDERAL FUNDS	17,436,920	4,253,428	13,183,492	24%	76%
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Budget reflects Notice of Award #09CH011132-04-01

Actual expenditures include posted expenditures and estimated adjustments through 06/30/2022

Early Head Start

Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Executive Committee

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: July 20, 2022

Subject: *Early Head Start – San Joaquin*
Budget to Actual Report for the period ended June 30, 2022 – **Info Item**

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021, through February 28, 2023. Seventeen months (68%) of the 25-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 95% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 100% of the budget.

Carryover Funds

Overall expenditures are at 0% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

Non-Federal share is at 117% of the budget.

Community Action Partnership of Kern

Early Head Start - San Joaquin County

Budget to Actual Report

Budget Period: February 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: February 1, 2021 - June 30, 2022

Month 17 of 25 (68%)

Prepared 6/14/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,509,263	3,234,991	274,272	92%	8%
FRINGE BENEFITS	985,996	813,437	172,559	82%	18%
TRAVEL	0	46,889	(46,889)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	848,060	(71,331)	109%	-9%
INDIRECT	536,733	488,066	48,667	91%	9%
TOTAL	6,007,877	5,713,904	293,972	95%	5%

TRAINING & TECHNICAL ASSISTANCE FUNDS

PERSONNEL	53,809	52,188	1,621	97%	3%
FRINGE BENEFITS	23,718	21,722	1,996	92%	8%
TRAVEL	3,519	3,975	(456)	113%	-13%
SUPPLIES	7,355	3,094	4,261	42%	58%
CONTRACTUAL	7,924	10,383	(2,458)	131%	-31%
OTHER	20,817	25,788	(4,971)	124%	-24%
INDIRECT	11,675	11,667	7	100%	0%
TOTAL	128,816	128,817	(0)	100%	0%

CARRYOVER

EQUIPMENT	21,035	0	21,035	0%	100%
SUPPLIES	29,804	0	29,804	0%	100%
CONTRACTUAL	8,000	0	8,000	0%	100%
OTHER	381,242	0	381,242	0%	100%
INDIRECT	41,905	0	41,905	0%	100%
TOTAL	481,986	0	481,986	0%	100%

COVID CARES - Carried over from 2020-21

PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	106,797	106,797	0	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	6,725,476	5,949,518	775,958	88%	12%
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NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,630,480	1,913,366	(282,885)	117%	-17%
TOTAL NON-FEDERAL FUNDS	1,630,480	1,913,366	(282,885)	117%	-17%

Centralized Administrative Cost	6.6%
Program Administrative Cost	2.8%
Total Administrative Cost	9.4%

Budget reflects Notice of Award #09CH011406-02-02 and NOA 09CH011406-02-04

Actual expenditures include posted expenditures and estimated adjustments through 06/30/2022



MEMORANDUM

To: Executive Committee

From: Tracy Webster, CFO / Louis Rodriguez, Finance Administrator

Date: July 20, 2022

Subject: *Early Head Start Child Care Partnerships (No Cost Extension)*
Budget to Actual Report for the period ended June 30, 2022 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021, through June 30, 2022. Sixteen months (67%) of the 24-month budget period have elapsed. The Office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 81% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 35% of the budget.

Carryover Funds

Overall expenditures are at 95% of the budget.

COVID Cares Funds

Overall expenditures are at 19% of the budget.

Non-Federal Share

Non-Federal share is at 134% of the budget.

**Community Action Partnership of Kern
Early Head Start Child Care Partnerships + Expansion
Budget to Actual Report**

Budget Period: March 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: March 1, 2021 - June 30, 2022

Month 16 of 24 (67%)

Prepared 3/14/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	565,607	103,274	85%	15%
FRINGE BENEFITS	183,736	150,179	33,557	82%	18%
TRAVEL	0	2,669	(2,669)		
SUPPLIES	37,083	128,104	(91,021)	345%	-245%
CONTRACTUAL	1,091,504	472,161	619,343	43%	57%
OTHER	231,300	254,580	(23,280)	110%	-10%
INDIRECT	215,164	151,160	64,004	70%	30%
TOTAL BASE FUNDING	2,427,668	1,724,460	703,208	71%	29%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	2,741	2,553	52%	48%
SUPPLIES	16,391	2,488	13,903	15%	85%
CONTRACTUAL		3,346	(3,346)		
OTHER	29,393	9,487	19,906	32%	68%
INDIRECT	5,107	1,794	3,313	35%	65%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	19,857	36,328	35%	65%

CARRYOVER

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,336,566	122,015	95%	5%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	35,000	(20,879)	248%	-148%
INDIRECT	4,412	400	4,012	9%	91%
TOTAL CARRYOVER	2,507,114	2,371,966	135,148	95%	5%

COVID CARES

PERSONNEL	0	3,622	(3,622)		
FRINGE BENEFITS	0	579	(579)		
SUPPLIES	77,735	6,962	70,773	9%	91%
OTHER	24,361	7,926	16,435	33%	67%
INDIRECT	10,206	1,904	8,302	19%	81%
TOTAL COVID	112,302	20,993	95,510	19%	81%

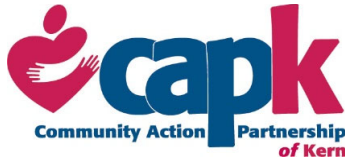
GRAND TOTAL EHS FEDERAL FUNDS	5,103,269	4,137,276	970,194	81%	19%
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NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	790,157	(201,901)	134%	-34%
TOTAL NON-FEDERAL	588,256	790,157	(201,901)	134%	-34%

Budget reflects Notice of Award #09HP000163-03-02

Actual expenditures include posted expenditures and estimated adjustments through 06/30/2022



MEMORANDUM

To: Executive Committee

From: Tracy Webster, CFO/ Louis Rodriguez, Finance Administrator

Date: July 20, 2022

Subject: *American Rescue Plan Funding*
Budget to Actual Report for the period ended June 30, 2022 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through June 30, 2022, fifteen months (62.50%) of the 24-month budget period have elapsed.

COVID

Overall expenditures are at 100% of the budget. These funds are being utilized to support the Summer Bridge Program options.

American Rescue Plan Act

Overall expenditures are at 0% of the budget. These funds are being utilized to support the retention incentive for staff.

Community Action Partnership of Kern

American Rescue Plan

Budget to Actual Report

Budget Period: April 1, 2021 - March 31, 2023

Report Period: April 1, 2021 - June 30, 2022

Month 15 of 24 (62.50%)

Prepared 1/11/2022

COVID	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	0	502,095	(502,095)		100%
FRINGE BENEFITS	0	107,505	(107,505)		100%
TRAVEL	0	0	0	0%	0%
EQUIPMENT	0	0	0		
SUPPLIES	500,000	0	500,000	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	170,559	0	170,559	0%	100%
INDIRECT	0	60,959	(60,959)		100%
TOTAL	670,559	670,559	0	100%	0%

American Rescue Plan Act

PERSONNEL	763,438	0	763,438	0%	100%
FRINGE BENEFITS	251,934	0	251,934	0%	100%
TRAVEL	0	0	0		100%
SUPPLIES	553,540	0	553,540	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	830,310	0	830,310	0%	100%
INDIRECT	266,580	0	266,580	0%	100%
TOTAL	2,665,802	0	2,665,802	0%	100%

GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	670,559	2,665,802	20%	80%
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Centralized Administrative Cost	9.1%
Program Administrative Cost	0.0%
Total Administrative Cost	9.1%

Budget reflects Notice of Award #09HE000432-01-01

Actual expenditures include posted expenditures and estimated adjustments through 06/30/2022



MEMORANDUM

To: Executive Committee

From: Jerry Meade, Assistant Director ~ Program

Date: July 20, 2022

Subject: *Agenda Item 5b*: Early Childhood Educator Job Description– Jerry Meade, Assistant Director: Program – **Action Item**

Last month, the Board of Directors approved new program options for the Head Start and State Child Development Division. Within the revised program options, additional slots were added to the home-based program option supporting preschool aged children. Program staff developed the attached job description requiring approval from the board.

This position, *Early Education Educator*, was developed to support a home-based educator serving the birth to 5 age group of children, and subsequently replace the current EHS Home Base Educator Job Description. This approach will support continuity of learning for the children continuing their home-based services past the age of 3. Program staff have worked with Human Resources to review and approve this job description. Through this collaboration the position grade was identified to be Grade 7 in the CAPK Compensation Schedule.

Included with the new job description is a revised organizational structure displaying the new position as well as the two additional positions included in the Budget Revision approved last month. Once approved, all currently employed EHS Home Base Educators will receive the new title, Job Description and be moved to Grade 7 in the CAPK Compensation Schedule and onboarding will begin for the two additional positions. It is important to note that the grade change will resolve a wage compression issue within this position. The majority of these employees are currently at the max level of a Grade 6 and will now fall in the low to mid-range of Grade 7. The benefit to staff moving forward includes the receipt of merit increases as earned through CAPK's performance evaluation process. All merit increases are customarily budgeted and offered when appropriate.

The addition of this position aligns with the CAPK's strategic plan in building and retaining a qualified workforce.

Recommendation:

Staff recommends the Executive Committee approve the Early Childhood Educator Job Description and Organizational structure change as presented.

Attachments:

Early Childhood Educator Job Description
HS&SCD Org Chart

COMMUNITY ACTION PARTNERSHIP of KERN

EARLY CHILDHOOD EDUCATOR

Level 1

Level 2

Level 3

Disclaimer: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.

Salary Range: Grade 7

FLSA Status: Non-Exempt

Date Approved:

SUMMARY:

The Early Childhood Educator leads and shares responsibility with parents for planning, organizing, and implementing the care, development, and education of typically and atypically developing children (birth to 5 and pregnant women) with a case load of up to 12 families. Responsible for implementing a quality early education home based curriculum and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework. Develop a positive relationship with children, parents, and families.

SUPERVISION RECEIVED:

Receives supervision from Home Based Supervisor

SUPERVISION EXERCISED:

None.

DUTIES AND RESPONSIBILITIES:

Disclaimer – This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

A. Essential Job Specific Duties:

1. Plan and conduct weekly home visits activities according to adopted curriculum and Head Start Performance Standards with expectant parents, families, and their young children.
2. Coordinate, schedule, plan and implement bi-monthly group socialization experiences in collaboration with families.
3. Facilitate monthly VIP meeting in collaboration with families, peers, and community representatives.
4. Provide parent-child relationship building experiences and utilize families home as learning environment.
5. Conduct screenings and assessments of children in partnership with parents.
6. Provide appropriate referrals based on analysis of observations, screenings, and assessments
7. Support families in identifying developmentally appropriate goals for children and parents.
8. Assist parents in implementing developmentally appropriate routines, activities, and experiences to support Individual Family Service Plan/Individual Educational Plan (IFSP/IEP).
9. Partner with expectant mother and families to obtain ongoing access to health and dental care.
10. Coordinate visits with expectant/new parents and nurse/consultant.

11. Provide crisis intervention and referral services to internal and/or external resources.
12. Complete and maintain accurate and timely documentation of home visits, group socializations, and VIP meetings.
13. Complete and maintain accurate and timely documentation of child and family services and health status in program data base system.
14. Assess family interests, strengths and needs as part of program surveys.
15. Collaborate with families to develop a Family Partnership Agreement. Provide support and resources to assist families to reach their goal.
16. Promote family engagement in curriculum planning and program governance.
17. Recruit and complete application process to maintain full enrollment throughout the year.
18. Responsible for transitioning children from Early Head Start/Head Start program into appropriate childcare setting.
19. Participate in professional development activities. Attend meetings and represent CAPK in community committees as assigned.
20. Follow procedures as a Mandated Reporter to report suspected child abuse/neglect and ensures compliance of universal precautions.
21. Maintain confidentiality of family information and records.

B. Other Job Specific Duties:

1. Maintains safe and functional work environment.
2. Works alternative hours as required, including nights and weekends.
3. Performs other tasks as may be required for the efficient operation of the comprehensive, integrated program.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Correspondence and report writing practices and procedures.
- Current problems of socially and economically challenged families.
- The contributions of parents and volunteers who may be non-professional.
- Modern office practices, methods, procedures and equipment including computers.
- Word processing, spreadsheet, database, and other related software applications.
- Child development, early childhood education, child nutrition, health and safety, family dynamics, community resources and adult education

Ability to:

- Plan and implement developmentally appropriate routines, activities, and experiences.
- Facilitate the educational, intellectual, social, emotional, and physical development of children.
- Plan, organize, and allocate resources.
- Work independently.
- Prepare clear, concise reports.
- Exercise sound, independent judgment within general policy guidelines.
- Provide guidance and interpret and explain policies and procedures.
- Analyze problems; identify alternative solutions.
- Communicate effectively verbally and in writing.
- Work with accuracy and attention to detail.
- Operate and use modern office equipment.
- Effectively organize and prioritize assigned work.
- Establish professional working relationships with staff, agencies, and parents.

- Exhibit an understanding and design of a curriculum which fosters appreciation of cultural and linguistic diversity, integrates health and nutrition education, promotes language development, art, music, and dramatic play, and develops mathematical and science concepts.
- Reasonably obtain knowledge of agency and departmental policies and procedures.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

Level 1

- Associate Teacher Permit (twelve (12) college semester units in child development, early childhood development, or similar area of study) or Home Visitor Child Development Associate (CDA).
- Three (3) units of infant/toddler coursework from any accredited college or university.

Level 2

- Associate degree from any accredited college or university in early childhood development, human development, or related field with twenty-four (24) college semester units in child development, early childhood development, or similar area of study).
- Three (3) units of infant/toddler coursework from any accredited college or university.

Level 3

- Bachelor's degree from any accredited college or university in early childhood development, human developments, or related field with twenty-four (24) college semester units in child development, early childhood development, or similar area of study).
- Three (3) units of infant/toddler coursework from any accredited college or university.

OTHER REQUIREMENTS:

- Two-year experience working with a community service program desirable.
- Bilingual (English/Spanish) capabilities desirable
- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.
- Must be fingerprinted if required by funding source or state licensing and have such records filed with the State Department of Social Services, Community Care Licensing
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations upon offer of employment.
- Must have completed a Pediatric First Aid/CPR Certification or will obtain the certification within 90 days of employment and monitor and recertify prior to expiration (annually or as noted on certification.) CPR class must be taken in person and must include infant component.

WORK ENVIRONMENT:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed indoors.
- Noise level is quiet to moderately quiet.
- Hazards are minimal.

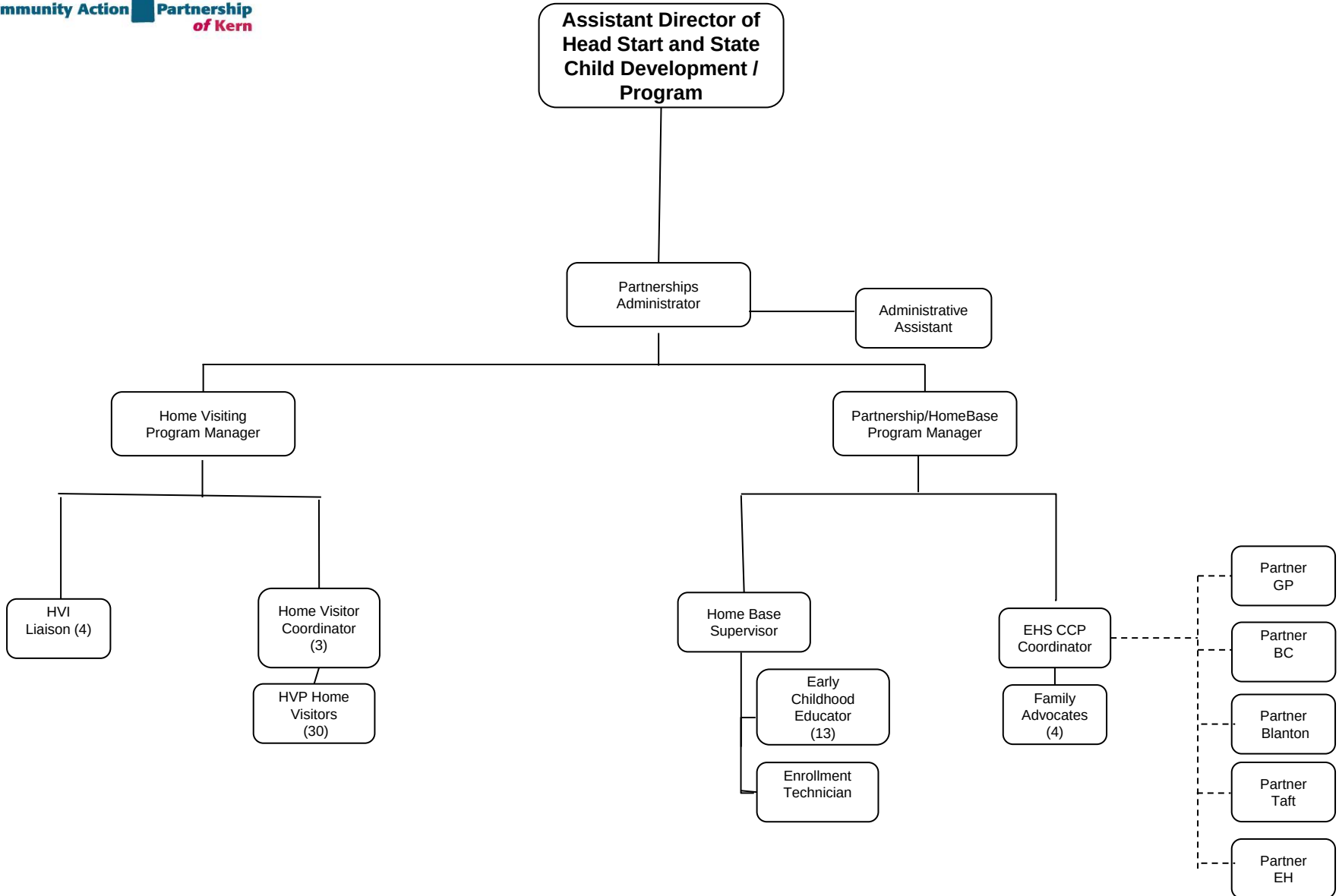
ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE Early Childhood Educator			
ACTIVITY (HOURS PER DAY)	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting			X
Walking			X
Standing			X
Bending (neck)			X
Bending (waist)			X
Squatting		X	
Climbing	X		
Kneeling		X	
Crawling		X	
Twisting (neck)			X
Twisting Waist			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs.			X			X
11-25 lbs.		X			X	
26-50 lbs.		X			X	
51-75lbs	X			X		
76-100lb	X			X		
100lbs+	X					

Head Start/State Child Development Programs





MEMORANDUM

To: Executive Committee

From: Jerry Meade, Assistant Director ~ Program

Date: July 20, 2022

Subject: *Agenda Item 5c: Approval to Purchase Supplies and Materials for New Classrooms*
- **Action Item**

As the Head Start and State Child Development Division construction projects approach completion, the education team will begin building quality environments in each of these 11 new Infant/Toddler classrooms and 4 Pre-k Classrooms. Materials needed will be procured by following CAPK's established procurement procedures to ensure fair and equitable distribution of expenditures across multiple vendors. The classroom materials selected are purchased based on the high-level quality regulations from both federal and state funding sources. Additionally, historical quality of material data, warranty opportunities, and ease of maintenance are taken into consideration when selecting furniture and multi-use materials. In the current market, staff have also considered supply chain restraints when selecting needed materials. With these considerations in mind, five (5) co-op vendors were selected to use for the purchase of items to create both classroom and outdoor learning environments.

In consultation with the Business Services Department, program staff compiled the estimated costs for these additional classrooms and projected costs for routine purchases needed for the balance of this funding year along with the purchases paid budget year to date. Three of the five vendors selected will exceed the \$250,000 annual purchasing thresholds established within the procurement procedures requiring approval from the CAPK Board of Directors to move forward.

Staff have established an amount not to exceed per vendor that includes expenses already booked to the general ledger, estimated purchases for new classrooms as well as routine expenses projected through 2/28/2023.

Vendor	Costs Booked YTD	Estimates/Projections	Not to Exceed
Discount School Supply	\$ 36,860	\$ 235,000	\$271,860
Kaplan Early Learning	\$ 62,528	\$ 361,200	\$423,728
Lakeshore Learning Materials	\$ 189,340	\$ 493,000	\$682,340

Recommendation:

Staff recommends the Executive Committee authorize the Chief Executive Officer to sign for purchases exceeding \$250,000.



Mayor Karen Goh
City of Bakersfield

July 7, 2022

Dear Jeremy:

Congratulations to Community Action Partnership of Kern on being named “Nonprofit of the Year” at the 2022 Beautiful Bakersfield Awards.

Thank you for building a network of services to address the underlying causes of poverty in our community and to alleviate its effects. I appreciate your vision to create equal opportunities for all. Kudos for fostering hope and advancement towards self-sufficiency. I applaud your continued efforts to change lives, improve communities, and make Kern County a better place.

Thank you for your continued contributions to our community.

Sincerely,

Karen Goh
Mayor, City of Bakersfield



MEMORANDUM

To: Executive Committee

From: Rebecca Moreno, Director of Community Development

Date: July 20, 2022

Subject: *Agenda Item 6a*: New Service Line - Kern Health Systems: CalAIM Incentive Payment Program (IPP) – Action Item

INTRODUCTION

CalAIM is a new initiative by the Department of Health Care Services (DHCS) to improve the quality of life and health outcomes of Medi-Cal beneficiaries by implementing broad delivery of system, programmatic, and payment system reforms. A key feature of CalAIM is the introduction of a new menu of “in lieu of services” (ILOS), or Community Supports, which, at the option of a Medi-Cal managed care health plan (MCP) and a member, can substitute for covered Medi-Cal services as cost-effective alternatives. MCPs will be responsible for administering Community Supports. Under the CalAIM Case Management partnership, CAPK would serve as a Community Support agency providing rental assistance and other supports for clients.

OVERVIEW OF COMMUNITY SUPPORTS

Community Supports are medically appropriate and cost-effective alternatives to services covered under the State Plan. Federal regulations allow for state-permitted Medicaid managed care organizations (Kern Health Systems) to offer Community Supports as an option to Members. Community Supports can substitute for and potentially decrease utilization of a range of covered Medi-Cal benefits, such as hospital care, nursing facility care, and emergency department (ED) usage. In essence, they would serve as upstream services designed to mitigate the need for some Medi-Cal services.

Community Supports are an important part of whole-person care delivery for Members enrolled in Enhanced Care Management (ECM), another CalAIM initiative that will address the clinical and non-clinical needs of high-need, high-cost Medi-Cal Members through systematic coordination of services and comprehensive care management. As such, DHCS encourages MCPs to offer a robust menu of 14 pre-approved Community Supports to comprehensively address the needs of Members – including those with the most significant and complex challenges affecting health such as homelessness, unstable and unsafe housing, food insecurity, and/or other big social needs.

MCPs will have the opportunity to provide details on their elected Community Supports to DHCS as part of their Model of Care (MOC) responses to DHCS. MCPs in all Counties were encouraged to offer one or more of the following Community Supports starting on January 1, 2022:

- Housing Transition Navigation Services
- Housing Deposits;
- Housing Tenancy and Sustaining Services;

CAPK's PROGRAM GOALS

In partnership with Kern Health Systems, CAPK's wraparound services will be designed to reduce rates of homelessness and recidivism. CAPK proposes a multi-modal intervention strategy with complimentary rental assistance and housing tenancy service lines. These services target known risk factors for homelessness and recidivism, including housing instability, unemployment or severe underemployment, and mental health/substance use. The new CAPK service line is based on previous experience (2 years) with our Emergency Solutions Grant (ESG)-CV Rental Assistance program. Housing Navigators will perform Housing Search and Stabilization services by assisting members in their search for housing, completion of rental applications, securing required documentation for housing applications, and provision of rental assistance payments. The Housing Navigators' program goals for members will include reducing housing barriers, preventing homelessness, and connecting individuals to services that promote stable housing. Housing Navigator activities may also consist of the following: Financial Capability Skill Training, Financial Coaching and/or Counseling, Tenants Rights Education, Rental Counseling, Financial Assistance, Housing Plan Development, Landlord Incentives, Landlord Engagement, and/or referrals to other community agencies (i.e. GBLA, KBHRS, CAPK programs, etc.). Clients will be referred to the CalAIM Case Management Program from the existing CES prioritization process.

The annual budget of \$523,502, has been designed to fund .50 of the CES Manager, four (4) FTE CES Housing Navigators, one (1) FTE I&R Specialist, one (1) FTE IT/Data Analyst, and .15 FTE Program Director. The estimated final ratio for case management services will be one FTE per 75 clients served, for a total of 300 clients served by the end of the contract period. The term of the contract is 07/01/2022 through 06/30/2023, with an expected go-live date of 01/01/2023. While case management services will increase over time, the CalAIM IPP funding will cover the start-up costs of hiring, onboarding, and training of new staff.

This agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3, Objective 3.1 to increase housing stability for people experiencing or at risk of homelessness.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Chief Executive Officer to execute the contract for services with Kern Health Systems: CalAIM IPP and allow for the execution for additional documents as needed.

Attachments:

Budget FY 2022-2023

KHS CalAIM IPP Award Letter

Department of Health Care Solutions – Non-Binding ILOS Pricing Guidance



Kern Health Systems: CalAIM Incentive Payment Program (IPP) Application

Part B

Name of organization:	Community Action Partnership of Kern (CAPK)
Prepared by (name, title, phone number(s), and email address:	T. Matthews-CPO; 661-808-4412; tmatthews@capk.org

Section 3: Project Budget

To complete your application please fill out the chart below and relevant tabs to the right.

Area	Funding Request
Funding Area 1 (Delivery System Infrastructure)	
Funding Area 2 (ECM Provider Capacity Building)	
Funding Area 3 (CS Provider Capacity Building)	
Funding Area 4 (Quality Reporting)	\$523,502
TOTAL	\$523,502

Project Budget for Kern Family Health Care

Please include a description of how funds will be spent using the below template:

	Staff Title	% FTE	Funding Area Totals				Other Revenue Sources	In Kind (If Applicable)	Total Funding Request
			Area 1 - Delivery System Infrastructure	Area 2 - ECM Provider Capacity Building	Area 3 - CS Provider Capacity Building	Area 4 - Quality Reporting			
Personnel/Staffing Expenses – (List title and % FTE on project)	Director of Community Development	0.15				\$ 14,075.00			\$14,075
	Program Manager	0.50				\$ 37,814.00			\$37,814
	Homeless Navigator	4.00				\$ 162,240.00			\$162,240
	I & R Specialist	1.00				\$ 33,280.00			\$33,280
	IT/Data Analyst	1.00				\$ 69,992.00			\$69,992
	COLA	1.00				\$ 9,522.00			\$9,522
	Fringe (benefits) 28%	\$91,538				\$ 91,538.00			\$91,538
Personnel Subtotal:									\$418,461
Operating Expenses –	Description	Expense Cost							
	Travel	\$8,000							\$8,000
	Supplies & Furniture (if needed)	\$12,000							\$12,000
	Computers	\$16,000							\$16,000
	Other (space, comm)	\$21,450							\$21,450
Expenses Subtotal:									\$57,450
Other Costs –	Description	Cost							
	Indirect (admin) 10%	\$47,591							\$47,591

Clarify Other please

								Costs Subtotal:	\$47,591
TOTAL REQUESTED AMOUNT									\$523,502
SAMPLE Project Budget for Kern Family Health Care									
Please include a description of how funds will be spent using the below template:									
Personnel/Staffing Expenses – (List title and % FTE on project)	Staff Title	% FTE	Funding Area Totals				Other Revenue Sources	In Kind (If Applicable)	Total Funding Request
			Area 1 - Delivery System Infrastructure	Area 2 - ECM Provider Capacity Building	Area 3 - CS Provider Capacity Building	Area 4 - Quality Reporting			
	Director	100.00%	\$100,000			\$50,000			\$150,000
	MA	50.00%		\$50,000	\$50,000			\$100,000	
	LSW	100.00%			\$75,000			\$75,000	
								Personnel Subtotal:	\$325,000
Operating Expenses –	Description	Expense Cost							
	X	\$10,000							
	Y	\$5,000							
	Z	\$25,000							
								Expenses Subtotal:	\$40,000
Other Costs –	Description	Cost							
	X	\$5,000							
								Costs Subtotal:	\$5,000
TOTAL REQUESTED AMOUNT									\$370,000

Service Line	Midpoint Rate	Client Number	Per Month		
			Encounters (Max)	Encounters (Mid)	Encounters (Low)
1 Housing Transition Navigation Service	386.00	200	\$ 231,600	\$ 154,400	\$ 77,200
3 Housing Tenancy and Sustaining Service	444.00	100	133,200	88,800	44,400
			\$ 364,800	\$ 243,200	\$ 121,600
Annual State Revenue			\$ 4,377,600	\$ 2,918,400	\$ 1,459,200

Revenue

State Revenue	\$ 1,459,200
Total Revenue	1,459,200

Expenses

Salaries	\$ 326,923	
Benefits	91,538	-
Operating Costs	57,450	-
Indirect	47,591	-
Total Expenses	523,502	

Excess (Deficit) Revenue	\$ 935,698
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CSBG - CES	(17,031)
Indirect - R. Moreno	(130,000)
	\$ 788,667

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) Draft Budget Proposal 07/01/2022-06/30/2023
CalAIM PSH

<u>SALARIES</u>					
5105	Personnel	FTE	RATE	TOTAL	Justification/Comments
	Program Director	0.15	\$ 45.11	14,074	Annual salary hours: 2080
	Program Manager	0.50	\$ 36.36	37,814	
	Homeless Navigator	4.00	\$ 19.50	162,240	
	211 I&R	1.00	\$ 16.00	33,280	
	IT Data Anaylist	1.00	\$ 33.65	69,992	
	<i>Estimated increase (COLA, Merit) @ 3%</i>			9,522	Cost of Living Increase
	<i>Total Personnel</i>	5.65		326,922	
	<i>Fringe Benefits @ 28%</i>			91,538	
	Total Personnel			418,460	
<u>TRAVEL</u>					
6105	Travel			-	local travel (meetings, housing search, lease signing, appointments for voucher)
				8,000	
				-	
	Total Travel			8,000	
<u>SUPPLIES</u>					
6305	Supplies			6,000	Paper, note pads, folders, etc...(office supplies)
6310	Computer & Peripheral Supplies			16,000	\$2000x2 FTE's
6315	IT Communication Supplies				HMIS User Licences
6320	Computer Software			6,000	
	Total Supplies			28,000	
<u>OTHER OPERATING COSTS</u>					
6205	Space Cost			7,950	Mitel
6235	Utilities				
6605	Communication Services			3,000	
6610	Postage			-	
6615	Printing			-	

6625	Hiring Costs			1,000	New staff recruitment (turnover)
6645	Tuition and Registration Fees - Staff			7,500	
6675	Outreach			-	
6685	Meeting Expenses				
6690	Membership Dues			1,000	BKRHC
6790	Misc Expense			1,000	
	Total Other Operating Expenses			21,450	
9999	10% Indirect Cost			47,592	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
	TOTAL BUDGET			523,502	



June 27, 2022

Community Action Partnership of Kern
Attn: Traco Matthews
5005 Business Park North,
Bakersfield, CA 93309

Re: Incentive Payment Program 2022-2023

Dear Mr. Matthews,

Kern Health Systems (KHS) received overwhelming interest and responses to the Incentive Payment Program (IPP). The project proposed for the Community Support Services Program – *Housing Deposits, Housing Tenancy and Sustaining Services, and Housing Transition Navigation Services* in Bakersfield, aligns with KHS member needs in that geographic area. Your agency has preliminary approval for this project in the amount of \$523,502.00. KHS will issue a contract in the next few weeks for your approval. ***Please note this contract award is contingent upon final plan approval by the Department of Health Care Services.***

We look forward to our collaborative partnership and developing a stronger network of services for our community. If you have any questions, please feel free to contact Amisha Pannu, Senior Director of Provider Network at (661) 664-5157 or via email at Amisha.Pannu@khs-net.com.

Sincerely,

Emily Duran
Chief Executive Officer

Cc: Rebecca Moreno



State of California—Health and Human Services Agency Department of Health Care Services



Non-Binding ILOS Pricing Guidance

Background: Non-Binding ILOS Pricing Guidance

Background on ILOS

A key feature of California Advancing and Innovating Medi-Cal (CalAIM) is the introduction of a new menu of health-related in lieu of services (ILOS). ILOS are medically appropriate and cost-effective alternatives to services covered under the State Plan^[1] The Department of Health Care Services (DHCS) has pre-approved a list of 14 ILOS that managed care plans (MCPs) are strongly encouraged to offer. MCPs may offer some or all of these ILOS starting on January 1, 2022. Based on California's experience with home and community-based care waivers, the Whole Person Care (WPC) Pilots, stakeholder input, and experiences elsewhere in the nation, these pre-approved ILOS are designed to be highly valuable to Members with some of the most complex health issues, including conditions caused or exacerbated by lack of food, housing or other social drivers of health. Consistent with federal regulations, the pre-approved ILOS are expected to be a cost-effective substitute for covered Medi-Cal benefits, such as hospital care, nursing facility care and emergency department (ED) use. For more detailed information on each of the pre-approved ILOS, see DHCS' Revised CalAIM Proposal, released on January 8, 2021, and the forthcoming ILOS Program Guide, to be posted online at <https://www.dhcs.ca.gov/enhancedcaremanagementandinlieuofservices>.

Purpose of Non-Binding ILOS Pricing Guidance

Overview

The Cal-AIM initiative and, in particular, the introduction of the 14 pre-approved health-related ILOS prompt MCPs to work and contract with a new set of “non-traditional” Providers that offer services and supports that historically have not been well integrated into the health care system. These Providers include, but are not limited to, housing service providers, home modification companies, sobering centers, and organizations that prepare and deliver medically supportive food and nutrition. While many MCPs and ILOS Providers have some experience working together, particularly in WPC Pilot counties, Cal-AIM is designed to encourage and support broader contracting and partnerships throughout the State. In recognition that this requires MCPs and ILOS Providers to engage in new contracting and payment relationships, DHCS has prepared this non-binding ILOS pricing guidance. It offers information on potential rates for each

^[1] 42 CFR 438.3(e)(2).



State of California—Health and Human Services Agency Department of Health Care Services



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of the 14 pre-approved ILOS, including midpoint benchmarks, a range around the benchmarks, and a discussion of key cost drivers for MCPs and ILOS Providers to consider as they establish their own contracting and payment arrangements.

Critically, this pricing guidance is designed to serve as a tool to support discussions regarding rates; **it is in no way binding on MCPs or ILOS Providers**. MCPs and ILOS Providers have full flexibility and discretion to agree to ILOS rates that are different from those outlined in this document, particularly because the rates in the pricing guidance are based on data and assumptions that reflect the statewide average cost of inputs. DHCS reserves the right to make modifications to the pricing guidance on an as-needed basis based on experience with the ILOS initiative and its evolution over time.

Variation on Midpoint Prices and Rate Ranges

In collaboration with Mercer, an actuarial firm, the midpoint rates and rate ranges in this pricing guidance were developed by DHCS based on a set of statewide assumptions and data from national and statewide sources; the methodology is described in more detail below. In general, the low, mid and high ends of the ranges reflect use of wage rates at the 25th, 50th and 75th percentiles of the statewide average wage rate for the relevant occupation, as well as caseload assumptions as reported by respondents in a statewide survey. Actual contracted Provider rates still may vary significantly from these illustrative rate ranges, and these ranges should not be interpreted as establishing a ceiling or floor on what may be reasonable for the provision of ILOS. There are many reasons the rate agreed to between an MCP and ILOS Providers could fall outside of the rate range presented in this pricing guidance, including but not limited to:

- **Variation in program structure, staffing ratios and facility size:** The rate ranges and midpoint rate for each of the ILOS were developed based on statewide average data on key assumptions regarding how the service would be operationalized. In practice, Provider structure and staffing intensity, staff availability, and facility sizes could drive changes in caseloads and administrative expenses that would affect pricing even beyond the variation reflected in the rate range.
 - Caseload variation: An ILOS Provider might determine it is necessary to adopt a lower caseload per staff member than was assumed for purposes of the pricing guidance (e.g., if the Medi-Cal beneficiaries expected to

receive the ILOS service have relatively intensive needs). This could result in a higher price, given that the time and costs of the staff member would need to be spread across fewer enrollees.

- Facility size differences: Larger facility sizes could result in lower staffing costs, as a supervisor or other staff may be able to provide care to more enrollees within the same time period in a larger facility than in a smaller one.
- Actual employee-related expenses: The pricing guidance assumes a consistent set of employer-paid taxes and benefits for all direct care workers, supervisors, program specialists, etc. Depending on the actual benefit levels paid by the employer, the benefit costs per employee could result in lower or higher workforce cost considerations and, thus, lower or higher prices.
- Variable program models and expertise: The pricing guidance assumes a “basic model” for all ILOS. Some programs may operate a specialized or intensive model—for example, a recuperative care program, short-term post hospitalization program, or sobering center that operates a specialty behavioral health model may have more costly/intensive staffing and facility costs relative to the “basic model.” Or, similarly, a medically tailored meals/medically supportive food program may include appropriate incremental value added services, and therefore could be more intensive and have higher costs.
- Considerations for other workforce investments over time: Importantly, the [California Master Plan on Aging](#) and [California’s HCBS Spending Plan](#) both recommend and anticipate increasing investments in the Home and Community-Based Services (HCBS) workforce, including training, upskilling and other professional development, which could affect reasonable prices for certain ILOS that rely on this workforce.

Caseload variation example

If a housing navigation coordinator salary is \$5,000 per month and they are providing a service to 35 enrollees within the month, the rate paid for that service per person per month must cover 1/35th of the \$5,000 monthly wage cost—i.e., ~\$143. However, if the direct care worker is able to effectively provide services to only 25 enrollees per month, the rate paid would need to cover 1/25th of the monthly wage cost—i.e., ~\$200.

- **Geographic variation:** The midpoint prices and rate ranges displayed in this pricing guidance are based on average costs across the State of California. However, the costs of key service inputs vary widely by geographic area within the State. In particular, the cost of transportation and the amount of time spent in transit, “brick and mortar” costs, and wage costs can vary markedly by urban versus rural and/or high- versus low-cost areas even beyond what is captured in the rate ranges. As MCP and ILOS Providers consider the implications of this geographic variation on negotiated ILOS service rates, the following resources and examples may offer useful reference points.
 - Labor/wage costs: The Bureau of Labor Statistics (BLS) provides [wage and employee-related expenses data](#) specific to metropolitan statistical areas (MSAs) and non-metropolitan areas within California. These data may be helpful for Providers and MCPs to consider when establishing payment rates. As the main cost driver for all the pre-approved ILOS is direct care wages, this geographic variation in direct care wages may contribute to markedly different rates. The rate ranges presented here capture some of the variation in wage costs by using the 25th and 75th percentile average wage in California for the lower and upper bound of the ranges, but, any given MCP and Provider still may find that the range does not encompass the appropriate wage rate for the ILOS in a particular community.
 - Rent/brick-and-mortar costs: Square footage rental cost research specific to California metropolitan areas are publicly available from sources such as [Colliers](#) and [Avison Young](#); [California’s fair market rent \(FMR\) values](#), defined by the Department of Housing and Urban Development (HUD), also are readily available. Research related to rental costs for facility space identified large variability by geography. While this pricing guidance used the statewide average cost of \$4 per square foot for all services with a facility cost (inclusive of rent and utilities), this regional variability in brick-and-mortar costs may lead to the cost of a service falling outside the rate range.
 - Transportation costs: Although there are no national data sources that capture within-state variation in transportation costs, it is important to acknowledge that transportation costs may vary between rural and urban areas due to increased mileage between contacts for services. In some urban areas, transportation costs may be significantly affected by traffic congestion and the amount of time required for transportation.

- **Use of a value-based—rather than a cost-based—payment model:**

- While the prices in this guidance are established using costs of providing the service, it could also be appropriate to reimburse some services based on the value, outcomes or portion of averted costs resulting from the services. In this case, rates may not be paid on a fee-for-service basis, or fees could be constructed differently to account for a broader value-based approach to service offerings.

- **History of payment strategies for WPC Pilots, which may offer in some places and circumstances an existing successful payment structure:** Many of the pre-approved ILOS were provided as part of WPC

Pilots and/or HCBS waivers, which may offer in some places and circumstances an existing successful structure and payment strategy that may be a more natural and appropriate starting place for rate-setting discussions than the midpoint prices and ranges presented here. However, historical WPC Pilot costs may also include some cost drivers (e.g., capacity building) that are not appropriate to include in service rates. These cost drivers may be better addressed outside of the rates used to reimburse for the delivery of a particular service, such as through the funding available under the Enhanced Care Management (ECM)/ILOS performance incentive program.

Rent/brick-and-mortar variation examples

Rental costs for the Inland Empire area are less than \$2.25 per square foot, compared to nearly \$80 per square foot in the San Francisco area, so a 2,000-square-foot space in the Inland Empire area may cost \$4,500 per month compared to \$160,000 in San Francisco. If such a space allowed 15 individuals to receive support for 30 days, the facility cost would be \$10 per individual per day in the Inland Empire compared to nearly \$356 per individual per day in San Francisco.

The statewide average used in this guidance was \$4 per square foot, inclusive of rent and utilities. If this per-square-foot cost was increased to \$20, the assumed service rate and rate range for Short-Term Post Hospitalization Housing, for example, would increase by nearly 66%.

Methodology for Developing Pricing Guidance

DHCS worked with its actuary, Mercer, and partner Manatt to review each ILOS



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definition, establish key pricing assumptions, and then develop a rate range and midpoint for each ILOS. As described above, rate ranges and midpoint prices, which were developed using statewide average cost inputs, are subject to geographic variation in the cost of rent, transportation, labor and other cost drivers. Additionally, more intensive or specialized service delivery models may increase costs relative to the “basic approach” that was modeled for this document. Additional resources for reference on the impact of such variation on prices are available above.

To develop the methodology for pricing specific services, DHCS and its partners relied on the following tools:

- **Stakeholder engagement:** DHCS consulted with national, state and local experts—including health care providers and payers, community-based organizations, advocates, and finance experts—through various forums to inform the service definitions, caseload assumptions and other considerations relevant to this pricing guidance. Strategies DHCS employed included:
 - Conducting robust stakeholder engagement to design the list of pre-approved ILOS and refine service descriptions for each ILOS
 - Reviewing stakeholder feedback on the January 8 release of the Revised CalAIM Proposal related to ILOS service definitions
 - Providing regular updates and engagement with MCPs and WPC counties
- **Cost input survey:** DHCS released a structured survey to stakeholders to gather data on pricing drivers for existing service offerings that are similar to ILOS. DHCS received more than 50 responses, which were then compiled and used to inform the development of the midpoint prices and underlying assumptions used in the pricing guidance. Additional detail on survey responses is provided in Appendix A.
- **Review of rate-setting approaches:** Mercer used the Center for Medicare & Medicaid (CMS) guidance on developing rates for HCBS and rate-setting strategies within California and other states to inform its methodology for developing midpoint prices and ranges for the pre-approved services.
- **Other market research on cost inputs:** Mercer reviewed typical costs for key rate inputs, such as salaries, employee-related expenses (EREs) and square footage expenses, from publicly available data sources. Sources include the following:
 - BLS wage and ERE data specific to the State of California for relevant

occupations

- Internal Revenue Service (IRS) data for applicable payroll taxes and mileage reimbursement rates
- Square footage rental costs specific to California metropolitan areas, publicly available from sources such as Colliers and Avison Young
- Social Security Administration for cost-of-living adjustment (COLA) information

When these resources offered rates that varied by region within California, Mercer used the statewide average rate as a representative midpoint approach for guidance purposes. To create the rate ranges, Mercer used the 25th and 75th percentile of statewide wages, as well as caseload assumptions as reported by respondents to the cost input survey. As noted above, individual MCPs and ILOS Providers may want to substitute region-specific rates and/or use other strategies to take into account geographic variation in costs.

- **Benchmark analysis:** Mercer also reviewed payment rates used by Medi-Cal and other California programs that fund similar services for different populations or in different circumstances. Existing payment rates for ILOS-like services covered within the following programs were reviewed in the process of establishing the midpoint rates in the pricing guidance:
 - 1915(c) HCBS Waiver for Californians with Developmental Disabilities
 - 1915(c) Home and Community-Based Alternatives Waiver
 - Meals on Wheels programs across the State

Service Payment Approach and Methodology

For purposes of developing the pricing guidance, DHCS divided the pre-approved ILOS into three major types, each of which requires a different approach to establishing illustrative rates. Table 1 outlines the payment approaches used to develop midpoint prices for each of these three major groups of pre-approved ILOS.

Table 1. Payment Approaches and Methodology for Determining Rates

Payment Approach	Description	Methodology
Bundled Payments (per Person per Month)	Single, distinct payment per Member or case payable each month a person is enrolled with a Provider (regardless of specific level of services or	• Research benchmarks and market data for estimated total cost and utilization of a direct care worker or team providing



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(PMPM))	number of interactions provided to that person)	services • Divide total cost by caseload to determine PMPM rate
Fee for Service (per Unit of Time, per Meal, etc.)	Single, distinct payment for a discrete good or defined length of time (e.g., per hour, per diem) or other unit (e.g., per meal)	• Research benchmarks and market standards for estimated cost and utilization where available • For services without benchmarks, calculate total cost of providing service based on various inputs (e.g., length of interaction, labor costs, staffing ratios)
Cost-Based Reimbursement Up to a Cap	A cap on the total amount of services/goods that will be reimbursed for a specified service or set of services	• Reflect a reasonable cap that meets policy objectives

Service Pricing Inputs for Rate Build-Ups

Where the pricing methodology relied on building up a rate based on estimated market costs (i.e., bundled and fee-for-service rates), DHCS and Mercer used one or more of the following inputs. Not all inputs were relevant for all services. Note that the key assumptions are outlined in the service-specific sections below. These assumptions are based on research and not intended to serve as State-required minimums or maximums for purposes of service delivery.

- **Labor:** Statewide average wages based generally on 25th-to-75th-percentile wages and EREs, according to BLS data for California
 - Wages for all assumed staff varied by anticipated occupation type for each service. These wages are summarized in each service section below.
 - The following ERE assumptions were used across all priced services unless noted otherwise:
 - Federal Insurance Contributions Act (FICA): 7.65% of wages
 - Federal Unemployment Tax Act (FUTA)/State Unemployment Tax Act (SUTA): \$280 per year



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- Retirement and workers' compensation: 4.45% of wages
- Long Term Disability (LTD)/Short Term Disability (STD)/life insurance: 0.35% of wages
- Employer-paid health care: \$498 per employee per month
- Mileage reimbursement rate: \$0.56 per mile
- **Staffing ratios:** Caseload estimates based on market research and survey responses
- **Non-billable personnel time:** Time spent on paid time off, training, travel and documentation time
- **Transportation:** Time and mileage for service providers, where appropriate
- **Program supplies:** Cost of program materials (e.g., food) and other supplies/facility expenses (e.g., rent for facility-based services)
- **Indirect costs:** Administrative staff costs and overhead allocations

Summary of ILOS Pricing Guidance Components

This document includes the service name, unit of service, a rate range and corresponding midpoint service rate, a high-level service definition, and eligibility criteria for each ILOS. Full service definitions available in [Appendix J in the Revised CalAIM Proposal provide](#) additional detail on each pre-approved ILOS, including eligibility criteria. This guidance document also describes the major “cost drivers” that help determine the midpoint service rate and ranges.

Service-specific pricing guidance: For each of the 14 pre-approved ILOS, this document provides:

- **High-level service description and eligibility criteria:** Summary of what the service is and who is eligible to receive it.
- **Midpoint service rate:** An average midpoint rate based on a set of assumptions that drive service costs (as detailed below). Midpoint rates are non-binding and do not reflect a service rate floor or ceiling. Rather, midpoint rates represent one data point that MCPs and ILOS Providers can reference when negotiating service rates for the provision of ILOS. Some ILOS are subject to a limit or “cap” on the total amount that may be spent per Member on that particular service (e.g., Environmental Modifications) as defined by the ILOS service definitions. These capped amounts are referenced in the pricing guidance where applicable.



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- **Rate range:** In addition to the average midpoint rate, this document also provides a range of rates to consider. These ranges are based on the 25th-to-75th percentile statewide BLS wage data research, and where appropriate, on caseload ranges provided via the cost input survey. Actual contracted Provider rates may vary significantly from these illustrative rate ranges, and they should not be interpreted as a ceiling or floor on reasonable prices. In particular, these statewide average data points do not reflect full regional variability in wages, nor regional variability in brick-and-mortar or transportation costs. As a result, it may be important to consider prices outside of the ranges presented here.
- **Pricing unit and Healthcare Common Procedure Coding System (HCPCS) codes:** Proposal for how the service could be paid for (e.g., PMPM payment, reimbursement up to a cap) and the HCPCS codes associated with each service that will be used to generate encounters. Notably, HCPCS codes may differ from how an ILOS is billed.
- **Direct cost drivers and assumptions:** Summary of assumptions made on key components of cost that generated the midpoint ILOS service rate. Cost drivers include:
 - Frequency (if applicable): How often a service is provided to the Member (will not be applicable for some ILOS)
 - Duration (if applicable): How long a service lasts (will not be applicable for some ILOS)
 - Setting: Where the ILOS is provided to a Member (e.g., in a home, in an office setting)
 - Provider staffing (qualifications, salaries, caseloads): Who is providing the ILOS, what their qualifications are, and what the caseload or the ratio of staff to Members served is
 - Other pricing inputs: Other relevant drivers of pricing (e.g., transportation-related time and mileage for service providers, as appropriate)
 - Relevant benchmarks (if applicable): Other similar services provided in other programs/initiatives that helped inform the midpoint pricing of this service

Across all pre-approved ILOS, DHCS also considered the indirect costs that affect pricing rates, including administrative staff costs, overhead allocations, non-billable personnel time (e.g., training, time spent on paid time off) and



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program supplies. Indirect costs were based on review of the administrative considerations within other programs in California and generally accepted CMS limits. Broader capacity-building funding (such as IT investments) are not reflected in these rates but could be supported through other funding streams such as performance incentives.

Summary table of midpoint ILOS service rates and pricing units: The guidance document includes a summary table with each of the ILOS, their rate ranges, midpoint service rates and unit of pricing.



1. Housing Transition Navigation Service

High-level pricing approach: The pricing considers a housing care manager with a college degree providing services face-to-face in an office as well as in the community and via phone/other technology to a midpoint caseload of 1:35 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:50 individuals concurrently. Pricing also includes 1 housing specialist per 6 housing care managers and 1 supervisor per 10 housing care managers. The caseloads also reflect time spent on behalf of enrollees, such as coordination with landlords or housing research.

Service Rate

Midpoint Service Rate	\$386
Rate Range	\$324–\$449
Unit of Service	PMPM
HCPCS Billing Code	H0043, H2016 (Modifier U6 for both)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As needed
Duration (if applicable)	As needed
Setting	In-Person/Telephone/Video
Provider Staffing Qualifications and Hourly Salaries	Housing Care Manager (bachelor's degree or higher): \$34.62 Supervisor (bachelor's degree or higher): \$37.42 Housing Specialist (high school diploma or higher): \$34.29
Staffing Ratio/Caseload	1 Housing Care Manager: 20 to 50 Enrollees 1 Supervisor: 10 Housing Care Managers 1 Housing Specialist: 6 Housing Care Managers



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Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, paid time off (PTO) 25 days/year Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: Housing Access Services per hour: \$65.00

2. Housing Deposits

High-level pricing approach: MCPs and Providers may want to consider California's FMR values defined by HUD (<https://www.huduser.gov/portal/datasets/fmr.html>) when establishing appropriate payment levels for this service. Per the service definition, both first and last month's rent could be considered under this service, as well as utility setup fees and goods and services needed for the individual's initial move-in. Therefore, the following payment structure may be considered:

- Two times the FMR value as established under HUD, which would represent first and last month's rent + \$1,000 for discrete moving costs/initial utilities¹

Service Rate

Service Rate	\$5,000 recommended maximum
Unit of Service	Recommended maximum
HCPCS Billing Code	H0044 (U2 Modifier)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per lifetime
Duration (if applicable)	Until \$5,000 recommended maximum is reached
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	N/A
Staffing Ratio/Caseload	N/A

¹ HUD's Housing Choice Voucher program also uses a 90% to 110% of the FMR to determine rental payment standards. The user of the voucher must also contribute 30% of the costs towards the voucher.

https://www.hud.gov/sites/dfiles/PIH/documents/HCV_Guidebook_Payment_Standards.pdf



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Other Pricing Inputs	N/A
Relevant Benchmarks (if applicable)	Consistent with HCBS waiver limits

3. Housing Tenancy and Sustaining Service

High-level pricing approach: The pricing considers a housing care manager with a college degree providing services face-to-face in an office as well as in the community and via phone/other technology to a total caseload of 25 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:30 individuals concurrently. Pricing also includes 1 supervisor per 10 housing care managers. The caseloads also reflect time spent on behalf of enrollees when not directly engaging with them, such as coordination with landlords or housing research.

Service Rate

Midpoint Service Rate	\$444
Rate Range	\$413–\$475
Unit of Service	PMPM
HCPCS Billing Code	T2040, T2041 (Modifier U6 for both)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As needed
Duration (if applicable)	As needed
Setting	In-Person/Telephone/Video
Provider Staffing Qualifications and Hourly Salaries	Housing Care Manager (bachelor's degree or higher): \$34.62 Supervisor (bachelor's degree or higher): \$37.42
Staffing Ratio/Caseload	1 Housing Care Manager: 20 to 30 Enrollees 1 Supervisor: 10 Housing Care Managers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year



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	Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	



4. Short-Term Post-Hospitalization Housing

High-level pricing approach: The pricing considers a direct care worker available 24 hours per day who provides monitoring/support to a facility of 15 to 30 beds. The pricing includes a supervisor in a 1:10 staffing ratio and additional support professionals as needed (e.g., staff on call to address behavioral health needs). The pricing also considers square footage costs and utility costs for a Provider-maintained facility along with food costs for the residents. Costs for Medicaid covered services (e.g., pharmacy costs) are excluded from the pricing guidance for this service.

Based on the survey information and Provider feedback, alternative service locations, with similar levels of on-site care, are allowable settings for short-term post-hospitalization housing, which would influence the service costs. Additionally, as discussed in a prior section, the size of the facility and number of assumed beds per direct care worker impact total rate levels, where larger facilities tend to lower the rate.

DHCS acknowledges that variation in staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some short-term post-hospitalization programs may operate a specialized or intensive model (e.g., a program focused on addressing opioid addiction) with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model (e.g., on call clinical staff instead of onsite clinical staff) and so may have lower staff/facility costs relative to those modeled below.

Service Rate

Midpoint Service Rate	\$108
Rate Range	\$97–\$119
Unit of Service	Per Diem
HCPCS Billing Code	H0044 (Modifier U3)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per lifetime
Duration (if applicable)	Not to exceed a duration of six months



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Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (high school diploma or higher with training/certification): \$22.43 Psychiatric Professional (bachelor's degree or higher): \$30.77 Supervisor (bachelor's degree or higher): \$37.42
Staffing Ratio/Caseload	1 Direct Care Worker: 15 to 30 Residents 1 Psychiatric Professional: 6 Direct Care Workers 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Indirect Expenses: 5% program costs, 10% administration Facility Costs and Utilities: 100 square feet per enrollee and 400 square feet in common/staff space at \$4.00 per square foot Daily Food and Supply Costs: \$25 per day per resident
Relevant Benchmarks (if applicable)	

5. Recuperative Care (Medical Respite)

High-level pricing approach: The recuperative care service is more medical and intensive than the short-term post-hospitalization service; thus, the pricing assumes more highly trained staff and the need for lower caseloads. The pricing considers medically trained direct care workers providing 24 hours per day of monitoring/support to a facility of 10 to 20 beds. The pricing also includes a supervisor in a 1:10 staffing ratio and an available psychiatric professional. The pricing considers square footage costs and utility costs for a Provider-maintained facility along with food costs for the residents. Costs for Medicaid covered services (e.g., pharmacy costs) are excluded from the pricing guidance for this service. Additionally, as discussed in a prior section, the size of the facility and assumed beds per direct care worker impact total rate levels, where larger facilities tend to lower the modeled rate. DHCS also acknowledges that variation in staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some recuperative care programs may operate a specialized or intensive model with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model (e.g., on call clinical staff instead of onsite clinical staff) and so may have lower staff/facility costs relative to those modeled below. **Service Rate**

Midpoint Service Rate	\$204
Rate Range	\$181–\$226
Unit of Service	Per Diem
HCPCS Billing Code	T1002, T2033 (Modifier U6 for both)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	No more than 90 days in continuous duration
Setting	In-Person



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Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (bachelor's degree or higher): \$44.55 Psychiatric Professional (bachelor's degree or higher): \$30.77 Supervisor (bachelor's degree or higher): \$47.84
Staffing Ratio/Caseload	1 Direct Care Worker: 10 to 20 Residents 1 Psychiatric Professional: 4 Direct Care Workers 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Indirect Expenses: 5% program costs, 10% administration Facility Costs and Utilities: 100 square feet per enrollee and 400 square feet in common/staff space at \$4.00 per square foot Daily Food and Supply Costs: \$25 per day per resident
Relevant Benchmarks (if applicable)	



6. Respite Services

High-level pricing approach: This service provides short-term relief to an enrollee's usual caregiver on an as-needed basis. Respite services are non-medical and may be provided within the enrollee's home or in a facility setting. Pricing assumes use of an agency model, and as such, assumes a supervisor at a ratio of 1 to 10 direct care workers and also includes consideration for all EREs and benefits (e.g., employer-paid health care, retirement, disability insurance) for the direct care worker and supervisor, administrative cost considerations, and a travel allowance of 30 miles per day for the direct care worker. Facility-based respite in an institutional setting may lead to total rate and cost variability compared to these assumptions. Additionally, this service is well established in California's Medicaid program, so other comparable programs may serve as benchmarks in determining appropriate funding levels.

Service Rate

Midpoint Service Rate	\$33
Rate Range	\$29–\$38
Unit of Service	Hourly
HCPCS Billing Codes	H0045, S5151, S9125

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As needed
Duration (if applicable)	As needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (High School diploma/on-the-job training): \$15 Supervisor (HS Diploma or higher): \$21.95



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Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Staffing Ratio/Caseload	1 Direct Care Worker: 1 Enrollee 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration All standard ERE components included
Relevant Benchmarks (if applicable)	1915(c) Home and Community-Based Alternatives Waiver: Home Respite: \$5.91 per 15-minute unit

7. Day Habilitation Programs

High-level pricing approach: The pricing considers a high school-educated direct care worker employed by a Day Habilitation Provider or agency delivering this service face-to-face in the community to 6 individuals concurrently. Pricing also includes 1 supervisor per 10 direct care workers. The per diem rate assumes 8 hours of continuous service being provided. As discussed in a prior section, payment for smaller group sizes (i.e., less than 6) and training/certification may require higher payment rates than illustrated. Additionally, daily rates with shorter assumed durations than 8 hours may require lower payment rates than illustrated.

Service Rate

Midpoint Service Rate	\$56 per day	\$7 per hour
Rate Range	\$46–\$67	\$6–\$8
Unit of Service	Per Diem	hourly
HPCPS Billing Code	T2012, T2014, T2018, T2020, H2014, H2024, H2026 (Modifier U6 for all)	

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (HS Diploma/On-the-Job Training): \$21.95 Supervisor (HS Diploma/On-the-Job Training): \$24.21
Staffing Ratio/Caseload	1 Direct Care Worker: 6 Enrollees 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year



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Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
	Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: Community-based Day Program per diem: \$64.05



8. Nursing Facility Transition/Diversion to Assisted Living Facilities, Such as Residential Care Facilities for Elderly and Adult Residential Facilities

High-level pricing approach: This service has two components: transition services to the Assisted Living Facility, and other services provided in the facility as needed to meet Member needs on an ongoing basis. These components are priced separately below, but could be combined in a single rate as appropriate.

The pricing for the transition services below considers a social worker with a college degree working as a care manager providing transition education and support services face-to-face in the community and via phone/other technology to a total caseload of 25 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:30 individuals concurrently. Pricing also includes one supervisor (nurse) per 10 care managers.

The pricing for the ongoing services is separately noted below in the “Ongoing Support for ADLs/IADLs” column of the table. These ongoing activities should be consistent with the service definition, and as such can include assistance with Activities of Daily Living (ADLs) and Instrumental ADLs (IADLs) as needed, companion services, medication oversight, and therapeutic social and recreational programming provided in a home-like environment. Note that the service definition also anticipates 24-hour on-site staff will be available to meet unpredictable needs in a way that promotes maximum dignity and independence, and to provide supervision, safety, and security, and pricing should be consistent with these requirements. Ongoing activities may also include coordination with the Medi-Cal managed care plan to ensure that the needs of Members who need enhanced services to be safely and stably housed in RCFE/ARF settings have in lieu of services and/or enhanced care management services that provide the necessary enhanced services. Room and board expenses are not included in the service definition or the pricing below. The hourly rate below for ongoing support services, which assumes an agency-based model and was developed using the same assumptions and methodology as the respite services midpoint price, is illustrative and may support MCPs and ILOS providers in determining reasonable reimbursement for this ongoing assistance, but it is not binding. MCPs and ILOS Providers are permitted to utilize different payment approaches to cover the ongoing services described above (i.e., not an hourly rate) that meet the unique needs of their localities. Other payment approaches may include, for example, PMPM or per diem payments. The Assisted Living Waiver [rate schedule](#) may also be a relevant benchmark for ongoing services.



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Service Rate

Service Component	Nursing Facility Transition/Diversion (PMPM)	Ongoing Support Services (hourly)
Midpoint Service Rate	\$459	\$33
Rate Range	\$422–\$496	\$29–\$38
Unit of Service	PMPM	Per Hour
HCPCS Billing Code	T2038 (Modifier U4)	N/A

Cost Drivers and Assumptions: Nursing Facility Transition PMPM

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	Primarily In-Person; some services may be completed via telephone
Provider Staffing Qualifications and Hourly Salaries	Care Manager (bachelor's degree or higher): \$36.51 Supervisor (nurse): \$44.55
Staffing Ratio/Caseload	1 Care Manager: 20 to 30 Enrollees 1 Supervisor: 10 Care Managers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	



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Cost Drivers and Assumptions: Ongoing Support Services

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (HS Diploma/On-the-Job Training): \$15 Supervisor (HS Diploma or higher): \$21.95
Staffing Ratio/Caseload	1 Direct Care Worker: 1 Enrollee 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration All Standard ERE components included. Consideration for ERE and indirect expenses varies widely by county.
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: - Homemaker: \$16.71 per hour unit - Home Health Aide: \$23.63 per hour unit The Assisted Living Waiver rate schedule may also be a relevant benchmark for ongoing services.



9. Community Transition Services/Nursing Facility Transition to a Home

High-level pricing approach: The pricing considers a social worker with a college degree working as a care manager providing transition education and support services face-to-face in the home and via phone/other technology to a total caseload of 25 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:30 individuals concurrently. Pricing also includes 1 supervisor (nurse) per 10 care managers.

Service Rate

Midpoint Service Rate	\$459
Rate Range	\$422–\$496
Unit of Service	PMPM
HCPCS Billing Code	T2038 (Modifier U5)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	Lifetime maximum of \$7,500 (consistent with caps available under HCBS programs)
Setting	In-Person/Telephone
Provider Staffing Qualifications and Hourly Salaries	Care Manager (bachelor's degree or higher): \$36.51 Supervisor (nurse): \$44.55
Staffing Ratio/Caseload	1 Care Manager: 20 to 30 Enrollees 1 Supervisor: 10 Care Managers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration



WILL LIGHTBOURNE
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



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GOVERNOR

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Relevant Benchmarks (if applicable)	

10. Environmental Accessibility Adaptations (Home Modifications)

High-level pricing approach: The cap for this service is aligned with current spending caps in place within California’s HCBS waiver programs to promote consistency between programs and services and in preparation for offering successful ILOS as a statewide benefit in future years. Note that there is a requirement within the service definition that at least two bids from appropriate Providers must be obtained for each requested service or set of services.

Service Rate

Service Rate	\$7,500 Cap
Unit of Service	Cap
HCPCS Billing Code	S5165 (Modifier U6)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per Lifetime
Duration (if applicable)	Lifetime maximum of \$7,500 (consistent with caps available under HCBS programs)
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	N/A
Staffing Ratio/Caseload	N/A
Other Pricing Inputs	Service definition notes a requirement of at least two bids from appropriate Providers of the requested service
Relevant Benchmarks (if applicable)	Consistent with HCBS waiver limits



11. Medically Tailored Meals/Medically Supportive Food

High-level pricing approach: The pricing considers weekly food costs per the United States Department of Agriculture (USDA) and the average delivery costs associated with transporting meals and/or food boxes in the U.S. The nutritional assessment assumes a one-hour session provided to only one person at a time from a registered dietician. Consistent with the service definition, the nutritional assessment should be based on evidence-based nutritional practice guidelines to address medical diagnoses, symptoms, allergies, medication management, and side effects to ensure the best possible nutrition-related health outcomes. The nutritional assessment will inform the ongoing menu-planning for the Member.

DHCS acknowledges that variation in program designs and staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some medically tailored meals/medically supportive food programs may include appropriate incremental value added services that offer a more specialized or intensive model, with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model and so may have lower staff/facility costs relative to those modeled below.

Service Rate

Midpoint Service Rate	\$9.50	\$66	\$41
Rate Range	\$7–\$12	\$52–\$81	\$33–\$49
Unit of Service	Per Delivered Meal	Per Weekly Grocery Box Delivered	Per Nutritional Assessment
HCPCS Billing Code	S5170 (Modifier U6)	S9977 (Modifier U6)	S9470 (Modifier U6)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Up to 3 delivered meals per day/delivered groceries for up to 3 meals per day
Duration (if applicable)	As needed for up to 12 weeks

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	Dietician (associate degree or higher): \$29.34
Staffing Ratio/Caseload	One Hour Nutritional Assessment Per 12 weeks
Other Pricing Inputs	Food Costs: \$58.40 per week for food box (based on USDA weekly food costs) Delivery: \$7.50 per weekly box Pricing also considers administrative costs associated with ongoing meal planning
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: - Nutritional Consultation per hour: \$42.50 Meals on Wheels West Los Angeles \$7.00 per meal Mom's Meals (https://www.momsmeals.com/our-food/how-it-works/): \$6.99 per meal

12. Sobering Centers

High-level pricing approach: The pricing considers around-the-clock support from a team of staff in various staffing ratios (see Provider staffing and qualifications section of the table below). The pricing assumes this team would staff a facility size of 12 to 16 beds and also considers square footage costs for a Provider-maintained facility and food costs for the residents. Costs for Medicaid covered services (e.g., pharmacy costs) are excluded from the pricing guidance for this service. Additionally, as discussed in a prior section, the size of the facility and assumed beds per direct care worker impact total rate levels, where larger facilities tend to lower the modeled rate.

DHCS acknowledges that variation in staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some sobering centers may operate a specialized or intensive model (e.g., a sobering center focused on addressing behavioral health crises) with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model (e.g., on call clinical staff instead of onsite clinical staff) and so may have lower staff/facility costs relative to those modeled below.

Service Rate

Midpoint Service Rate	\$170
Rate Range	\$154–\$186
Unit of Service	Per Diem
HCPSC Billing Code	H0014 (Modifier U6)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (bachelor's degree or higher): \$29.47



State of California—Health and Human Services Agency
Department of Health Care Services



	Licensed Practical Nurse (bachelor's degree or higher): \$30.85 Supervisor (bachelor's degree or higher): \$37.42
Staffing Ratio/Caseload	1 Direct Care Worker: 12 to 16 Enrollees 1 Licensed Practical Nurse: 3 Direct Care Workers 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Indirect Expenses: 5% program costs, 10% administration Facility Costs and Utilities: 100 square feet per enrollee and 400 square feet in common/staff space at \$4.00 per square foot Daily Food and Supply Costs: \$25 per day per resident
Relevant Benchmarks (if applicable)	



13. Personal Care Services

High-Level Pricing Approach: The pricing considers a high school-educated direct care worker or a direct care worker with on-the-job training providing one-on-one assistance with activities of daily living in the enrollee's home or in the community. Different training/certification expectations will affect the pricing. The pricing is for an agency model which assumes a supervisor at a ratio of 1 to 10 direct care workers, and also includes consideration for all employee-related expenses and benefits (e.g., employer-paid healthcare, retirement, disability insurance) for the direct care worker and supervisor, agency administrative cost considerations, and a travel allowance of 30 miles per day for the direct care worker.

Service Rate:

Mid-Point Service Rate	\$33
Rate Range	\$29 - \$38
Unit of Service	Hourly – Agency Model
HCPSC Billing Code	S5130, T1019

Cost Drivers and Assumptions:

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (HS Diploma/On-the-Job Training): \$15 Supervisor (HS Diploma or higher): \$21.95
Staffing Ratio / Case Load	1 Direct Care Worker: 1 Enrollee 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration All Standard ERE components included
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities:



State of California—Health and Human Services Agency
Department of Health Care Services



	• Homemaker \$16.71 per hour unit • Home Health Aide \$23.63 per hour unit Department of Social Services In-Home Supportive Services Program (https://www.cdss.ca.gov/inforesources/ihss): • Rates differ by county, but the average rate is \$14.64 prior to any consideration for ERE or indirect expenses • Consideration for ERE and indirect expenses varies widely by county
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14. Asthma Remediation

High-level pricing approach: The cap for this service is aligned with current spending caps in place within California’s HCBS waiver programs to promote consistency between programs and services and in preparation for offering successful ILOS as a statewide benefit in future years.

Service Rate

Service Rate	\$7,500 Cap
Unit of Service	Cap
HCPCS Billing Code	S5165 (Modifier U5)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per Lifetime
Duration (if applicable)	Lifetime maximum of \$7,500 (consistent with caps available under HCBS programs)
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	N/A
Staffing Ratio/Caseload	N/A
Other Pricing Inputs	N/A
Relevant Benchmarks (if applicable)	Consistent with HCBS waiver limits

Summary of Non-Binding Midpoint Pilot Service Rates and Ranges

Note: ILOS Pricing Guidance is in no way binding on MCPs or ILOS Providers. MCPs and ILOS Providers have full flexibility and discretion to agree to ILOS rates that are different than those outlined in the table, and in some circumstances, it may be appropriate to select a price outside of the range. Rate ranges and midpoint prices were developed using statewide average cost inputs, and may not fully capture geographic variation in the cost of rent, transportation, labor, and other cost drivers.

#	Service Name	Unit of Service	Midpoint Rate	Rate Range
1	Housing Transition Navigation Services	PMPM	\$386	\$324–\$449
2	Housing Deposits	Recommended Maximum	\$5,000	N/A
3	Housing Tenancy and Sustaining Service	PMPM	\$444	\$413–\$475
4	Short-Term Post-Hospitalization Housing	Per Diem	\$108	\$97–\$119
5	Recuperative Care (Medical Respite)	Per Diem	\$204	\$181–\$226
6	Respite Services (assumes agency model)	Hourly	Agency Model: \$33	Agency: \$29–\$38
7	Day Habilitation Programs	Hourly Per Diem	\$7 Per Hour \$56 Per Day	\$6–\$8 Per Hour \$46–\$67 Per Day
8	Nursing Facility Transition/Diversion to Assisted Living Facilities, such as	PMPM for Nursing Facility Transition	\$459	\$422–\$496

#	Service Name	Unit of Service	Midpoint Rate	Rate Range
	Residential Care Facilities for Elderly and Adult Residential Facilities	Per Hour for Ongoing Support Services	Agency Model: \$33	Agency: \$29–\$38
9	Community Transition Services/Nursing Facility Transition to a Home	PMPM	\$459	\$422–\$496
10	Environmental Accessibility Adaptations (Home Modifications)	Cap	\$7,500	N/A
11	Medically Tailored Meals/Medically Supportive Food	Per Meal Per Weekly Grocery Box Per Nutritional Consultation	\$9.50 Per Meal \$66 Per Grocery Box \$41 Per Consultation	\$7–\$12 Per Meal \$52–\$81 Per Grocery Box \$33–\$49 Per Consultation
12	Sobering Centers	Per Diem	\$170	\$154–\$186
13	Personal Care and Homemaker Services	Hourly	Agency Model: \$33	Agency: \$29 - \$38
14	Asthma Remediation	Cap	\$7,500	N/A

Appendix A: Findings From Targeted ILOS Survey

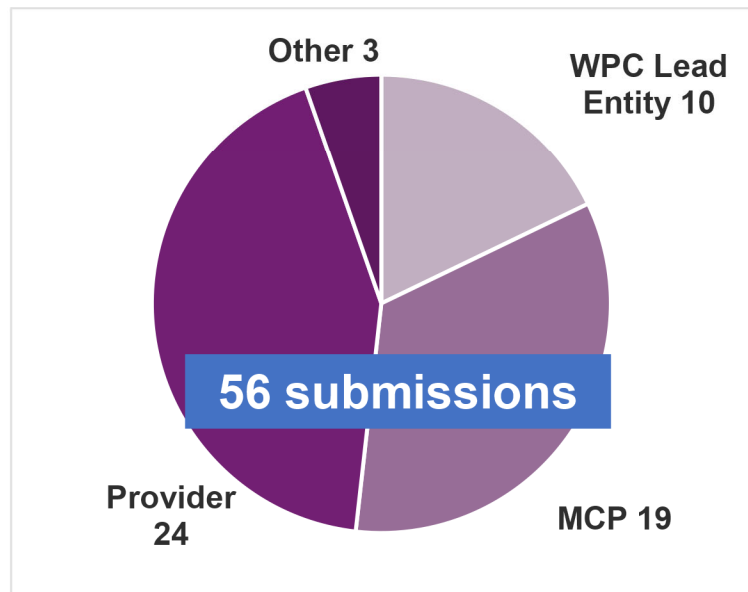
DHCS conducted a targeted survey in April 2021 to build on robust stakeholder engagement conducted to date and to support DHCS in conducting the following:

- Learn about existing service offerings that are similar to ILOS; and
- Solicit information from stakeholders on pricing information to assist DHCS in developing an ILOS pricing approach.

Fifty-six entities submitted survey responses, including:

- Managed care plans (MCPs)
- Providers of ILOS-like services/Community Based Organizations
- Whole Person Care Pilot Lead Entities

Survey Respondents



- *WPC Lead Entity includes submissions of a separate survey format.*
- *MCP includes Kaiser HealthPlan (which tagged itself as “MCP and Other”).*
- *Provider includes CBOs and “Other Providers of ILOS-like Services.”*



MEMORANDUM

To: Executive Committee
Lorna Speight
From: Lorna Speight, WIC Program Administrator
Date: July 20, 2022
Subject: *Agenda Item 6b:* California Department of Public Health's Women Infants and Children (WIC) Program Contract #22-10236 - **Action Item**

On March 23, 2022, the Board approved the submission of the funding application for the Women, Infant and Children's Program for the FFY 2023-2025. The funding application was submitted on April 19, 2022, and on June 30, 2022, we received the completed agreement for review and signature with a request to return date of July 17, 2022.

CAPK's current three-year Contract Agreement with CDPH will conclude on September 30, 2022. The new agreement is for a three-year term beginning October 1, 2022 and ending September 30, 2025. The maximum amount of this agreement is \$12,823,741 (\$4,277,247 year 1, \$4,273,247 year 2, and \$4,273,247 year 3). Contract requirements and scope of work are essentially the same as in the prior agreement.

The funding from this contract will allow CAPK to continue to offer WIC services to eligible residents in Kern and parts of San Bernardino County and help support CAPK's Goal 1, of the Strategic Plan in addressing barriers to obtaining nutritious food and improving the lives of the families we serve.

Recommendation

Staff recommends the Board authorize the Chief Executive Officer to execute the California Department of Public Health's Women Infants and Children Program contract (#22-10236) and any contract amendments that occur during the contract period.

Attachment:

WIC Contract #22-10236

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-10236

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Community Action Partnership of Kern

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

\$12,823,741.00 Twelve Million Eight Hundred Twenty-Three Thousand Forty-One Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	20
Attachment I	Statement of Work, Services to be Performed	10
Exhibit B	Budget Detail and Payment Provisions	4
+ Attachment I -	Budget Detail	1
+ Attachment II -	Facility Costs	1
+ Exhibit C * -	General Terms and Conditions	GTC
+ Exhibit D -	Special Terms and Conditions	18
+ Exhibit E -	Additional Provisions	7
+ Exhibit F -	Federal Terms and Conditions	8
+ Exhibit G -	Information Privacy and Security Requirements	13
+ Exhibit H -	Contract Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Community Action Partnership of Kern

CONTRACTOR BUSINESS ADDRESS

5005 Business Park North

CITY

Bakersfield

STATE

CA

ZIP

93309

PRINTED NAME OF PERSON SIGNING

Jeremy T. Tobias

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 4265-2210236

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-10236

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A Scope of Work

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.
- C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CFDA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

- A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Kern County, Tulare County, San Bernardino County, and Los Angeles County, including the cities of Buttonwillow, Shafter, Bakersfield, Arvin, Caliente, Frazier Park, Keene, Lamont, Edwards AFB, Lancaster, Mojave, Rosamond, California City, Tehachapi, Ridgecrest, Inyokern, Trona, Wasco, Lost Hills, McKittrick, Lancaster, Blackwells Corner, Delano, Pixley, Earlimart, Richgrove, Boron, Apple Valley, Victorville, Phelan, Big Bear City, Big Bear Lake, Sugar Loaf, Crestline, Cedar Glen, Lake Arrowhead, Twin Peaks, Needles and Fort Mojave Indian Tribe.

Exhibit A
Scope of Work

3. Service Hours

- A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.
- B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

4. Project Representatives

- A. The project representatives during the term of this agreement will be:

California Department of Public Health	Community Action Partnership of Kern
Lavinia Pop, Contract Manager Telephone: (916) 928-8827 E-mail: Lavinia.Pop@cdph.ca.gov	Jeremy T. Tobias, Chief Executive Officer Telephone: (661) 336-5236 E-mail: JTobias@capk.org

- B. Direct all inquiries to:

California Department of Public Health	Community Action Partnership of Kern
CDPH/WIC Division Attention: Lavinia Pop, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8827 E-mail: Lavinia.Pop@cdph.ca.gov	Attention: Lorna Speight, WIC Program Administrator, RD 500 E California Ave Bakersfield, CA 93307 Telephone: (661) 327-3074 E-mail: lspeight@capk.org

- C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 95-2402760
FI\$CAL ID #:
Contractor: Community Action Partnership of Kern
Attention: Cashier
Address: 5005 Business Park North Bakersfield, CA 93309
Contract Number: 22-10236
Email: JTobias@capk.org

- D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

- 5. Services to be Performed** - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

Exhibit A Scope of Work

6. Scope of Work Changes

- A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

- A. **Applicant** - A pregnant individual, breastfeeding individual, postpartum individual, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are a breastfeeding individual. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.
- D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.
- E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.
- F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.
- G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.

Exhibit A
Scope of Work

- H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).
- I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.
- J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- K. **Degreed Nutritionist (DN)** – A degreed nutritionist is an individual who possesses a bachelor's degree in a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role is defined in WPPM 130-50.
- L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.
- M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.
- N. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize the transfer of their benefits from a government account to the vendor's account to pay for products received.
- O. **FFY** means Federal Fiscal Year (October 1 through September 30).
- P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers and markets are authorized and trained by the CDPH/WIC Division to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.
- Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including booklet accountability, security and integrity, and staff training.
- R. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.

Exhibit A
Scope of Work

- S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take the IBCLC exam. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.
- U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.
- V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- W. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- X. **NSP** means Nutrition Services Plan - The NSP is a tool for WIC Local Agencies to use in planning overall WIC Program Nutrition Services. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP also provides a focus for staff training, nutrition education and quality assurance resources over the course of this contract. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].
- Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.
- Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.
- BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.
- CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.
- DD. **Participant** - An individual who meets all WIC Program eligibility criteria, is enrolled in the WIC Program, and receives nutrition benefits.

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- EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.
- FF. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.
- GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.
- HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.
- II. **RBL** means Regional Breastfeeding Liaison - WIC professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.
- JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.
- KK. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.
- MM. **Staff Training Coordinator** - A designated WIC local agency Nutritionist that ensures staff training is planned, completed, and documented within designated timeframes. Follows all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.
- NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.
- OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.

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- PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.
- QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.
- RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the USDA for healthcare and nutrition of low-income pregnant women, breastfeeding women, postpartum women, and infants and children under the age of five.
- SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.
- TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities

Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.
1. Year 1 participant monthly caseload: 14,610
 2. Year 2 participant monthly caseload: 14,610
 3. Year 3 participant monthly caseload: 14,610
- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's participant monthly caseload and associated funding through a formal contract amendment.

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor's program operations and fiscal management procedures are in compliance. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. Contractors found to be out of compliance during the program monitoring visits may be subject to more frequent program monitoring, and if findings are not corrected, sanctions may be imposed.

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3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

4) Staffing Standards

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment I.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative tasks and other duties related to certification, referral, outreach, education, planning, and supervisory functions for the WIC Program. The Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant's nutrition needs and oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

d) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.

e) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

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f) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.

g) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point-of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

h) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

i) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

j) Staff Training Coordinator

The Contractor shall designate a Nutritionist to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this Nutritionist staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

k) Civil Rights Coordinator (only applies to the Contractors with 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in WPPM 510-30.

l) Farmers' Market Nutrition Program Local Agency Coordinator (only applies to the Contractors receiving funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency

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Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

m) Dietetic Internship Program (only applies to the Contractors receiving funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

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Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non-WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

- n) State Committee Membership (only applies to the Contractors receiving funds for membership in one of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall utilize approved CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.

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- b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00. Newly hired staff shall complete the mandatory training within three (3) months of employment, and subsequently, once every 12 months as required by position.
- c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

9) Data Collection

Data collection and all State Approved Platforms required by the CDPH/WIC Division shall be utilized to meet federal and state reporting requirements and address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection system(s) and/or WIC WISE provided by the CDPH/WIC Division.

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Site Changes

- a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.
- b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.

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- c) The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new, relocation, and/or closure of WIC Sites, in accordance with WPPM 1000-06. The Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval. WIC Site Request packets are to be submitted at least 45 days prior to the anticipated opening date for review.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.
- f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

- a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:
 - 1. General Administration
 - 2. Client Services
 - 3. Nutrition Education
 - 4. Breastfeeding
- b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.
- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8. Under modified continuous time reporting, a local agency may allocate the cost of all compensation for FMNP issuance time and effort on a reasonable basis, such as the ratio of total FMNP benefits issued to total benefits issued under both WIC and FMNP.
- d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

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The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

- a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.
- b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.
- c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.
- d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.
- e) The Contractor shall submit the following with the RAE packet:
 1. The Expenditure Worksheet
 2. The NSA Operating Expenses Worksheet
 3. The Agency Time Sheet Summary
 4. The RAE Worksheet (signed)
- f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure "Open in desktop app"

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

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15) Breastfeeding Promotion and Support Minimum Expenditure

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under "Travel" here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:
 - 1. Legal Owner is the California Department of Public Health

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2. Registered Owner is the Contractor's Legal Name
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.
 - d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
 - e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding \$5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and System Support Services

- a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology-related implementation and support initiatives. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC.
- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall on a monthly basis, monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140-20 for more information.
- c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form and have submitted a copy to the CDPH/WIC Division as required per WPPM 140-20.
- d) The Contractor IT POC shall actively participate in State planned WIC technology user workgroups.
- e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.
- f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security compliance best practices, and maintenance and operations on the local side of the network.
- g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).

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- h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
 - 2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
 - 3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.
 - 4. Allow video conferencing equipment to be able to communicate with the CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- i) The Contractor shall support implementation and maintenance of WIC technology activities:
 - 1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site (LASS) [<https://partners.cdph.ca.gov/sites/LASS/>].
 - 2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
 - 3. Ensure that the acquired technology hardware and software meets the minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, etc.
- j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
 - 1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
 - 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.
- k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
 - 1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
 - 2. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.
- l) The Contractor shall ensure proper security of local network systems and WIC data:
 - 1. Ensure that the devices in the WIC local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate

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hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network.

2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.
 3. The Contractor is responsible to investigate and respond to, and upon request by CDPH, report to WIC, ITSD, and WIC WISE Service Desk any known or potential software, system, or network security risk vulnerabilities that may impact (or potentially adversely affect) any of the WIC systems accessed on the agency's network; additionally, report on any security risk response and remediation efforts with the identified name and version of each vulnerable software or system, before and after each security risk issue resolution/mitigation.
- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.
- n) The Contractor shall be in compliance with the WIC WISE requirement as detailed in the WPPM.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing maintenance of State Approved Platforms. The Contractor shall actively support the implementation of state information technology projects by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (only applies to the Contractor receiving funds for this project)

- a) The Contractor shall provide a Regional Training Center (RTC) for use by WIC local agency trainers and CDPH/WIC Division trainers to conduct trainings, including but not limited to, breastfeeding training, BFPC training, PCE training, WIC WISE training, LVL training, vendor training, and various WIC local agency trainings provided to WIC local agency staff and authorized WIC vendors.
- b) The Contractor shall maintain a training room facility with access to restrooms, drinking water, and parking; site logistics including tables, chairs, and appropriate equipment including facilitator laptop/computer (monitor, keyboard, mouse, and cables as needed), projector and spare bulb, screen, computer speakers or sound system, wireless microphone, flip chart paper

Exhibit A
Scope of Work

and easel, use of a copier, general training/office supplies (sticky notes, markers, pens, etc.), storage cabinet; and internet access necessary for trainings.

- c) The Contractor shall identify WIC local agency clerical support for scheduling, ordering supplies, access to training room(s), providing site specific instructions, and receiving/storing shipped training materials for up to two (2) weeks prior to training.
- d) The Contractors receiving funds for the RTC shall also provide required equipment including connectivity to WIC WISE (Wi-Fi); 12-20 dedicated laptops/computers and monitors; peripheral devices including a signature pad, PIN pad, scanner, and a magnetic card reader that meets WIC WISE recommended specifications; surge protector power strips; and locked storage for laptops.
- e) The Contractors shall provide IT staff or services to be available for IT assistance one (1) day prior to and on training days.

24) Translation Review Services – Education Materials (only applies to the Contractor receiving funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation services.

25) Breastfeeding Peer Counselor Database (PCDB) – (only applies to the contract with Public Health Foundation Enterprises, Inc.)

The following only applies to PHFE, which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

- a) Responsibilities of PHFE includes, but are not limited to:
 - 1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
 - 2. Ensuring local agencies can access their own agency reports and documentation.
 - 3. Maintaining a secure, interactive automated educational text messaging function.
 - 4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
 - 5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities related to the transfer of historical PCDB data to WIC WISE.
- b) PHFE is bound to the following requirements, terms, and conditions, concerning the PCDB, as stated in the WIC local agency contract:
 - 1. Information Privacy and Security Requirements, as specified in Exhibit G, Section XI, which includes reporting any incidents involving unauthorized use of this data file to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Chief Information Security Officer (and CDPH IT Service Desk).

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Scope of Work

2. Special Terms and Conditions pertaining to Confidentiality of Information, as specified in Exhibit D, Provision 8.
- c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE WIC data from the PCDB is used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between the CDPH/WIC Division and PHFE. At no time will PHFE use data from any other WIC local agency for additional research or analytical purposes.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective

Activity 1: Assess that applicants meet eligibility criteria:

1. Categorical;
2. Residential;
3. Financial; and
4. Nutritional risk.

If applicants meet these four criteria, certify eligible applicants and document ineligibles.

Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant.

Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate.

Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need.

Activity 5: Document a Care Plan in WIC WISE.

Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).

Deliverables

- A. Eligible applicants/participants are certified and provided appropriate WIC benefits.
- B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants.
- C. Food benefits are prescribed accurately to all WIC applicants/participants.
- D. Appropriate referrals are provided to all WIC applicants/participants.
- E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification.
- F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed.
- G. Appropriate SOD procedures are implemented during certifications and recertifications.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective
Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered. Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period. Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment. Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.
Deliverables
A. Participants are provided initial and secondary nutrition education based on their Care Plan, their participant category, their interests/concerns, and any subsequent assessments. B. Document all participant nutrition education contacts in the WIC WISE. C. Refer to Exhibit A, SOW, Provision 8.14.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective
Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors. Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, Farmers' Market Nutrition Program (FMNP) booklets.
Deliverables
A. Food benefits are accurately issued. B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities. C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers and if applicable, FMNP booklets, meet program security standards.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective
Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated. Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals. Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support, per the WIC Policy and Procedure Manual (WPPM). If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community. Activity 4: Make breast pumps and kits available to postpartum participants.
Deliverables
A. Participants are provided accurate breastfeeding information. B. Document all participants' breastfeeding education provided in WIC WISE. C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals. D. Document breast pump issuance and the reasons for issuance in WIC WISE. E. Maintain an accurate inventory of breast pumps. F. Maintain all breast pumps in a clean and working condition.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective
Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program. Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.
Deliverables
A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations. B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA). Keep documentation of how and where the APOA was conducted. Refer to Exhibit A, SOW, Provision 8.6.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality.

Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits.

Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed.

Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement.
- C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors upon request.
- F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective
Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all WIC Policies, Nutrition Services Plan (NSP) goals and objectives, and WIC Information Notice (WIN) training requirements are completed. Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes. Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.
Deliverables
A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topics identified by a needs assessment. B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records. C. Training related sections of the annual NSP, as applicable.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 8: Farmers' Market Nutrition Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective

Activity 1: Issue WIC FMNP food benefits via a FMNP booklet, to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP booklet and locations where it may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP booklets assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables

A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:

1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator;
2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
3. Instructional guidance for FMNP recipients on how to use the FMNP booklets;
4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures;
5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP booklets; and
6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.

B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.

C. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.

D. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency for distribution from May to September of the same calendar year.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 9: Breastfeeding Peer Counseling (BFPC) Program – (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective
Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.
Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.
Activity 3: Provide regular supervision and monitoring of peer counselors.

Deliverables
A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC).
C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC Designated Breastfeeding Expert, are documented in the Peer Counseling Database (PCDB) and/or WIC WISE.
D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 10: Regional Breastfeeding Liaison Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective
Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to promote WIC Program services, including WIC breastfeeding support services, within their community or region by establishing/fostering relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.). Activity 2: The RBL will work with healthcare providers, hospitals, employers, and community partners within their region to improve their understanding of breastfeeding, WIC's role as a breastfeeding resource, and to increase referrals to the WIC Program.
Deliverables
A. The Contractor shall develop a RBL Plan-of-Action using the CDPH/WIC Division's RBL Action Plan template. B. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff. C. The RBL shall provide activity updates to the WIC Director(s) at the contracting agency each quarter or as required by the CDPH/WIC Division. D. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.
- D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.
- E. Invoices shall:
 - 1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.
 - 2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.
- F. Amounts Payable

The amounts payable under this Agreement shall not exceed:
\$12,823,741.00 for the budget period of 10/01/2022 through 09/30/2025.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. Final undisputed invoice(s) shall be submitted for payment no more than 45 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**" at the end of the Contract Term.

5. Allowable Line-Item Shifts

- A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The one hundred thousand (\$100,000) maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with cost-of-living indexes. Said adjustments shall not require a formal Agreement Amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line-item shifts meeting these criteria shall not require a formal Agreement Amendment.
- D. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval to line-item shifts.
- E. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability/Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or back-up documentation is non-existent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

7. Recovery of Overpayments

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:
 - 1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment;
 - 2) A repayment schedule which is agreeable to both the CDPH/WIC Division and the Contractor.
- B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior written authorization from the CDPH/WIC Division. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

9. Additional Invoicing Requirements

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.
- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.
- E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
 - 1) The signed completed invoice
 - 2) The corresponding NSA Operating Expenses Worksheet
 - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
 - 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
 - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year-End Supplemental Invoice.
 - 3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: <https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation>.
 - 4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025

PERSONNEL WIC Position Title	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024		Year 3 10/1/2024 - 9/30/2025		Total
					FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	Budgeted Amount	
WIC Director WIC Program Administrator	1-22	1-10	70,970	106,434	1.00	98,379	1.00	100,346	1.00	102,353	301,078
WIC Nutritionist - WIC Program Manager	1,3,7,8,9,12,14,15,22	1,2,3,4	61,714	92,581	1.00	83,633	1.00	86,979	1.00	88,718	259,330
Nutrition Education Coordinator/NVRA Coordinator-Nutrition Education Supervisor	3,6,7,8,10,12,14	1,2,3,4,7	61,714	92,581	1.00	79,008	1.00	80,589	1.00	82,200	241,797
Breastfeeding Coordinator/BFPC Coordinator -base funded	3,6,7,8,10,12,15	1,2,3,4,9	53,685	80,496	0.63	49,775	0.63	50,712	0.63	50,712	151,199
Breastfeeding Coordinator/BFPC Coordinator- PC funded	7,8,12,15	9	53,685	80,496	0.25	19,752	0.25	20,124	0.25	20,124	60,000
WIC Nutritionist -Training Coordinator (DN, IBCLE)	3,6,7,8,10,12,14	1,2,3,4,7	53,685	80,496	1.00	62,418	1.00	64,914	1.00	66,213	193,545
WIC Nutritionist - Operations coordinator (DN)	3,7,8,9,12,14,15	1,2,3,4	46,634	70,013	1.00	60,402	1.00	61,610	1.00	62,842	184,854
WIC Nutritionist-DN	3,7,8,9,12,14,15	1,2,3,4	46,634	70,013	1.00	59,235	1.00	60,420	1.00	61,628	181,283
WIC Nutritionist -DN	3,7,8,9,12,14,15	1,2,3,4	46,634	70,013	1.00	58,068	1.00	59,230	1.00	60,414	177,712
WIC Nutrition Assistant IV/FMNP Coordinator	3,7,8,9,12,14,15	1,2,3,4,8	30,160	40,851	1.00	39,249	1.00	40,035	1.00	40,835	120,119
WIC Nutrition Assistant IV	3,7,8,9,12,14,15	1,2,3,4	30,160	40,851	2.00	78,499	2.00	80,069	2.00	81,671	240,239
WIC Nutrition Assistant III/PC support - base funded	3,7,8,9,12,14,15	1,2,3,4	29,120	38,002	0.75	28,501	0.75	28,501	0.75	28,501	85,503
WIC Nutrition Assistant III/PC support - PC Funded	8,9,12,15	9	29,120	38,002	0.25	9,500	0.25	9,500	0.25	9,500	28,500
WIC Nutrition Assistant II	3,8,9,12,14,15	1,2,3,4	29,120	38,002	4.00	148,512	4.00	151,482	4.00	152,006	452,000
WIC Nutrition Assistant/Peer Counselor - base funded	8,9,12,14,15	1,2,3,4	29,120	38,002	3.00	108,202	3.00	110,366	3.00	112,573	331,141
WIC Nutrition Assistant/Peer Counselor-PC funded	8,9,12,15	9	29,120	38,002	3.00	108,202	3.00	110,366	3.00	112,573	331,141
WIC Nutrition Assistant	8,9,12,14,15	1,2,3,4	29,120	38,002	20.00	700,128	19.00	678,424	19.00	691,993	2,070,545
Clerk	8,9,12	1,3,4	29,120	35,319	12.00	397,164	11.00	371,348	10.00	344,341	1,112,853
Equipment Clerk	8,9,12,18	1,3,4	29,120	35,319	1.00	33,521	1.00	34,192	1.00	34,876	102,589
Receptionist	8,9,12	1,4	29,120	38,002	2.00	67,891	2.00	70,607	2.00	72,019	210,517
Regional Breastfeeding Liaison	8,12,15	10	46,634	70,013	1.00	57,347	1.00	58,494	1.00	59,664	175,505
Regional Breastfeeding Liaison Assistant	8,12,15	10	30,160	40,851	0.50	16,549	0.50	16,880	0.50	17,217	50,646
Local Vendor Liaison	6,8,9,12,14,15	6	40,602	60,861	1.00	47,672	1.00	48,626	1.00	49,598	145,896
Outreach & Public Relations Coordinator	1,6,8,9,12	5	37,482	50,710	1.00	47,227	1.00	48,171	1.00	49,135	144,533
Director of Health & Nutrition	4,8,17,20-22		93,829	140,774	0.59	83,057	0.59	83,057	0.59	83,057	249,171
											-
											-
											-
Overtime ③	1-22	1-10				5,000		5,000		5,000	15,000
Salaries and Wages						2,546,891		2,530,042		2,539,763	7,616,696
Total FTE					60.97		58.97		57.97		
Fringe Benefits ④					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
					28.00000%	713,129	28.00000%	708,411	28.00000%	711,133	2,132,673
TOTAL PERSONNEL (paid by State WIC contract)						3,260,020		3,238,453		3,250,896	9,749,369
Total In-Kind for Personnel ⑫											-
OPERATING						Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses ⑤	5-7,17-21,23	1-10				208,063		222,365		207,290	637,718
Travel ⑥	8	1-10				18,000		16,000		16,000	50,000
Training	4,5,7,17,21,23	1-10				9,000		6,000		6,000	21,000
Outreach/Media/Promotion	17	1-10				3,000		3,000		2,500	8,500
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10				390,324		398,952		402,084	1,191,360
TOTAL OPERATING (paid by State WIC contract)						628,387		646,317		633,874	1,908,578
Total In-Kind for Operating ⑫											-
CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More)						Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Equipment ⑨	6,17,18,20,21	1-10									-
Vehicles ⑩	8,17-19	1-10									-
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)						-		-		-	-
Total In-Kind for Capital Expenditures ⑫											-
OTHER COSTS ⑪						Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
											-
											-
											-
TOTAL OTHER COSTS (paid by State WIC contract)						-		-		-	-
Total In-Kind for Other Costs ⑫											-
INDIRECT					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
Total Direct Costs (Personnel + Operating + Subcontracts up to \$25k each)					10.00000%	388,840	10.00000%	388,477	10.00000%	388,477	1,165,794
TOTAL INDIRECT (paid by State WIC contract)						388,840		388,477		388,477	1,165,794
Total In-Kind for Indirect ⑫											-
TOTAL BUDGET (paid by State WIC contract)						\$ 4,277,247		\$ 4,273,247		\$ 4,273,247	\$ 12,823,741
Total In-Kind for All Budget Line-Items ⑫						\$ -		\$ -		\$ -	-

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

Year 1	Year 2	Year 3
\$ 4,277,247	\$ 4,273,247	\$ 4,273,247
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

⑧ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

**Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025**

Total Facility Costs:				Year 1 Total		Year 2 Total		Year 3 Total
\$ 1,191,360				\$ 390,324		\$ 398,952		\$ 402,084
	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year
Site Street Address, City, State & Zip Code								
277 E Front Street, Buttonwillow, Ca 93206	Clinic	800	425	5,100	425	5,100	425	5,100
500 E California Ave, Bakersfield, Ca 93307	e	5200	5,975	71,700	6,205	74,460	6,400	76,800
90 Farrell Dr., Bldg 5620; Edwards, CA 93524	Clinic	1000	-	-	-	-	-	-
15580 O Street, Mojave, Ca 93501	Clinic	1000	150	1,800	150	1,800	150	1,800
814 N Norma St, Ridgecrest, CA 93555	Clinic	800	760	9,120	760	9,120	760	9,120
650 James St, Shafter, Ca 93263	Clinic	600	2,260	27,120	2,260	27,120	2,260	27,120
2101 7th Street, Wasco, Ca 63263	Clinic	1500	850	10,200	950	11,400	840	10,080
108 S Robinson St, Tehachapi, Ca 93561	Clinic	600	1,185	14,220	1,185	14,220	1,185	14,220
Lost Hills Road and Hwy 46, Lost Hills, CA 93249	Clinic	1000	-	-	-	-	-	-
525 Roberts Ln, Bldg B; Bakersfield, Ca 93308	Clinic	600	850	10,200	840	10,080	840	10,080
2739 Diamond St, Unit B, Rosamond, CA 93560	Clinic	800	1,725	20,700	1,725	20,700	1,725	20,700
8401 California City Blvd, Suite 8; California City, Ca 93505	Clinic	900	1,030	12,360	1,030	12,360	1,030	12,360
500 E California Ave, Bakersfield, Ca 93307	Mobile	38	-	-	-	-	-	-
6019 E Niles, Steet #3&4 , Bakersfield, Ca 93306	Clinic	1800	5,760	69,120	6,094	73,128	6,220	74,640
1001 Main Street, Delano, Ca 93215	Clinic	1300	2,410	28,920	2,410	28,920	2,410	28,920
230 S Montclair St, #103, Bakersfield, CA 93309	Clinic	990	1,472	17,664	1,472	17,664	1,522	18,264
26904 Nicholas Street, Boron, CA 93515	Clinic	25	25	300	25	300	25	300
2424 Cottonwood Road	Clinic	960	1,155	13,860	1,155	13,860	1,155	13,860
11336 Bartlett Ave #13 & 14, Adelanto, Ca 92301	Clinic	2000	3,535	42,420	3,585	43,020	3,585	43,020
41820 Garstin Dr., Big Bear Lake, Ca 92314	Clinic	600	150	1,800	150	1,800	150	1,800
24028 Lake Dr, Crestline, Ca 92325	Clinic	600	600	7,200	600	7,200	600	7,200
4600 Panama Ln, Ste 122; Bakersfield, Ca 93313	Clinic	954	1,550	18,600	1,550	18,600	1,550	18,600
244 G Street #A, Needles, Ca 92363	Clinic	800	660	7,920	675	8,100	675	8,100

Exhibit D
Special Terms and Conditions
(Rev 6/16)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
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Exhibit D Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

Exhibit D
Special Terms and Conditions

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
 - d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
 - e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
 - f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
 - g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

Exhibit D
Special Terms and Conditions

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state funds)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

Exhibit D Special Terms and Conditions

- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.
- g. **Motor Vehicles**
- (Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)
- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

Exhibit D
Special Terms and Conditions

- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

Exhibit D Special Terms and Conditions

- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

Exhibit D Special Terms and Conditions

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

Exhibit D Special Terms and Conditions

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Lab Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

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- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

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disseminated without prior written permission from the Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

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settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

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written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along

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with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement.

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Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

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- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

- 1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1>].
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<https://www.fns.usda.gov/wic/policy>].
- 4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> & <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400>].

B. The following applicable State laws and regulations:

- 1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1)].
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/>]; and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>].

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C. The following applicable CDPH/WIC Division administrative rules, policies, and procedures:

- 1) The WIC Policy and Procedure Manual (WPPM) located on the CDPH/WIC Local Agency SharePoint Site under Policy [<https://partners.cdph.ca.gov/sites/LASS/>]. All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the CDPH/WIC Division, as required by program and/or Federal directives.
- 2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor (e.g., a revision to the WPPM which may be conveyed via a WIC Information Notice and/or a WIC Director Call and its minutes).
- 3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [<https://partners.cdph.ca.gov/sites/LASS/>]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.
- 4) All documents submitted with the completed Contract Application.

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A—" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of the Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

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Additional Provisions

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability - The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) - The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) - The Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - The Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

3. Avoidance of Conflicts of Interest by the Contractor

- A. The CDPH/WIC Division intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the CDPH/WIC Division reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the CDPH/WIC Division review and prior approval. The CDPH/WIC Division's policy for conflicts of interest, with which the Contractor must comply, is specified in WPPM 150-10.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the CDPH/WIC Division is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the CDPH/WIC Division to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the CDPH/WIC Division and cannot be resolved to the satisfaction of the CDPH/WIC Division, the conflict will be grounds for terminating the contract. The CDPH/WIC Division may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

4. Civil Rights Assurance

- A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.
- B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

Exhibit E
Additional Provisions

- C. The Contractor must notify applicants and participants that:
- 1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.
 - 2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.
 - 3) Program information may be made available in languages other than English.
- D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:
- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410
 - 2) Fax: (202) 690-7442
 - 3) Email: program.intake@usda.gov
- E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.
- F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Independent Research

- A. The Contractor shall submit a request for and receive written approval from the CDPH/WIC Division prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC staff or participants. Independent Research includes research as well as the drafting or creation of articles, reports, and/or materials that are not necessary for the performance of the Agreement. Independent research is produced by the Contractor, subcontractor and/or outside entity using data from WIC that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the CDPH/WIC Division authorized management information system, regardless of the funding source.
- B. The Contractor's research request must be approved in writing by the CDPH/WIC Division and all presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

Exhibit E
Additional Provisions

- C. Paragraphs A. and B. of this provision address research studies conducted independently of the CDPH/WIC Division, and not potential research projects solicited and administered by the CDPH/WIC Division.
- D. The Contractor agrees that if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.
- E. The Contractor shall be responsible for ensuring that any independent research or collaboration comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

6. Special Projects

A. Contractor Requirements

- 1) Prior to initiating a special project, the Contractor must submit a written request for approval, as described in Provision 6.B., to the assigned Nutrition Consultant.
- 2) The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a special project unless and until the Contractor receives written approval for the special project from the CDPH/WIC Division.
- 3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately submit a written request for approval, as described in Provision 6.B. The CDPH/WIC Division reserves the right, in its sole discretion, to require the Contractor or its subcontractor(s) to cease any and all actions or activities associated with a special project if the Contractor initiated the special project prior to receiving written approval from the CDPH/WIC Division, as described within this provision.
- 4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.
- 5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

- 1) When seeking approval for a special project, the Contractor's written request must include:
 - a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and
 - b. If applicable, the associated Request for Proposals (RFP); and
 - c. If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project.

Exhibit E
Additional Provisions

- 2) The written request may also include other materials that are relevant to the special project, as determined by the Contractor.
- 3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.
- 4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [<https://partners.cdph.ca.gov/sites/LASS>].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring that any special projects, including community collaborations, comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (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-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 or 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 Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ____, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: ____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to the Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”).

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and the Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between the Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements the Contractor is obligated to follow with respect to CDPH PCI disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on behalf of CDPH, pursuant to the Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between the Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

“Breach” means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Contractor. Good faith acquisition of personal information by an employee or agent of the Contractor for the purposes of the

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Contractor is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

- B. Confidential Information: "Confidential information" means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
 2. information that does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 3. information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
 3. any information about a vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status; or
 4. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between the Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with the Contractor's system operations in an information technology system, that negatively impacts

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the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. The Contractor shall limit access to CDPH PCI to only those employees, agents, and subcontractors CDPH WIC has determined have a need to know the CDPH PCI in order to perform the Contractor's obligations under its agreement with CDPH WIC. Disclosure of CDPH PCI to any other party or individual including the Contractor's employees, agents, and subcontractors, is unauthorized.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under the Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. The Contractor shall provide CDPH with the Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of the Contractor's obligations under the Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

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- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. The Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: The Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under the Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by the Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. The Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

The Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, the Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, the Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, The Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer	CDPH OLS Contact for Third Party Information Requests
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: The Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between the Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

The Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of the Contractor to monitor

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compliance with this Exhibit. The Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between the Contractor and CDPH for any reason, the Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, the Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, the Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between the Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: The Contractor's obligations under this Exhibit shall continue until the Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between the Contractor and CDPH, the Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If the Contractor elects to destroy the CDPH PCI, the Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself and any subcontractors, workforce employees or agents assisting the Contractor in the performance of its obligations under the agreement between the Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where the Contractor or its subcontractor, workforce employee or agent is a named adverse party.

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- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If the Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of the Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between the Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, the Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** The Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 22-10236 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Community Action Partnership of Kern

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program



Helping People... Changing Lives.

COMMUNITY ACTION PARTNERSHIP OF KERN

EXECUTIVE COMMITTEE

JULY 20, 2022

FINANCIAL REPORT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/22 - 02/28/23	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/22 - 02/28/23	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/22 - 02/28/23	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/22 - 02/28/23	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/22 - 02/28/23	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/22 - 02/28/23	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	534	DONATIONS
211			NOT APPLICABLE	03/01/22 - 02/28/23	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/22 - 02/28/23	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/22 - 02/28/23	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START/HEAD START	27,829,010	93.600	09CH011132-04	03/01/22 - 02/28/23	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	7,700,832	93.600	09CH011132-04	03/01/22 - 02/28/23	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/21 - 07/31/22	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	200,693	21.009	21VITAA0297	10/01/21 - 09/30/22	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,530,496	93.569	22F - 5015	01/01/22 - 12/31/22	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,323,755 7,129,494	93.568 93.568	21B - 5012 22B - 4012	11/01/20 - 06/30/22 11/01/21 - 06/30/23	122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 03/31/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	450,000	81.042	20C-6008	07/01/20 - 06/30/22	123-60 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 8,241	93.575	CCTR - 1057 CCTR - 1057	07/01/21 - 06/30/22 07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 1057	07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 138,128	93.575	CMAP - 1000 CMAP - 1000	07/01/21 - 06/30/22 07/01/21 - 06/30/22	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.575	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,835,459	10.561	19-10324	10/01/21 - 09/30/22	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE CAPABILITY	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/ .569	15 - MOU - 00118	10/01/21 - 09/30/22	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP BUILD BACK BETTER (BBB) SUPPLEMENTAL	299,960	10.568	15 - MOU - 00118	10/01/21 - 09/30/22	105-099	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 39	50,638	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S ARPA	156,509	97.024		7/1/2022 - 3/31/2023	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	\$1,992.62 PER TRUCK LOAD	10.178		10/01/21 - 09/30/22	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN (START UP)	161,272	21.027		3/1/2022 - 6/30/2022	142-007	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN	303,106	21.027		4/1/2022 - 6/30/2022	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
	1,212,423			7/1/2022 - 6/30/2023		
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	386,389	10.565	MOU-20-6003	10/01/21 - 09/30/22	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/21 - 09/30/22 10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,001,061	10.557	19 - 10139	10/01/21 - 09/30/22	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	104,492	10.561	18 - 7012 - SUB - CAPK	10/01/21 - 09/30/22	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/21 - 06/30/22	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,852,203		N/A	07/01/21 - 06/30/22	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/21 - 06/30/22	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	22,010,862		CMAF - 1000	07/01/21 - 06/30/22	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,802,254		CCTR - 1057	07/01/21 - 06/30/22	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,577,394		CSPP - 1123	07/01/21 - 06/30/22	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	273,427		CMIG - 1004	07/01/21 - 06/30/22	250	STATE OF CALIFORNIA, DEPT OF EDUCATION

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
MIGRANT SPECIALIZED SERVICES	40,079		CMSS - 1004	07/01/21 - 06/30/22	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	348,000		19T - 9011	10/01/19 - 06/30/22	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,227,141		N/A	07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/21 - 06/30/22	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	552,772		509-2019	07/01/21 - 06/30/22	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,108,229		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE
CITY OF BAKERSFIELD HOMELESS HOUSING ASSISTANCE AND PREVENTION	42,000		2020-213	10/01/20 - 09/30/22	278	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, CITY OF BAKERSFIELD
FOOD BANK CAPACITY PROGRAM	537,628		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
FOOD BANK CAPACITY PROGRAM - FOOD BANK EXPANSION	4,859,606		SGRT-22-0012	07/01/21 - 06/30/26	215-100	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/21 - 06/30/22	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/21 - 06/30/22	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/21 - 06/30/22	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	230,726		N/A	07/01/21 - 06/30/22	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FIRST 5 KERN - HELPLINE 211	87,948		2020.2.05	07/01/21 - 06/30/22	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	142,167		2020.2.06	07/01/21 - 06/30/22	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	163,032		2020.1.06	07/01/21 - 06/30/22	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	154,174		2020.2.18	07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS. SIERRA FOUNDATION
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/21 - 06/30/22	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/21 - 06/30/22	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
SHAFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
211 KINGS COUNTY	22,868		N/A	07/01/21 - 06/30/22	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/21 - 06/30/22	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/21 - 06/30/22	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	92,130 96,737		N/A	12/28/21 - 12/31/22 01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/21 - 11/30/22	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST

A6

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
451	SCVF Migrant Childcare Alternative Payment	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	<u>Food Bank</u>		X				
105	Emergency Food Assistance		X				
111	USDA Commodities		X				
114	Emergency Food & Shelter		X				
135	County of Kern CARES Food Delivery Program		X				
147	Commodity Supplemental Food Program		X				
175-032	CSBG Discretionary - Ridgecrest		X				
215	Food Bank Capacity Project		X				
216-000	Food Bank Tax Check-Off		X				
216-087	State Emergency Food Assistance		X				
413	Resnick Foundation		X				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>Small Business Development</u>						
456	Bank of the West				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
155	Americorps				X		
242	Youth Authority				X		
246	Realignment for Success				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
335	Gang Prevention				X		
444	Starbucks Foundation				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Census</u>						
273	County of Kern 2020 Census				X		
408	Sierra Foundation 2020 Census				X		
409	NALEO Education Foundation 2020 Census				X		
	<u>Homeless Services</u>						
275	County of Kern LBNC				X		
275-007	County of Kern LBNC - Start-up				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
164-005	Cal Fresh (SSI)				X		
186	2-1-1 Hospital Preparedness Program				X		
272	United Way - CESH				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
429	Southern CA Gas CRM Development Program				X		
430	Goodwill Industries - CA COVID-19 Call Ctr				X		
431	United Way - COVID-19 Comm Resp & Relief				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
 FISCAL YEAR 2022/23

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/22	n/a				
04/30/22	n/a				
05/31/22	n/a				
06/30/22	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 for \$1.5 million during January , February, July, August 2021 and will increase to \$350,000 during March - June 2021, Sept - Dec 2021. This agreement will terminate on January 15, 2022.
 A varied amount decrease to better manage the cash flow need during peak months.

Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.

LINE OF CREDIT COMMITMENT FEE (Based on the daily unused amount of the line of credit calculated quarterly)

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/21 - 3/31/22	90 days	\$ 406.25	0.25%
04/01/22 - 6/30/22	90 days	\$ 221.16	0.25%
07/01/22 - 9/30/22	90 days		0.25%
10/01/22 - 12/31/22	90 days		0.25%

Note 3: The interest expense and commitment fee are automatically deducted from CAPK's operating bank account at Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF JUNE 30, 2022	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(149,082.03)
HEAD START/EARLY HEAD START	486,534.98
SUBTOTAL	337,452.95
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	(180,785.62)
MIGRANT A/P	3,048,700.59
MIGRANT CHILD CARE	43,315.54
MIGRANT SPECIALIZED SERVICES	(44,262.41)
SAN JOAQUIN COE GENERAL CHILD CARE	14,168.34
STATE PRESCHOOL	1,654,737.75
SUBTOTAL	4,540,531.89
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	1,728.00
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(63,350.12)
EF&S	103,573.50
EFAP	(127,298.24)
FEEDING AMERICA SENIOR HUNGER	(7,977.59)
FOOD BANK	(595,735.38)
FOOD BANK EXPANSION	(279,470.84)
FOOD BANK CAPACITY PROGRAM	103,537.54
FOOD BANK - STATE	143,539.79
KAISER	1,739.36
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	1,377,556.28
WONDERFUL FOUNDATION	46,995.92
SUBTOTAL	723,289.53
ENERGY	(213,128.24)
DOE WAP	(18,584.37)
LIHEAP	(876,391.28)
LIWHAP	(2,441.04)
PG&E	(15,720.99)
DAP (Disgorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	1,126,265.79
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	156,687.47
211 HOSPITAL PREPAREDNESS PROGRAM	0.00
AMERICORPS - CALIFORNIA VOLUNTEERS	0.00
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(6,025.78)
CAL FRESH	(12,337.93)
CALEITC	(207,955.46)
CAPK FOUNDATION	(167,084.78)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	0.00
COST POOLS	(7,766.61)
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,125.98
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(8,048.00)
CSBG	(13,062.21)
CSBG CARES ACT	(17,321.38)
CSBG DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(38,088.55)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,182,749.88
EAST KERN FAMILY RESOURCE CENTER	26,125.57
ESG CARES ACT HOMELESS SERVICES	(564,661.91)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(11,173.90)
ESG COORDINATED ENTRY SERVICE - COVID19	(24,928.32)
ASTHO VACCINE EQUITY	204,700.00
FIRST 5 KERN 211	(16,755.41)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(35,168.73)
FIRST 5 HELP ME GROW	(26,067.17)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(43,753.76)
FRIENDSHIP HOUSE	9,214.68
FUNDRAISING	275,059.44
GAAP FUND	0.00
GENERAL FUND	(94,763.56)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(467.97)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(385,011.16)
HOUSING FOR THE HARVEST STATE	(1,809.22)
HUD-COORDINATED ENTRY SYSTEM	(40,454.67)
COUNTY OF KERN - 211	(745.50)
INDIRECT FUND	(101,369.52)
IRS - VITA	(23,254.27)
TAX ASSISTANCE	60,999.58
M ST NAVIGATION CENTER	19,984.57
NEOPB CAL FRESH HEALTHY LIVING	(206,421.71)
POSITIVE YOUTH DEV SVC	(10,771.23)
POSITIVE YOUTH M	(59,088.56)
SHAFTER YOUTH CENTER	46,875.16
OASIS FAMILY RESOURCE CENTER	21,957.79
SIERRA FOUNDATION - ASTHMA MITIGATION	43,403.74
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	0.00
SO CA EDISON - 211 CUSTOMER RELATIONS	0.00
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	0.00
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	0.00
WELLS FARGO FOUNDATION	46,981.80
WIC	(536,383.35)
LESS: ENERGY NEGATIVE BALANCE	(1,126,265.79)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	1,440,889.50
TOTAL OPERATING CASH	7,044,163.87

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.
2. Head Start Accrued Vacation: This is an interest bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.
3. CSD Advances Account: This is an interest bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.
4. On-Line Donations Account: This is an interest bearing restricted bank account that is designated for internet donations to CAPK. The deposits are subsequently transferred to the Operating Account.
5. Child Development Reserve #1: This is an interest bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Child Care (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.
6. Child Development Reserve #2: This is an interest bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

Note: All CAPK bank accounts are with Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR THE MONTH ENDED
June 30, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	06/30/22		6,614,698.81
LESS: OUTSTANDING CHECKS		895,850.43	
ADJUSTED BANK BALANCE AT	06/30/22		5,718,848.38
GENERAL LEDGER BALANCE AT	05/31/22		8,336,395.86
ADD: DEPOSITS		3,073,003.35	
US TREAS DRAWDOWNS		2,816,283.71	
FUNDS FROM OTHER GRANTS		1,130,124.69	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
ADP /HEALTH EQUITY REFUND		50,786.61	
REIMBURSEMENT OF ALTERED PAYEE		26,738.80	
		-	
		-	
		-	
LESS: CHECKS		3,496,611.23	
ADP PAYROLL 6/03/22		1,511,665.14	
ADP PAYROLL 6/17/22		1,234,745.48	
ADP PAYROLL 7/01/22		1,284,977.51	
EFTS FOR HRA/HSA/ STD/403B		301,305.05	
REC LOAN PRINCIPAL/INT EXPENSES		30,835.99	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		40,487.78	
BANK FEES		1,975.08	
ACH VOUCHERS		1,811,881.38	
GENERAL LEDGER BALANCE AT	06/30/22		5,718,848.38

DIFFERENCE: -

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 07/11/2022
APPROVED BY: *Nancy Webster* TITLE: Chief Financial Officer DATE: Jul 11, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #1
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

WELLS FARGO BANK, N.A.
 P. O. BOX 63020
 SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: 06/30/22 11.97

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 06/30/22 11.97

BALANCE PER G/L 05/31/22 11.97

ADD: DEPOSITS 0.00

INTEREST 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 06/30/22 11.97

DIFFERENCE: (0.00)

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 07/06/22

APPROVED BY: Tracy Webster

TITLE: Chief Financial Officer

DATE: Jul 6, 2022

Naomi Herra

Jul 6, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #2
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: 06/30/22 35,043.97

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 06/30/22 35,043.97

BALANCE PER G/L 05/31/22 35,037.34

ADD: DEPOSITS 0.00

INTEREST 6.63

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 06/30/22 35,043.97

DIFFERENCE: 0.00

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 07/06/22

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Jul 7, 2022

Naomi Abana

Jul 7, 2022

**COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT****

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 06/30/22 535,905.57

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 06/30/22 535,905.57

BALANCE PER G/L 05/31/22 535,804.27

ADD: DEPOSITS 0.00

INTEREST 101.30

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

WIRE TRANSFER 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 06/30/22 535,905.57

* December 2009 name changed from Food Bank to DOE ARRA. DIFFERENCE: 0.00

** January 2018 name changed from DOE ARRA to CSD Advances.

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 07/06/22

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Jul 6, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
ON-LINE DONATIONS ACCOUNT
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

WELLS FARGO BANK, N.A.
 P. O. BOX 63021
 SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	06/30/22	100,112.00
DEPOSITS IN TRANSIT	0.00	
OUTSTANDING CHECKS	0.00	
OTHER	0.00	
ADJUSTED BANK BALANCE	06/30/22	100,112.00

BALANCE PER GENERAL LEDGER	05/31/22	98,484.31
ADD: DEPOSITS (Credit Card Donations & Shared Fee)	0.00	
ONLINE DONATIONS	1,686.65	
PAYPAL DEPOSIT	0.00	
INTEREST	18.77	
LESS: APPLIED MERCHANT DEBITS	0.00	
CLIENT ANALYSIS SERVICE CHARGE	60.28	
BANKCARD FEES	17.45	
CASH CONCENTRATION FEE	0.00	
FUND TRANSFER TO GENERAL FUND	0.00	
	0.00	
BALANCE PER GENERAL LEDGER:	06/30/22	100,112.00

* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.

** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.

*** January 2018 name changed from HOPE Program Account to On-line Donations Account.

Difference: 0.00

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 07/06/22

APPROVED BY: *Nancy Webster*

TITLE: Chief Financial Officer

DATE: Jul 6, 2022

Naomi Abarra

Jul 6, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN
HEADSTART ACCRUED VACATION*
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING: 06/30/22 994,153.31

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 06/30/22 994,153.31

BALANCE PER G/L 05/31/22 993,965.39

ADD: DEPOSITS 0.00

INTEREST 187.92

ROUNDING ERROR 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

BALANCE PER G/L 06/30/22 994,153.31

DIFFERENCE: 0.00

* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 07/06/22

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Jul 6, 2022



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
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Transaction Count: 0
Total: 0.00

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Emilio Wagner			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7041			Currency	US Dollar		
Reporting Period	6/1/2022 - 6/30/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 6/14/2022	6/15/2022	Vosker Elite-Monthly				20.00	
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion							
2 6/14/2022	6/15/2022					0.20	
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion							
3 6/14/2022	6/15/2022					0.20	
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion							
4 6/14/2022	6/15/2022	Vosker Elite-Monthly				20.00	
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion							
5 6/14/2022	6/16/2022	Waldorf				380.07	
Lodging for Laurie Sproule Sep 6-9, 2022 1st night to attend The Workers Compensation & Risk Conference							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/19/2022	6/20/2022	Microsoft#g011887206				515.06
		Microsoft#g009792710- Microsoft Azure - Software Support HS				
7 6/20/2022	6/21/2022	Mindbody				445.40
		MindBody - Premier Basic monthly charge and subscription fee				
						Transaction Count: 7
						Total: 1,380.93

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Freddy Hernandez			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-8850			Currency	US Dollar		
Reporting Period	6/1/2022 - 6/30/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 6/2/2022	6/6/2022	Tst* Saltys Bbq & Cateri				439.19	
		Lunch provided for Energy Meeting.					
2 6/3/2022	6/6/2022	Epa				300.00	
		Certification needed for Energy program.					
3 6/7/2022	6/9/2022	Classic Charter				2,078.00	
		Transportation for Shafter Youth Center.					
4 6/8/2022	6/10/2022	Harbor Breeze				160.00	
		Harbor Tour field trip for Youth Center.					
5 6/9/2022	6/10/2022	Dollar Tree, Inc.				42.47	
		Bins purchased for Oasis FRC.					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/10/2022	6/13/2022	Simpletexting.Com				4,000.00
One time fee for a text messaging campaign which aligns with grant obligations.						
7 6/13/2022	6/14/2022	Lowes #01708				-299.64
Credit for chair rack that was purchased due to maintenance being able to provide one.						
8 6/13/2022	6/15/2022	Classic Charter				1,799.00
Transportation for Shafter Youth Center.						
9 6/13/2022	6/15/2022	United				-109.00
Credit from United for duplicate charge.						
10 6/13/2022	6/15/2022	United				-27.00
Credit from United for duplicate charge.						
11 6/14/2022	6/16/2022	United				-1,480.21
Credit from United for duplicate charge.						
12 6/22/2022	6/23/2022	Usps Po 0504720502				464.00
Flags Coils purchased for East Kern Family Resource Center.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 6/25/2022	6/27/2022	Canva* I03462-19290017				12.95
Software for VITA.						

Transaction Count: 13

Total: 7,379.76

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Jeremy Tobias			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7066			Currency	US Dollar		
Reporting Period	6/1/2022 - 6/30/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 6/2/2022	6/3/2022	Chevron 0211598				75.00	
		Gasoline for CEO's Agency Vehicle					
2 6/17/2022	6/20/2022	Eb 31st Annual Commun				275.43	
		Registration Fee for 3 to attend the 31st Annual Community Professional Development Conference. (Y. Ochoa, J. Garcia, M. Jara Rangel). A replacement for M. Jara Rangel will use her ticket.					
3 6/18/2022	6/20/2022	Exxonmobil 97224224				96.69	
		Gasoline for CEO's Agency Vehicle.					
4 6/24/2022	6/27/2022	Hotelbookingholidayin8007				164.09	
		Hotel Fee for Yolanda Ochoa. Attended Beautiful Bakersfield Awards Gala on 6/25/22.					
5 6/24/2022	6/27/2022	Hotelbooking				14.99	
		Service Fee charged for booking hotel room for Board Member Yolanda Ochoa. Attended Beautiful Bakersfield Awards Gala Event on 6/25/22. (Fee is included on hotel receipt).					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/27/2022	6/29/2022	Exxonmobil 97224224				101.39
Gasoline for CEO's Agency Vehicle.						
7 6/27/2022	6/29/2022	Kern Comm College Dist				5.00
Parking Fee for CEO Jeremy Tobias to attend CERF Press Conference on 6/27/22.						
8 6/28/2022	6/28/2022	Avas Flowers				103.83
Get Well plant for Board Member Jim Childress						
						Transaction Count: 8
						Total: 836.42

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 5/24/2022	6/7/2022	Dispute-Homedepot.Com				-63.80
		Credit Voucher Dispute-Homedepot.Com				
2 5/24/2022	6/7/2022	Dispute-Homedepot.Com				-63.14
		Credit Voucher Dispute-Homedepot.Com				
3 6/28/2022	6/29/2022	Paypal				29.00
		Purchase Paypal				

Transaction Count: 3
Total: -97.94

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/10/2022	6/13/2022	Biometrics4all Inc				17.25
Relay Fees for running New Hire Fingerprints Invoice Period 5/01/2022-5/31/2022 Invoice Date 6/01/2022						

Transaction Count: 1
Total: 17.25

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Pritika Ram			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7074			Currency	US Dollar		
Reporting Period	6/1/2022 - 6/30/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 6/2/2022	6/3/2022						1.92
No Receipt - Unknown Charge							
2 6/2/2022	6/3/2022	Qr-Code-Generator.Com				191.88	
Annual Fee for QR Code Generator PRO (Advanced Plan). Executive Outreach Staff to utilize this software.							
3 6/5/2022	6/6/2022	Stk*shutterstock				199.00	
Annual Music Subscription Fee, Standard License with 10 Downloads Per Month.							
4 6/9/2022	6/13/2022	Mama Toscas Italian				377.01	
Friendship House Community Center Ad-Hoc Committee Lunch Meeting on 6/9/22. Meeting Agenda and names of attendees is attached to the receipt.							
5 6/15/2022	6/16/2022	Eb 31st Annual Commun				91.81	
Executive/Admin Division Lunch Meeting on June 16, 2022. Agenda and attendee names are attached to receipt.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/15/2022	6/16/2022	Kern Community Foundat				100.00
Kern Community Foundation (KAN) Annual Membership Fee paid with agency credit card						
7 6/17/2022	6/20/2022	Eb 31st Annual Commun				91.81
Registration fee for United Way Conference on 7/21/22. Attendee is C. Thompson.						
8 6/17/2022	6/20/2022	The Blvd				160.34
Executive/Admin Division Lunch Meeting on 6/16/22. Agenda and names of attendees is attached to receipt.						
9 6/20/2022	6/21/2022	Facebk *9r6gcfbfm2				4.16
Facebook Ad for Inaugural Resource Fair & Food Distribution on 5/21/22. Ad ran from 5/20/22 to 5/21/22						
10 6/23/2022	6/27/2022	American Air				193.00
One-Way ticket purchased for Karen Vazquez to return from New York to Bakersfield (NCAP Conv.). This replaces ticket to LAX and the \$165.60 was applied to this ticket to adjust the cost to \$193.00						
11 6/30/2022	6/30/2022	Stk*shutterstock				29.00
Purchase Stk*shutterstock						

Transaction Count: 11
Total: 1,439.93

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Pritika Ram			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7074			Currency	US Dollar		
Reporting Period	6/1/2022 - 6/30/2022						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 6/2/2022	6/3/2022						1.92
No Receipt - Unknown Charge							
2 6/2/2022	6/3/2022	Qr-Code-Generator.Com				191.88	
Annual Fee for QR Code Generator PRO (Advanced Plan). Executive Outreach Staff to utilize this software.							
3 6/5/2022	6/6/2022	Stk*shutterstock				199.00	
Annual Music Subscription Fee, Standard License with 10 Downloads Per Month.							
4 6/9/2022	6/13/2022	Mama Toscas Italian				377.01	
Friendship House Community Center Ad-Hoc Committee Lunch Meeting on 6/9/22. Meeting Agenda and names of attendees is attached to the receipt.							
5 6/15/2022	6/16/2022	Eb 31st Annual Commun				91.81	
Executive/Admin Division Lunch Meeting on June 16, 2022. Agenda and attendee names are attached to receipt.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/15/2022	6/16/2022	Kern Community Foundat				100.00
		Kern Community Foundation (KAN) Annual Membership Fee paid with agency credit card				
7 6/17/2022	6/20/2022	Eb 31st Annual Commun				91.81
		Registration fee for United Way Conference on 7/21/22. Attendee is C. Thompson.				
8 6/17/2022	6/20/2022	The Blvd				160.34
		Executive/Admin Division Lunch Meeting on 6/16/22. Agenda and names of attendees is attached to receipt.				
9 6/20/2022	6/21/2022	Facebk *9r6gcfbfm2				4.16
		Facebook Ad for Inaugural Resource Fair & Food Distribution on 5/21/22. Ad ran from 5/20/22 to 5/21/22				
10 6/23/2022	6/27/2022	American Air				193.00
		One-Way ticket purchased for Karen Vazquez to return from New York to Bakersfield (NCAP Conv.). This replaces ticket to LAX and the \$165.60 was applied to this ticket to adjust the cost to \$193.00				
11 6/30/2022	6/30/2022	Stk*shutterstock				29.00
		Purchase Stk*shutterstock				

Transaction Count: 11
Total: 1,439.93

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/6/2022	6/8/2022	The Home Depot #1060				116.82
		Safe camping supplies.				
2 6/22/2022	6/24/2022	Hilton Internationals				274.73
		Hotel deposit for Laurie Hughey to attend the NAEH Conference in Washington, DC.				

Transaction Count: 2
Total: 391.55

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name		Susana Magana		Company	Community Action Partnership O		
Account #		XXXX-XXXX-XXXX-6693		Currency	US Dollar		
Reporting Period		6/1/2022 - 6/30/2022					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 6/1/2022	6/3/2022	Office Depot #952				90.89	
		Boxes needed urgently for office space move.					
2 6/6/2022	6/7/2022	Target.Com				45.05	
		Special diet supplements purchased for Central Kitchen.					
3 6/8/2022	6/8/2022	Abbottstore				137.97	
		Special diet supplements purchased for Central Kitchen.					
4 6/13/2022	6/14/2022	Target 00025247				74.06	
		Baby formula.					
5 6/13/2022	6/14/2022	Target 00025247				73.96	
		Baby formula.					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/13/2022	6/14/2022	Target 00025247				74.06
Baby formula.						
7 6/21/2022	6/22/2022	Walmart.Com Aa				21.59
Cookware purchased for Central Kitchen.						
						Transaction Count: 7
						Total: 517.58

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Traco Matthews			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-3726			Currency	US Dollar		
Reporting Period	6/1/2022 - 6/30/2022						
Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1 6/1/2022	6/2/2022	Hodels Restaurant					459.06
		HMG team meeting at Hodel's June 14th.					
2 6/4/2022	6/6/2022	Amzn Mktp Us					76.84
		Supplies purchased for Outreach.					
3 6/4/2022	6/6/2022	Amzn Mktp Us					189.40
		Supplies purchased for Outreach.					
4 6/4/2022	6/6/2022	Amzn Mktp Us					71.37
		Supplies purchased for Outreach.					
5 6/4/2022	6/6/2022	Amzn Mktp Us					76.84
		Supplies purchased for Outreach.					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/4/2022	6/6/2022	Amazon.Com*1x8f112x2 Amzn				104.99
Supplies purchased for Outreach.						
7 6/4/2022	6/6/2022	Amzn Mktp Us				48.05
Supplies purchased for 2-1-1.						
8 6/5/2022	6/6/2022	Amzn Mktp Us				14.09
Supplies purchased for Outreach.						
9 6/5/2022	6/6/2022	Amzn Mktp Us				13.53
Office supplies purchased for 2-1-1.						
10 6/6/2022	6/6/2022	Amzn Mktp Us				421.09
Printer purchased for 2-1-1.						
11 6/6/2022	6/7/2022	Zero To Three				594.00
Registration for Virginia Turner to attend the virtual Zero to Three training.						
12 6/6/2022	6/7/2022	Zero To Three				594.00
Registration for Jasmine Galindo to attend the virtual Zero to Three training.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 6/6/2022	6/7/2022	Zero To Three				594.00
Registration for Lorena Hernandez-Vidales to attend the virtual Zero to Three training.						
14 6/7/2022	6/8/2022	Amzn Mktp Us				106.70
Supplies purchased for Outreach.						
15 6/8/2022	6/9/2022	Amzn Mktp Us				17.28
Items purchased for Outreach.						
16 6/8/2022	6/9/2022	Amzn Mktp Us				138.23
Supplies purchased for 2-1-1.						
17 6/10/2022	6/13/2022	Amzn Mktp Us				-0.82
Shipping refund for item shipping late.						
18 6/10/2022	6/13/2022	Amzn Mktp Us				-0.51
Shipping refund for item shipping late.						
19 6/10/2022	6/13/2022	Amzn Mktp Us				-5.15
Shipping refund for item shipping late.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
20 6/16/2022	6/17/2022	Eb 31st Annual Commun				275.43
Tickets purchased for Vanessa Nevarez and Freddy Hernandez to attend the United Way Annual Conference.						
21 6/16/2022	6/17/2022	Eb 31st Annual Commun				-91.81
Credit for Traco Matthews' ticket for the United Way annual conference.						
22 6/27/2022	6/29/2022	Swissotel Chicago Htl				934.52
Hotel for Traco to attend the CAPLAW National Training conference in Chicago.						
						Transaction Count: 22
						Total: 4,631.13

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
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Transaction Count: 0
Total: 0.00

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED June 1, 2022 - June 30, 2022

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	1,204.28
Freddy Hernandez	Director of Youth and Community Services	7,379.76
Traco Matthews	Chief Program Officer	4,631.13
Lisa McGranahan	Director of Human Resources	17.25
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	(97.94)
Pritika Ram	Director of Administration	1,439.93
Jeremy Tobias	Chief Executive Officer	836.42
Emilio Wagner	Director of Operations	1,380.93
Tracy Webster	Chief Financial Officer	-
Rebecca Moreno	Director of Community Development	391.55
Susana Magana	Director of Nutrition Services	517.58
	Total	\$ 17,700.89



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Yolanda Gonzales			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7009			Currency	US Dollar		
Reporting Period	6/1/2022 - 6/30/2022						
Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1 6/2/2022	6/2/2022	Panera Bread #601790 O					166.41
Purchase Panera Bread #601790 O							
2 6/8/2022	6/9/2022	Nyny - Adv Dep					66.89
Purchase Nyny - Adv Dep							
3 6/8/2022	6/9/2022	Nyny - Adv Dep					66.89
Purchase Nyny - Adv Dep							
4 6/8/2022	6/9/2022	Nyny - Adv Dep					66.89
Purchase Nyny - Adv Dep							
5 6/8/2022	6/9/2022	Nyny - Adv Dep					66.89
Purchase Nyny - Adv Dep							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/8/2022	6/9/2022	Nyny - Adv Dep				66.89
		Purchase Nyny - Adv Dep				
7 6/8/2022	6/9/2022	Nyny - Adv Dep				66.89
		Purchase Nyny - Adv Dep				
8 6/8/2022	6/9/2022	Nyny - Adv Dep				66.89
		Purchase Nyny - Adv Dep				
9 6/29/2022	6/30/2022	Flockler Subscription				564.00
		Purchase Flockler Subscription				
10 6/29/2022	6/30/2022					5.64
		Other Debits Currency Conversion Fee				

Transaction Count: 10
Total: 1,204.28

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____

**COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (4 OF 12 MONTHS OR 33.33%)**

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	335,404	15.4%	1,848,255
Head Start Subsidy	<u>377,301</u>	<u>402,768</u>	106.7%	<u>(25,467)</u>
Total Revenue	<u>2,560,960</u>	<u>738,172</u>	28.8%	<u>1,822,788</u>
Expenditures (Note B)				
Salaries	724,671	202,672	28.0%	521,999
Benefits	200,399	64,175	32.0%	136,224
Vehicle Gasoline, Repair/Maintenance	27,000	23,152	85.7%	3,848
Space Costs	121,700	22,805	18.7%	98,895
Supplies - Office & Food Service	92,500	43,347	46.9%	49,153
Consultant Services	-	3,500	Not budgeted	(3,500)
Equipment Repair/Maintenance & Lease	35,300	3,085	8.7%	32,216
Communication	14,000	5,700	40.7%	8,300
Risk Insurance	12,700	4,787	37.7%	7,913
Printing	1,000	52	5.2%	948
Hiring & Employee Costs	100	170	169.8%	(70)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	<u>1,015,580</u>	<u>294,336</u>	29.0%	<u>721,244</u>
Sub Total	2,245,450	667,779	29.7%	1,577,671
Adult Meals Prepared	128,794	37,451	29.1%	91,343
Indirect	<u>186,716</u>	<u>32,942</u>	17.6%	<u>153,774</u>
Total Expenditures	<u>2,560,960</u>	<u>738,172</u>	28.8%	<u>1,822,788</u>

	Prior Period	JUNE 2022	Cumulative
Total Meals Prepared and Vended (Note C)	199,917	31,644	231,561
Total Meals Claimed	<u>119,983</u>	<u>18,288</u>	<u>138,271</u>
Difference	79,934	13,356	93,290

Percentage Claimed to Prepared/Vended		57.8%	59.7%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (11 OF 12 MONTHS = 91.7%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,139,276		\$ 10,655,324		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,139,276	\$ -	\$ 10,655,324	84.68%	
Maximum Reimbursable Amount (MRA) for Provider Payments													22,736,992		46.86%
<u>Administration & Support Services Revenue</u>															
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,139,276	\$ -	\$ 10,655,324		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 21.2121%		
Revenue Earned	\$ 121,147	\$ 160,069	\$ 171,224	\$ 171,172	\$ 182,751	\$ 310,839	\$ 261,043	\$ 277,030	\$ 288,322	\$ 303,148	\$ 302,846	\$ -	\$ 2,549,592		
Program Administration/Support Services Costs	80,960	78,427	77,608	76,768	80,969	104,121	79,406	150,416	22,022	93,114	94,966	-	938,776	7.46%	
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,551	93,430	156,129	105,321	118,093	109,501	122,179	122,129	-	1,138,514	7.86%	
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)		
Total Operating Costs	\$ 135,292	\$ 160,909	\$ 164,975	\$ 164,319	\$ 24,399	\$ 260,250	\$ 184,727	\$ 268,509	\$ 131,523	\$ 215,293	\$ 217,094	\$ -	\$ 1,927,291	15.32%	
Revenue Earned Over/(Under) Costs	\$ (14,145)	\$ (840)	\$ 6,249	\$ 6,853	\$ 158,352	\$ 50,589	\$ 76,316	\$ 8,522	\$ 156,799	\$ 87,855	\$ 85,751	\$ -	\$ 622,301		
TOTAL COSTS - NET OF FAMILY FEES	\$ 706,415	\$ 915,522	\$ 972,176	\$ 971,272	\$ 885,942	\$ 1,725,634	\$ 1,166,746	\$ 1,310,670	\$ 1,216,164	\$ 1,355,705	\$ 1,356,370	\$ -	\$ 12,582,615	100.00%	

Note 1: Administration and Support Services revenue is earned based on the amount of provider payments incurred. Example:

Provider payments	10,655,324
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	<u>2,260,218</u>

Note 2: The maximum reimbursable amount per the 2021/22 State contract is as follows:

Provider Payments	22,736,992	82.50%
Administration	4,133,998	15.00%
Support Services	<u>689,000</u>	<u>2.50%</u>
Maximum Reimbursable Amount (MRA)	<u>27,559,990</u>	<u>100.00%</u>

Note 3: Increase to contract was received December 2021. Unused contract amount will be rolled into FY 2022-23. Administrative rate was also changed in January.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (12 OF 12 MONTHS = 100.0%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	4,482	4,818	4,932	4,992	4,693	5,360	4,721	4,416	5,818	5,555	5,768	5,520	61,074	
Reimbursement Rate per Child per Day	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	X \$51.55	
Revenue Earned	\$ 231,039	\$ 248,345	\$ 254,265	\$ 257,347	\$ 241,937	\$ 265,511	\$ 233,892	\$ 218,788	\$ 288,209	\$ 275,173	\$ 285,724	\$ 273,453	\$ 3,073,682	86.95%
Maximum Reimbursable Amount (MRA)													\$3,535,022	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%	98.33%	98.49%	98.51%	98.45%	97.97%	98.36%	98.96%	98.47%		98.56%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,937	2,997	4,507	5,811	5,515	6,143	6,970	6,699	9,032	7,786	7,855	4,581	70,833	
Reimbursement Rate per Child per Day	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	<u>X \$1.87</u>	
Revenue Earned	\$ 152,344	\$ 155,435	\$ 233,776	\$ 301,418	\$ 286,057	\$ 306,239	\$ 347,438	\$ 333,970	\$ 450,232	\$ 388,111	\$ 391,594	\$ 228,376	\$ 3,574,990	78.10%
Maximum Reimbursable Amount (MRA)													\$4,577,394	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%	98.76%	97.71%	98.58%	98.78%	98.20%	96.78%	98.07%	96.29%		98.12%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	93	84	96	87	62	121	111	110	158	211	238	201	1,571	
Reimbursement Rate per Child per Day	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	X \$51.55	
Revenue Earned	\$ 4,807	\$ 4,307	\$ 4,927	\$ 4,480	\$ 3,196	\$ 6,212	\$ 5,913	\$ 5,894	\$ 8,137	\$ 10,446	\$ 11,796	\$ 9,942	\$ 80,057	30.48%
Maximum Reimbursable Amount (MRA)													\$262,661	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%	98.21%	95.96%	100.00%	100.00%	98.55%	98.94%	99.52%	100.00%		99.20%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/21 - 6/30/22 (12 OF 12 MONTHS = 100.0%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	1,751	1,856	1,817	1,870	1,537	1,498	1,156	972	1,439	1,431	1,469	1,219	18,013	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 80,580	\$ 85,430	\$ 83,641	\$ 86,058	\$ 70,726	\$ 68,950	\$ 53,193	\$ 44,725	\$ 66,236	\$ 65,859	\$ 67,613	\$ 56,131	\$ 829,142	29.07%
Maximum Reimbursable Amount (MRA)													\$2,852,203	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.60%	99.91%	100.00%	98.73%	99.67%	98.22%	97.74%	98.91%	96.29%	97.91%	99.25%	98.06%		98.77%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%

1

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 Cooperative Agreement with the San Joaquin County Office of Education

Division/CFO: Tracy Webster, CFO
Program/Work Unit: Not Applicable

Month/Year: June-2022
Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	June-2022		Year to Date 03/1/22 -06/30/22	
Description	Number	Amount		Amount
Bank Deposits	19	3,073,003	70	13,727,469
Wire Deposits	10	945,622	49	6,217,835
Head Start/IRS Drawdowns	5	2,341,151	20	13,618,125
Vendor Checks Issued	1286	5,230,305	3,990	22,734,522
Payroll Disbursed		2,746,411		11,589,996
Grant Reports Prepared	36		145	
ASTHO Vaccine Equity				
CalFresh Outreach				
CalFresh SSI				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern - 211				
County of Kern CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CSBG Cares				
CSBG 2022				
DAP				
DOE 2020				
Differential Response				
ESG CARES Act Homeless				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
Housing for the Harvest				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
WIC				

Total Division Staffing 21 positions + 1 Vacancy

CFO	Accounting Technician (4)
Director of Finance	Accounting Specialist
Finance Administrator	AP Supervisor (1)
Payroll/HRIS Manager	Fiscal Technician (2)
Accounting Administrator	Payroll Specialists (3)
Accounting Administrator - Energy	Position Control Specialist (1)
Accountant (2)	Administrative Assistant to CFO
Accountant II (2)	

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2022

ASSETS

Cash in Bank	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	3,355,138
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	949,184
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>

Total Assets 31,237,578

LIABILITIES AND NET ASSETS

Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	<u>1,830,896</u>

Total Liabilities 16,180,810

Total Net Assets 15,056,768

Total Liabilities and Net Assets 31,237,578

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022

REVENUE

Grant Revenue	79,278,672
Donations	30,565,672
Other Revenue	679,375
In-Kind	<u>91,725</u>

Total Revenue 110,615,445

EXPENDITURES

Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,098,386
Capital Expenditures	(236,641)
Indirect	6,862,436
In-Kind	<u>91,725</u>

Total Expenditures 110,435,380

Net Change in Assets 180,065

Net Assets, beginning 14,876,703

Net Assets, ending 15,056,768

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF JUNE 30, 2022

ASSETS

Cash in Bank	7,719,288
Cash - Vacation Reserve	994,153
Petty Cash	-
Accounts Receivable	(0)
Travel Advance	18,479
Prepaid Expense	898,604
Inventory	959,529
Net Fixed Assets - Unrestricted	905,392
Net Fixed Assets - Restricted	<u>16,723,660</u>

Total Assets 28,219,105

LIABILITIES AND NET ASSETS

Accounts Payable	1,793,805
Accrued Expenses	332,682
Accrued Vacation	1,007,684
Line of Credit	-
Note Payable	972,633
Advance Payable	2,038,048
Deferred Revenue	<u>7,246,561</u>

Total Liabilities 13,391,413

Total Net Assets 14,827,692

Total Liabilities and Net Assets 28,219,105

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO JUNE 30, 2022

REVENUE

Grant Revenue	26,227,443
Donations	167,891
Other Revenue	2,330,607
In-Kind	<u>2,935,947</u>

Total Revenue 31,661,887

EXPENDITURES

Salaries	10,039,503
Benefits	3,068,902
Travel	174,192
Space Costs	5,287,617
Supplies	958,198
Consultant/Contract Services	1,454,830
Other Costs	1,265,877
Program Costs	3,948,996
Capital Expenditures	714,209
Indirect	2,042,692
In-Kind	<u>2,935,947</u>

Total Expenditures 31,890,963

Net Change in Assets (229,075)

Net Assets, beginning 15,056,768

Net Assets, ending 14,827,692

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	9,397,700	29,180,542	24%
BENEFITS	11,160,531	2,837,262	8,323,269	25%
TRAVEL	721,930	159,038	562,892	22%
SPACE COST	23,506,027	4,948,098	18,557,929	21%
SUPPLIES	3,253,861	894,843	2,359,018	28%
EQUIPMENT	831,379	969,915	(138,536)	117%
CONSULTANT/CONTRACT SERVICES	3,798,580	1,148,921	2,649,659	30%
OTHER COSTS	3,449,253	1,068,630	2,380,623	31%
PROGRAM COSTS	11,277,182	4,074,522	7,202,660	36%
INDIRECT	7,597,038	2,065,122	5,531,916	27%
TOTAL	104,174,023	27,564,050	76,609,973	26%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	7,046,479	20,404,785	26%
BENEFITS	8,315,926	2,177,810	6,138,116	26%
TRAVEL	492,583	85,218	407,365	17%
SPACE COST	6,603,218	2,401,356	4,201,862	36%
SUPPLIES	2,644,635	656,424	1,988,211	25%
EQUIPMENT	100,000	127,853	(27,853)	128%
CONSULTANT/CONTRACT SERVICES	1,369,385	279,316	1,090,069	20%
OTHER COSTS	1,130,700	426,466	704,234	38%
PROGRAM COSTS	7,769,839	3,447,410	4,322,429	44%
INDIRECT	5,263,450	1,514,970	3,748,480	29%
TOTAL	61,141,000	18,163,302	42,977,698	30%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	880,478	3,330,513	21%
BENEFITS	1,260,035	260,982	999,053	21%
TRAVEL	91,246	16,922	74,324	19%
SPACE COST	15,209,213	2,169,680	13,039,533	14%
SUPPLIES	211,553	86,692	124,861	41%
EQUIPMENT	724,960	657,029	67,931	91%
CONSULTANT/CONTRACT SERVICES	563,961	80,186	483,775	14%
OTHER COSTS	378,585	155,553	223,032	41%
PROGRAM COSTS	1,436,167	427,364	1,008,803	30%
INDIRECT	765,412	167,805	597,607	22%
TOTAL	24,852,123	4,902,691	19,949,432	20%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	394,859	2,576,262	13%
BENEFITS	553,144	113,611	439,533	21%
TRAVEL	65,110	17,200	47,910	26%
SPACE COST	299,407	68,081	231,326	23%
SUPPLIES	110,076	49,769	60,307	45%
EQUIPMENT	6,419	51,295	(44,876)	799%
CONSULTANT/CONTRACT SERVICES	1,056,518	514,581	541,937	49%
OTHER COSTS	1,341,076	258,943	1,082,133	19%
PROGRAM COSTS	868,172	89,953	778,219	10%
INDIRECT	755,931	147,081	608,850	19%
TOTAL	8,026,974	1,705,372	6,321,602	21%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	786,996	2,043,416	28%
BENEFITS	737,565	201,546	536,019	27%
TRAVEL	27,313	10,006	17,307	37%
SPACE COST	1,206,276	234,191	972,085	19%
SUPPLIES	220,349	97,186	123,164	44%
EQUIPMENT	-	133,738	(133,738)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	231,318	536,618	30%
OTHER COSTS	491,102	206,302	284,800	42%
PROGRAM COSTS	1,105,101	109,795	995,306	10%
INDIRECT	613,244	184,554	428,690	30%
TOTAL	7,999,298	2,195,631	5,803,667	27%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	288,889	701,965	29%
BENEFITS	267,905	83,313	184,592	31%
TRAVEL	23,578	29,692	(6,114)	126%
SPACE COST	182,213	74,789	107,424	41%
SUPPLIES	52,498	4,764	47,734	9%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	5,780	1,824	3,956	32%
OTHER COSTS	51,480	12,635	38,845	25%
PROGRAM COSTS	97,903	-	97,903	0%
INDIRECT	170,659	46,219	124,440	27%
TOTAL	1,842,870	542,125	1,300,745	29%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	-	123,600	0%
BENEFITS	25,956	-	25,956	0%
TRAVEL	22,100	-	22,100	0%
SPACE COST	5,700	-	5,700	0%
SUPPLIES	14,750	8	14,742	0%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	41,696	(6,696)	119%
OTHER COSTS	56,310	8,732	47,578	16%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	4,493	23,849	16%
TOTAL	311,758	54,929	256,829	18%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 06/30/22 (4 OF 12 MONTHS = 33.3%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,597,038	\$ 2,065,122	27.2%	\$ 5,531,916
Expenditures				
Salaries	4,122,037	1,039,267	25.2%	3,082,770
Benefits @ 23.6% actual	<u>927,258</u>	<u>263,490</u>	<u>28.4%</u>	<u>663,768</u>
Total Personnel Costs	5,049,295	1,302,757	25.8%	3,746,538
Operating Costs				
Travel	67,900	15,154	22.3%	52,746
Space Costs	215,700	59,347	27.5%	156,353
Supplies	252,500	63,574	25.2%	188,926
Consultant/Contract	988,000	305,909	31.0%	682,091
Other Operating Costs	<u>474,125</u>	<u>197,241</u>	<u>41.6%</u>	<u>276,884</u>
Total Operating Costs	1,998,225	641,226	32.1%	1,356,999
Total Expenditures	<u>\$ 7,047,520</u>	<u>\$ 1,943,983</u>	<u>27.6%</u>	<u>\$ 5,103,537</u>
Excess (Deficit) Indirect Revenue	<u>\$ 549,518</u>	<u>\$ 121,139</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,288,307	\$ 366,442	28.4%	\$ 921,865
Operations	2,272,794	659,848	29.0%	1,612,946
Executive	1,337,079	338,841	25.3%	998,238
Program Administration	130,000	43,046	33.1%	86,954
Finance	<u>2,019,340</u>	<u>535,807</u>	<u>26.5%</u>	<u>1,483,533</u>
	<u>\$ 7,047,520</u>	<u>\$ 1,943,983</u>	<u>27.6%</u>	<u>\$ 5,103,537</u>

Prepared Date: 7/12/2022



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Grants Management, School Readiness Division

July 7, 2022

Sent Electronically through HSES Correspondence

Mr. Fred Plane
Board Chair
Community Action Partnership of Kern (CAPK)
5005 Business Park North
Bakersfield, California 93309

Re: Disposition Instructions for Business Park North
Administrative Office and Central Kitchen Buildings
Grant No. 09CH011132

Dear Mr. Plane,

This letter is in response to your agency's correspondence in the Head Start Enterprise System on June 6, 2022, requesting the Administration for Children and Families (ACF) Region IX's approval for the disposition and release of Federal Interest of the Business Park North Administrative Office building (Business Park North) and Central Kitchen building (Central Kitchen). The buildings can no longer house all necessary employees, are inefficient, and need significant renovations

The Business Park North building is located at 5005 Business Park North, Bakersfield, California 93309. As stated in your request, the office building was constructed in 1982 and CAPK purchased the building in July 2002 (100% federally funded). CAPK has engaged with a commercial real estate appraiser to assess the local fair market value of the real property. The approach to value method was in sales comparison and income capitalization with a value of \$2,900,000.

The Central Kitchen building is located at 3101 Mall View Road, Bakersfield, California 93306. As stated in your request, the property was constructed in 1993 and CAPK purchased the building in July 2001 (73% federally funded). In April of 2022, a fair market appraisal was conducted of the facility resulting in a value of \$1,165,000 to \$1,700,000 depending on if the buyer will demolish or use the building.

CAPK requests to use the sale proceeds of both buildings towards a major renovation to convert the existing Maintenance and Operations building located at 1825 Feliz Drive, Bakersfield, California 93307 into a new Central Kitchen. CAPK will be completing a 1303 application for the kitchen renovation in the future.

Per 45 CFR 75.318 (c) (1) “in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.”

Based on these facts, ACF approves your request to dispose of the buildings and use the proceeds from the sale of both buildings for the new Central Kitchen located at 1825 Feliz Drive, Bakersfield, California 93307 contingent on the approval of a 1303 application for the major renovation. ACF is entitled to 100% of the proceeds from the sale of Business Park North and 73% of the proceeds from the sale of the Central Kitchen. If the final sale price for either property is less than the appraised value detailed in this letter, that price must be approved by ACF prior to CAPK signing a Purchase and Sale agreement. If the sale price for each property is at or above the appraised values as detailed in this letter prior approval is not required, however the Purchase and Sale agreement must be submitted to ACF for documentation purposes. The proceeds that ACF is entitled to must be kept in a separate account and monthly bank statements must be submitted through HSES to document that the funds are not being used for anything but approved 1303 activities.

Please complete and return the attached Release of Federal Interest. Once received, we will notarize and mail it back once the closing details are shared with ACF; please provide us with a physical address for us to mail the notarized copy. Please move forward with the disposition under the conditions discussed in this letter and update your records to include this disposition action in accordance with 45 CFR 75.361 Retention requirements for records and 45 CFR 1303.54 Record retention.

Should you have any questions, please contact Financial Operations Specialist, Joanna Chan, at (415) 437-8421 or Program Specialist, Andrea Harvey, at (415) 437-8544.

Sincerely,

Jeffrey Arciero

Jeffrey Arciero
Grants Management Officer
Office of Grants Management – Region IX

cc: Mr. Jeremy Tobias, Chief Executive Officer
Mrs. Tracy Webster, Chief Financial Officer
Ms. Yolanda Gonzales, Head Start/Early Head Start Director