



DATE	March 22, 2023
TIME	12:00 pm
LOCATION	In-Person Meeting 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 359 145 324#

Budget & Finance Committee Agenda

Members of the public may join the tele-conference or attend in person at the CAPK office located at 5005 Business Park North, Bakersfield, CA 93309

1. Call to Order

2. Roll Call

Michelle Jara-Rangel (Chair) Nila Hogan
Denise Boshers

3. Public Comments

The public may address the Committee on items not on the agenda but under the jurisdiction of the Committee. 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.

4. New Business

- | | |
|--|--|
| <p>a. Head Start / Early Head Start Budget to Actual Reports for January 2023
– Info Item</p> <ol style="list-style-type: none"> 1. Head Start Budget to Actual for the Period Ended January 31, 2023 (p.3-5) 2. Early Head Start budget to Actual for the Period Ended January 31, 2023 (p.6-8) 3. Early Head Start San Joaquin (No Cost Extension) Period Ended January 31, 2023 (p.9-10) 4. Early Head Start Child Care Partnership (No Cost Extension) Period Ended January 31, 2023 (p.11-12) 5. American Rescue Plan Funding Budget to Actual for the Period Ended January 31, 2023 (p.13-16) | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>b. Utility Assistance / ARPA Supplemental Campaign Contract for Services –
Action Item (p. 17-19)</p> | <p>Wilfredo Cruz, Energy Program Administrator and Savannah Maldonado, Advocacy and Public Relations Manager</p> |
| <p>c. Resolution to Approve the Submission of the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Contract #23J-5716 - Action Item (p.20-22)</p> | <p>Wilfredo Cruz, Program Administrator Energy and Savannah Maldonado, Advocacy and Public Relations Manager</p> |
| <p>d. Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project- Action Item (p.23-67)</p> | <p>Lois Hannible, Program Manager FHCC</p> |

- e. Contract Renewal for Continued Funding of Positive Youth Development Mentor Program- **Action Item (p.68-92)** Lois Hannible, Program Manager FHCC
- f. Funding Increase Request for a Cost-of-Living Adjustment (COLA) and Quality Improvement Funding - **Action Item (p.93-95)** Jerry Mead, Assistant Director of HS/SCD
- g. Goal 6 Strategic Plan 2021-2025 Update – **Info Item (p.96-100)** Tracy Webster, Chief Financial Officer
- h. January 2023 Financial Statements - **Action Item (p. 101-155)** Tracy Webster, Chief Financial Officer

5. Committee Member Comments

6. Next Scheduled Meeting

Budget & Finance Committee Meeting
12:00 pm
April 19, 2023
5005 Business Park North
Bakersfield, CA 93309

7. 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, March 17, 2023. Laura Alford, Assistant to CFO.



MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Agenda item 4a: Head Start*
Budget to Actual Report for the period ended January 31, 2023 – **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 January 31, 2023. Eleven months (91.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 78% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 91% of the budget.

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

The non-Federal share is at 94% 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 - January 31, 2023
 Month 11 of 12 (91.7%)

Prepared 02/27/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,267,039	7,095,428	2,171,611	77%	23%
FRINGE BENEFITS	3,776,726	2,120,093	1,656,633	56%	44%
TRAVEL	-	-	-		
EQUIPMENT	55,000	-	55,000	0%	100%
SUPPLIES	890,498	579,950	310,548	65%	35%
CONTRACTUAL	165,175	227,110	(61,935)	137%	-37%
CONSTRUCTION	-	-	-		
OTHER	2,724,977	3,213,842	(488,865)	118%	-18%
INDIRECT	1,630,902	1,255,783	375,119	77%	23%
TOTAL BASE FUNDING	18,510,317	14,492,207	4,018,110	78%	22%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	71,463	(27,271)	162%	-62%
SUPPLIES	30,013	20,852	9,161	69%	31%
CONTRACTUAL	26,080	10,379	15,701	40%	60%
OTHER	212,393	182,393	30,000	86%	14%
INDIRECT	31,268	28,151	3,117	90%	10%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	313,238	30,708	91%	9%

CARRYOVER

SUPPLIES	923,529	923,529	-	100%	0%
CONTRACTUAL	-	733	(733)		
CONSTRUCTION	666,925	1,142,946	(476,021)	171%	-71%
OTHER - CARES	91,015	92,943	(1,928)	102%	-2%
INDIRECT	-	(71)	71		
TOTAL CARRYOVER	1,681,469	2,160,080	(478,611)	128%	

GRAND TOTAL HS FEDERAL FUNDS **20,535,732** **16,965,525** **3,570,207** **83%** **17%**

HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,340,055	2,294,121	45,934	98%	2%
CALIF DEPT OF ED	7,988,651	7,453,878	534,773	93%	7%
TOTAL NON-FEDERAL	10,328,706	9,747,999	580,707	94%	6%

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

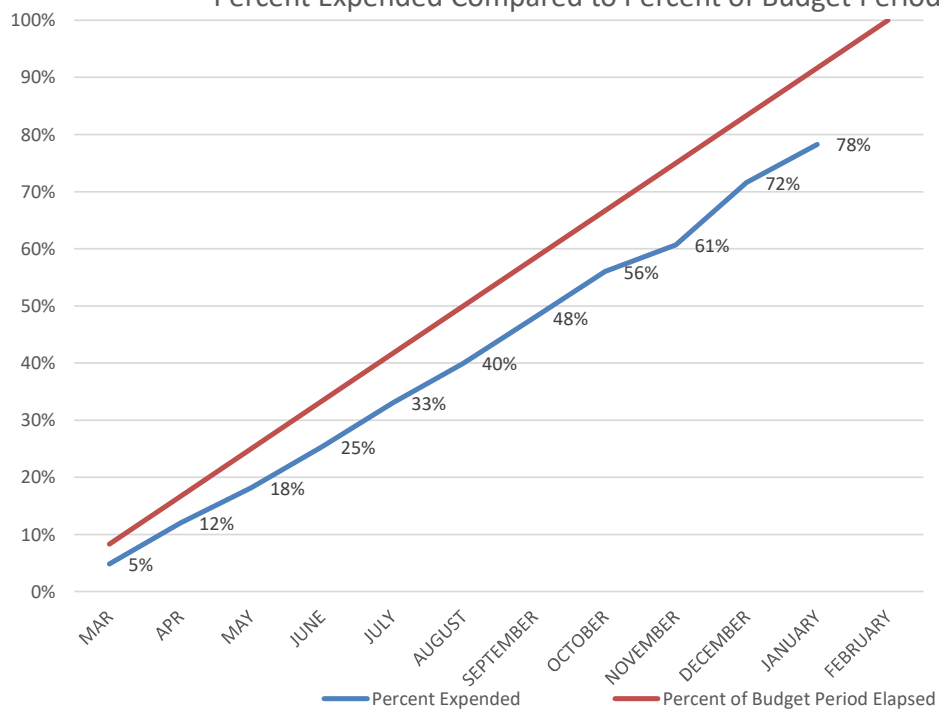
Actual expenditures include posted expenditures and estimated adjustments through 01/31/2023

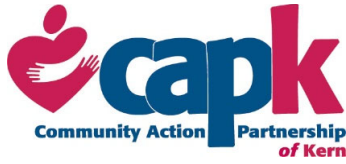
Administrative Cost for HS and EHS Combined **5.5%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	12,897	-	-	-	12,897	2/8/2023
Lowe's	832	-	-	-	832	2/6/2023
Smart & Final	224	-	-	159	383	2/1/2023
Save Mart	1,584	125	-	-	1,709	2/1/2023
Chevron & Texaco Business Card	7,597	-	-	-	7,597	2/6/2023
Home Depot	5,838	-	-	-	5,838	2/5/2023
	28,972	125	-	159	29,256	

Head Start
Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Early Head Start*
Budget to Actual Report for the period ended January 31, 2023 – **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 January 31, 2023. Eleven months (91.7%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 79% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 79% 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 - January 31, 2022
 Month 11 of 12 (91.7%)

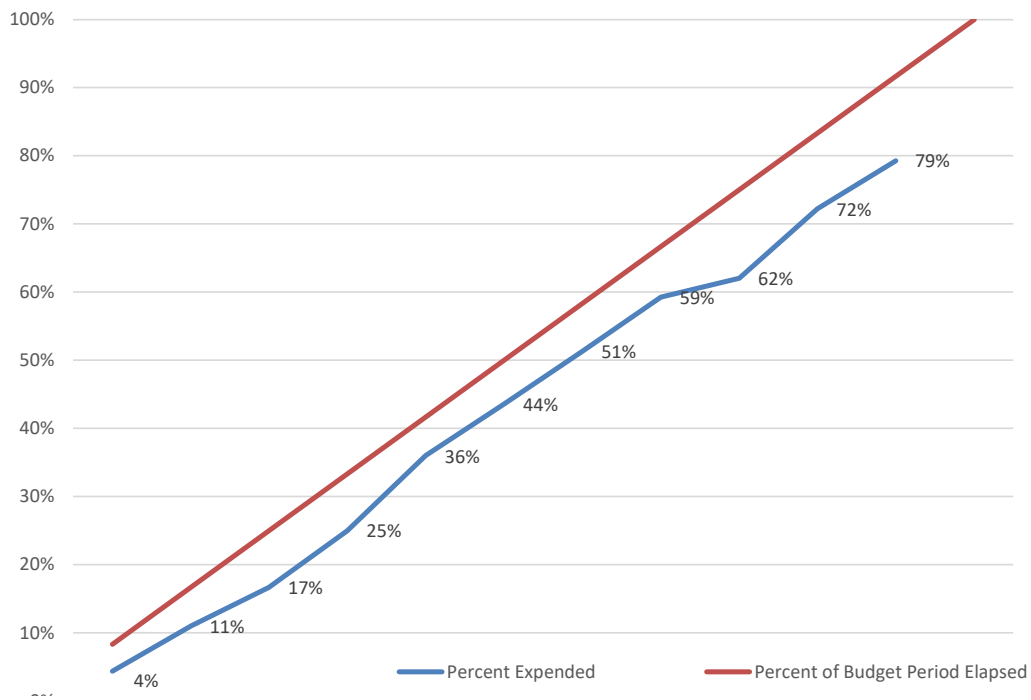
Prepared 02/27/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,701,422	6,999,211	2,702,212	72%	28%
FRINGE BENEFITS	2,363,974	2,022,953	341,021	86%	14%
TRAVEL	-	-	-		
EQUIPMENT	45,000	-	45,000	0%	100%
SUPPLIES	916,242	700,227	216,015	76%	24%
CONTRACTUAL	1,025,838	181,968	843,870	18%	82%
CONSTRUCTION	-	288,763	(288,763)		
OTHER	1,527,720	2,200,257	(672,537)	144%	-44%
INDIRECT	1,512,778	1,158,489	354,289	77%	23%
TOTAL BASE FUNDING	17,092,974	13,551,867	3,541,107	79%	21%
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	44,192	70,882	(26,690)	160%	-60%
SUPPLIES	30,013	11,518	18,495	38%	62%
CONTRACTUAL	26,080	22,955	3,125	88%	12%
OTHER	212,393	140,758	71,635	66%	34%
INDIRECT	31,268	26,736	4,532	86%	14%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	272,850	71,096	79%	21%
CARRYOVER					
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	1,601,144	200,223	1,400,921	13%	87%
OTHER	24,512	42,412	(17,900)	173%	-73%
INDIRECT	-	-	-		
TOTAL CARRYOVER	1,625,656	242,635	1,383,021	15%	
GRAND TOTAL EHS FEDERAL FUNDS	19,062,576	14,067,352	4,995,224	74%	26%

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

Actual expenditures include posted expenditures and estimated adjustments through 01/31/2023

Early Head Start Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Early Head Start – San Joaquin (No Cost Extension)*
Budget to Actual Report for the period ended January 31, 202 – **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. Twenty-four months (96%) 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 105% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 100% of the budget.

Carryover Funds

Overall expenditures are at 40% 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 - January 31, 2023

Month 24 of 25 (96%)

Prepared 02/27/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,509,263	3,702,214	(192,951)	105%	-5%
FRINGE BENEFITS	985,996	939,379	46,617	95%	5%
TRAVEL	0	0	0		
EQUIPMENT	45,000	31,190	13,810	69%	31%
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	894,660	(117,932)	115%	-15%
INDIRECT	536,733	478,608	58,125	89%	11%
TOTAL	6,007,877	6,297,323	(289,446)	105%	-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	4,264	(745)	121%	-21%
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	129,106	(289)	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	115,245	265,997	30%	70%
INDIRECT	41,905	77,006	(35,101)	184%	-84%
TOTAL	481,986	192,251	289,735	40%	60%

COVID CARES - Carried over from 2020-21

PERSONNEL		19,203	(19,203)		
FRINGE BENEFITS		3,331	(3,331)		
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	6,725,476	0	100%	0%
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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 01/31/2023



MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Early Head Start Child Care Partnerships (No Cost Extension)*
Budget to Actual Report for the period ended January 31, 2023 – **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 January 31, 2023. Twenty-three months (96%) 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 93% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 118% of the budget.

Carryover Funds

Overall expenditures are at 105% 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 - January 31, 2023

Month 23 of 24 (96%)

Prepared 02/27/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	565,607	103,274	85%	15%
FRINGE BENEFITS	183,736	150,167	33,569	82%	18%
TRAVEL	0	0	0		
SUPPLIES	37,083	128,106	(91,023)	345%	-245%
CONTRACTUAL	1,091,504	911,997	179,507	84%	16%
OTHER	231,300	297,822	(66,522)	129%	-29%
INDIRECT	215,164	199,190	15,974	93%	7%
TOTAL BASE FUNDING	2,427,668	2,252,890	174,778	93%	7%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	2,750	2,544	52%	48%
SUPPLIES	16,391	35,612	(19,221)	217%	-117%
CONTRACTUAL		3,346	(3,346)		
OTHER	29,393	9,487	19,906	32%	68%
INDIRECT	5,107	5,107	(0)	100%	0%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	56,303	(118)	100%	0%

CARRYOVER

SUPPLIES	16,000	47,688	(31,688)	298%	-198%
CONSTRUCTION	2,458,581	2,366,556	92,026	96%	4%
CONTRACTUAL	14,000	23,198	(9,198)	166%	-66%
OTHER	14,121	173,044	(158,923)	1225%	-1125%
INDIRECT	4,412	20,790	(16,378)	471%	-371%
TOTAL CARRYOVER	2,507,114	2,631,276	(124,162)	105%	-5%

COVID CARES

PERSONNEL		3,622	(3,622)		
FRINGE BENEFITS		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	91,309	19%	81%

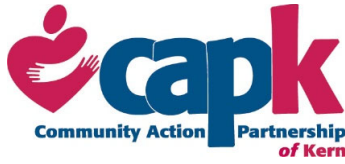
GRAND TOTAL EHS FEDERAL FUNDS	5,103,269	4,961,462	141,807	97%	3%
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NON-FEDERAL SHARE

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 01/31/2023



MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *American Rescue Plan Funding*
Budget to Actual Report for the period ended January 31, 2023 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through January 31, 2023, twenty-two months (91.67%) 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 95% of the budget. These funds are being utilized to support the retention incentive for staff and Construction.

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 - January 31, 2023

Month 22 of 24 (91.67%)

Prepared 01/06/2023

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

American Rescue Plan Act

PERSONNEL	763,438	976,097	(212,659)	128%	-28%
FRINGE BENEFITS	251,934	74,671	177,263	30%	70%
TRAVEL					
SUPPLIES	553,540	553,540	0	100%	0%
CONTRACTUAL					
OTHER	830,310	830,310	0	100%	0%
INDIRECT	266,580	105,077	161,503	39%	61%
TOTAL	2,665,802	2,539,695	126,107	95%	5%

GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	3,210,254	126,107	96%	4%
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Centralized Administrative Cost	5.2%
Program Administrative Cost	0.0%
Total Administrative Cost	5.2%

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

Actual expenditures include posted expenditures and estimated adjustments through 01/31/2023

Community Action Partnership of Kern
 Head Start and Early Head Start Kern
 Year-to-Date Non-Federal Share and In-Kind Report
 Budget Period: March 1, 2022 through February 28, 2023
 Report for period ending January 31, 2023 (Month 11 of 12)
 Percent of budget period elapsed: 91.7%

LOCATION	Enroll- ment	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	YTD Totals	Kern/ SJC	IN-KIND GOAL	% OF GOAL MET	
Alberta Dillard	40	6,091	6,995	6,460	0	0	2,344	8,249	9,224	8,179	5,469	7,199	60,210	Kern	40,535	149%	
Alicante	20	6,683	6,417	5,282	5,603	1,531	2,196	4,548	5,769	6,331	2,261	5,486	52,107	Kern	20,268	257%	
Angela Martinez	60	5,074	6,024	10,633	5,480	1,148	776	312	2,491	1,386	3,101	4,526	40,950	Kern	60,803	67%	
Broadway	40	3,607	2,961	1,979	0	0	919	1,695	2,998	2,876	3,608	2,154	22,798	Kern	40,535	56%	
California City	34	13,517	9,646	8,632	0	0	4,637	8,575	8,137	7,328	7,025	5,555	73,052	Kern	34,455	212%	
Cleo Foran	23	5,334	3,038	3,203	2,393	2,032	1,065	2,672	3,004	3,694	2,158	1,664	30,256	Kern	23,308	130%	
Delano	76	13,615	10,753	8,740	0	0	5,146	9,870	8,771	11,864	11,451	13,748	93,958	Kern	77,017	122%	
East California	52	12,674	12,159	12,553	7,210	3,713	6,436	5,564	7,979	8,752	6,588	6,788	90,414	Kern	52,696	172%	
Fairfax	40	4,711	4,469	3,010	0	0	1,084	3,019	4,436	6,004	3,708	5,330	35,772	Kern	40,535	88%	
Fairview	40	11,153	11,122	9,377	0	0	0	0	0	0	0	0	31,652	Kern	40,535	78%	
Harvey L. Hall	156	14,849	12,921	12,144	10,731	8,322	9,204	9,448	8,532	8,876	7,222	4,727	106,976	Kern	158,087	68%	
Heritage	20	1,210	1,497	398	0	0	1,318	2,892	4,208	3,829	3,783	0	22,630	Kern	20,268	112%	
Home Base	123	4,900	6,931	6,657	4,991	7,050	7,068	5,996	10,558	11,464	4,891	6,338	76,845	Kern	62,323	123%	
Lamont	20	3,579	105	0	0	0	0	4,257	4,402	6,312	6,446	5,964	31,066	Kern	20,268	153%	
Martha J. Morgan	72	8,977	9,258	10,741	7,007	5,257	5,572	9,494	12,040	11,793	10,051	10,044	100,233	Kern	72,963	137%	
McFarland	20	14,755	13,839	6,654	0	0	2,153	2,245	7,487	9,266	6,408	13,972	76,779	Kern	20,268	379%	
Mojave	20	0	0	0	0	0	416	1,047	2,137	2,827	0	18	6,545	Kern	20,268	32%	
Oasis	60	6,311	7,403	5,303	0	0	4,271	8,862	6,489	7,215	7,397	11,303	64,553	Kern	60,803	106%	
Pete H. Parra	128	22,284	22,653	23,904	19,486	8,987	14,599	13,498	11,901	7,771	11,114	11,489	167,686	Kern	129,713	129%	
Planz	20	1,051	909	506	0	0	0	0	0	0	0	0	2,466	Kern	20,268	12%	
Primeros Pasos	78	10,068	9,300	12,109	10,241	3,707	7,301	7,296	7,358	5,563	6,620	376	79,939	Kern	79,044	101%	
Rosamond	80	7,713	6,819	1,418	0	0	1,530	1,121	1,753	1,814	1,179	1,103	24,450	Kern	81,070	30%	
San Diego	40	3,964	3,724	3,973	3,725	4,793	3,394	3,833	4,069	6,227	2,766	2,769	43,239	Kern	40,535	107%	
Seibert	40	107	65	0	0	0	2,119	3,067	2,216	2,383	1,299	966	12,222	Kern	40,535	30%	
Shafter	20	8,891	9,422	7,989	9,690	2,325	2,784	2,958	4,011	2,851	3,445	3,616	57,970	Kern	20,268	286%	
Shafter HS/EHS	25	6,293	5,298	5,028	3,947	3,540	5,404	3,783	4,384	3,307	2,764	1,262	45,009	Kern	25,334	178%	
Sterling	124	8,587	8,286	8,237	6,427	5,825	4,793	5,794	9,393	9,914	5,868	3,029	76,154	Kern	125,659	61%	
Sunrise Villa	20	2,893	2,246	1,353	0	0	302	1,909	12,223	9,554	0	7,123	37,603	Kern	20,268	186%	
Taft	63	3,570	3,771	2,365	0	0	145	1,384	1,657	3,499	1,677	425	18,493	Kern	63,843	29%	
Tehachapi	34	1,674	1,695	787	0	0	0	166	1,439	0	247	0	7,631	Kern	34,455	22%	
Vineland	20	849	1,325	0	0	0	0	161	1,389	3,176	876	1,860	9,635	Kern	20,268	48%	
Virginia	40	7,331	6,314	5,408	0	0	1,558	6,378	7,084	7,928	8,347	6,550	56,900	Kern	40,535	140%	
Wesley	60	17,881	16,343	11,003	0	0	3,590	12,546	19,245	20,691	13,639	17,747	132,685	Kern	60,803	218%	
Willow	55	6,419	5,852	3,338	0	0	247	2,437	3,642	4,100	4,694	6,266	36,995	Kern	55,736	66%	
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	Kern	0	0%	
PC Planning		0	0	0	339	0	195	0	0	0	0	0	534	Kern	0	0%	
PC By Laws		0	0	0	53	0	49	0	0	0	0	0	101				
Governance		368	213	210	34	0	0	251	277	0	0	0	1,353	Kern	15,000	9%	
Program Services		370	0	0	0	0	0	0	179	596	223	0	1,368	Kern	74,265	2%	
California Street	24	7,215	6,419	6,840	5,260	4,612	4,930	3,680	3,993	3,348	3,572	2,474	52,343	SJC	39,646	132%	
Chrisman	20	4,462	4,206	4,631	4,070	4,567	5,748	5,476	5,158	5,231	5,109	3,851	52,507	SJC	33,039	159%	
Gianone	16	0	0	0	0	0	0	0	0	0	0	0	0	SJC	26,431	0%	
Kennedy	16	4,837	4,626	2,588	1,947	3,098	3,605	2,886	2,843	1,159	2,029	1,351	30,969	SJC	26,431	117%	
Lodi Home Base	35	3,908	5,003	4,033	2,349	3,663	2,483	783	3,173	2,416	0	2,404	30,215	SJC	28,909	105%	
Lodi UCC	30	2,870	2,612	3,750	3,525	6,254	5,480	8,554	8,079	5,241	6,989	3,836	57,191	SJC	49,558	115%	
Manitaca Home Base	12	2,868	4,914	3,505	3,762	4,168	5,457	5,442	4,743	4,796	4,472	101	44,229	SJC	9,912	446%	
Marci Massei	24	2,393	2,890	2,761	2,665	3,221	3,008	2,240	2,238	2,636	2,200	0	26,252	SJC	39,646	66%	
St. Mary's	24	942	1,384	891	467	1,482	1,859	2,243	4,339	2,631	1,852	1,393	19,484	SJC	39,646	49%	
Stockton Home Base	90	8,233	8,091	7,091	4,143	6,544	5,276	4,576	6,979	9,942	6,884	3,516	71,275	SJC	74,337	96%	
Tracy Home Base	12	2,221	3,607	4,076	3,855	3,099	2,086	3,283	3,588	0	0	0	25,815	SJC	9,912	260%	
Walnut	24	4,677	5,014	4,176	5,093	5,042	4,208	4,619	3,201	1,227	1,467	5	38,729	SJC	39,646	98%	
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%	
Program Services		100	100	697	518	75	88	88	458	200	0	2,465	4,787	SJC	0	0%	
Policy Council		0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%	
SUBTOTAL IN-KIND	2,090	292,078	278,638	244,436	135,011	104,055	146,839	199,194	249,848	247,404	190,700	194,824	2,283,026	0	2,230,643	102%	
State General Child Care*		225,590	215,386	223,645	214,040	134,741	194,744	192,905	225,747	210,577	210,867	214,282	2,262,625	Kern	2,821,834	80%	
State Preschool*		468,476	403,837	407,462	237,630	182,181	354,638	452,716	529,198	492,046	443,829	522,656	4,494,669	Kern	3,865,832	116%	
State Migrant Child Care*		8,159	10,870	12,275	10,345	4,863	6,336	6,700	8,166	6,999	6,878	7,700	89,291	Kern	125,833	71%	
SUBTOTAL CA DEPT of ED	702,225	630,094	643,382	462,015	321,785	555,719	652,320	763,111	709,622	661,674	744,638	6,846,585	6,813,499		6,813,499	100%	
State General Child Care*		71,287	70,881	72,768	60,412	31,031	43,982	41,161	47,645	43,952	58,747	65,426	607,293	SJC	1,175,152	52%	
SUBTOTAL CA DEPT of ED	71,287	70,881	72,768	60,412	31,031	43,982	41,161	47,645	43,952	58,747	65,426	607,293	607,293		1,175,152	52%	
GRAND TOTAL		1,065,590	979,613	960,586	657,438	456,871	746,540	892,675	1,060,604	1,000,978	911,121	1,004,888	9,736,904		10,219,294	95%	
																11,095	
																9,747,999	

https://capk.sharepoint.com/sites/Finance/Shared Documents/Private/Headstart/In - Kind Reports/In-Kind 2022-2023/In -Kind Combined/

Community Action Partnership of Kern
 Early Head Start Child Care Partnerships
 Non-Federal Share and In-Kind Year-to-Date Report
 Budget Period: March 1, 2022 through February 28, 2023
 Report for period ending January 31, 2023 (Month 11 of 12)

Percent of year elapsed: 91.7%

LOCATION	FUNDED ENROLLMENT	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Angela Martinez	24	1,189	1,180	1,171	1,149	966	0	1,054	0	487	956	1,037	9,189	103,398	9%
Kern Community College District	32	613	0	0	16	183	0	247	0	0	0	0	1,059	137,864	1%
Kern County Superintendent of Schools	16	39	0	0	10	632	128	39	0	0	0	0	847	68,932	1%
Garden Pathways	11	0	0	0	0	0	0	0	0	0	0	0	0	47,391	0%
Taft College	42	0	0	0	0	0	0	0	0	0	0	0	0	180,947	0%
Escuelita Hernandez	16	0	0	0	0	0	0	0	0	0	0	0	0	68,932	0%
TBD	11	0	0	0	0	0	0	0	0	0	0	0	0	47,391	0%
Program Services		0	0	0	0	0	0	0	0	0	0	0	0		
Admin Services		0	0	0	0	0	0	0	0	0	0	0	0		
GRAND TOTAL	152	1,841	1,180	1,171	26	815	128	286	0	0	0	0	11,095	654,854	2%

Budget reflects Notice of Award #09HP000163-03-04



MEMORANDUM

To: Budget and Finance

From: Wilfredo Cruz, Program Administrator
Savannah Maldonado, Advocacy and Public Relations Manager

Date: March 22, 2023

Subject: *Agenda Item 4b*: Utility Assistance / ARPA Supplemental Campaign Contract
for services– **Action Item**

Through the Department of Energy, the Low-Income Home Energy Assistance Program (LIHEAP) past contracts were approved by the Board for Utility Assistance and Weatherization services which include allowances for community outreach and marketing. After the contract execution, ARPA has granted an extra allocation of funding for use to promote community participation in these two critical programs.

American Rescue Plan Act (ARPA) 2021 Utility Assistance
Contract amount: \$40,000
Contract term: April 1 – May 31, 2023

For details of the proposed LIHEAP outreach campaigns, refer to the attached scope of work. To ensure the program meets contract expectations relating to the intent and allocated funding, the Energy program will coordinate with Hey Salty, contract marketing firm, and the Executive Division liaison.

Note: Under the master contract with Hey Salty, it is the intent to bring program-specific campaigns to the appropriate Committee for approval. This will ensure the campaign services is a direct charge to the program and will not count toward the general retainer fee under the Executive Division for agency-level outreach activities. This contract aligns with Strategic Plan Goals and Activities 3.1.3 and 4.3.1 by allowing us to enhance our marketing and communication with our staff, clients, partners, and supporters in the communities we serve.

Recommendation:

Staff recommends the Budget and Finance Committee to authorize the use of Hey Salty for outreach and communication proposal for Hey Salty to supplement our existing Utility Assistance with additional funding from the ARPA 21 grant for the Low-Income Energy Assistance Program (LIHEAP) American Rescue Plan Act (ARPA) 2021 Utility Assistance.

Attachment:

Hey Salty – CAPK Energy Programs Marketing Plan.

Memo

TO: Savannah Maldonado, Community Action Partnership of Kern

FROM: Justin Salters, APR, President

DATE: March 13, 2023

RE: Proposal for ARPA21 Marketing Campaign Supplement (No. 2023-005)

This memo outlines a proposal for Hey Salty to supplement our existing Utility Assistance marketing campaign with additional funding from the ARPA 21 grant.

THE SITUATION

Since mid-2022, Hey Salty has executed a marketing campaign on behalf of CAPK to promote its Utility Assistance Programs. As the ARPA21 contract draws near to completion, there is \$40,000 in additional marketing and outreach funding available for expenditure. This proposal outlines a plan to invest this \$40,000 to increase awareness of CAPK's Utility Assistance programs among low-income residents of Kern County.

THE SOLUTION

We propose supplementing our existing energy program campaigns by increasing advertising on television, radio and digital channels. The supplemental investment will include the following:

- **Television Advertising:** We purchase an additional 95,456.35 additional Target Rating Points (TRPs) on local broadcast stations serving residents of Kern County. This supplemental purchase will reach 98.5% of our audience with a frequency of 9.8.
- **Radio Advertising:** We will purchase additional radio advertising on KISV Hot 94.1 FM, KIWI 102.9 FM Radio Lobo and Que Buena 105.7 FM. Our radio advertising plan has a reach of 23.8% and frequency of 6.5.
- **Digital Advertising:** Our digital plan includes pre-roll and search advertising. Our plan is to deliver approximately 266,000 impressions with this supplemental investment.

THE PLAN

This supplemental investment is scheduled for Apr. 1 to May. 31, 2023. Once we receive approval, our team will move immediately to confirm all advertising purchases.

YOUR INVESTMENT

Description	Amount	Qty	Total
Television Advertising	\$21,050	1	\$21,050
Radio Advertising	\$7,950	1	\$7,950
Digital Advertising	\$11,000	1	\$11,000
TOTAL			\$40,000

Hey Salty, Inc. will submit advertising invoices for payment on a monthly basis. Advertising invoices will include supporting invoices from our media buyer and media outlets.

NEXT STEPS

We're excited and prepared to begin this project. Please let me know if you have any questions or are ready to begin. Thank you for the opportunity to support CAPK.



MEMORANDUM

To: Budget & Finance Committee

From: Wilfredo Cruz, Energy Program Administrator

Date: March 22, 2023

Subject: *Agenda Item 4c*: Resolution to Approve the Submission of the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Contract #23J-5716– **Action Item**

On March 13, 2023, the California Department of Community Services and Development (CSD) provided the Energy Program with the 2023 ESLIHEAP contract. The contract provides funding to assist qualified low-income Kern County residents with Utility Assistance and Weatherization services. The contract period will be from April 15, 2023 through May 31, 2025, with an allocation of \$5,432,583.

The contract allows CAPK's Energy Program to assist eligible low-income Kern County households with their heating and cooling energy costs, bill payment assistance, energy crisis assistance, weatherization and energy related home repairs at no cost to the participants. This program supports the federal and state efforts to answer the concerns of rising energy prices and to assist low-income households with heating and cooling costs. The work connects to CAPK's mission and Strategic Goal 3, advancing economic empowerment and financial stability for low-income people in the community we serve.

In order to execute this contract a Board Resolution must be submitted with the contract package.

Recommendation:

Staff recommends that the Board of Directors approve with Resolution, the 2023 ESLIHEAP contract number 23J-5716 and authorize the Chief Executive Officer to execute the contract and any future amendments.

Attachments:

Resolution # 2023-03

CSD ESLIHEAP Contract # 23J-5716



RESOLUTION # 2023-03

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2023 ESLIHEAP Contract

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on March 29, 2023, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives’ in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the State of California Department of Community Services and Development has made available ESLIHEAP funds for 2023; and

WHEREAS, the State of California Department of Community Services and Development has offered a 2023 ESLIHEAP Contract to the Partnership; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2023 ESLIHEAP Contract.

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to act on behalf of the Board as the Partnership’s representative signatory with regard to the submission of the 2023 ESLIHEAP Contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 29th day of March 2023.

Fred Plane, Chair
CAPK Board of Directors

Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

23J-5716

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Community Action Partnership of Kern

2. The term of this Agreement is: April 15, 2023 through May 31, 2025

3. The maximum amount of this Agreement is: Total \$5,432,583.00

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

Preamble

Article 1 - Scope of Work

Article 2 - Contract, Administration, Procedure

Article 3 - Contract Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Administrative and Program Expenditures Requirement

Article 6 - Reporting Policies and Procedures

Article 7 - Program Policies and Procedures

Article 8 - Program Implementation

Article 9 - Training, Licensing, and Certifications

Article 10 - Compliance Policies and Procedures

Article 11 - Federal and State Policy Provisions

Article 12 - General Terms and Conditions GTC 04/2017

Article 13 - Definitions

Article 14 - Table of Forms and Documents Incorporated by Reference

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

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>					
Community Action Partnership of Kern					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP					
5005 Business Park North, Bakersfield, CA 93309					
PRINTED NAME OF PERSON SIGNING			TITLE		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME					
Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP	
2389 Gateway Oaks Drive, Suite 100		Sacramento	CA	95833	
PRINTED NAME OF PERSON SIGNING		TITLE			
Chris Vail		Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED		
I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.					



MEMORANDUM

To: Budget & Finance Committee
Lois Hannible
From: Lois Hannible, Program Manager
Date: March 22, 2023
Subject: *Agenda Item 4d*: Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project – **Action Item**

CAPK has the opportunity to renew the contract agreement for the Medi-Cal Health Navigator Project with the County of Kern. The contract dates for the Medi-Cal Health Enrollment Navigator Project are July 1, 2023-June 30, 2024, for a contract amount of \$311,248.

The general scope of work for the Medi-Cal Health Navigator Project is to be facilitated by the Friendship House (FHCC) and 211, and consists of providing Medi-Cal outreach, education, enrollment, navigation, and renewal assistance for individuals in the community. The focus of the program will be to assist with the unwinding of the Public Health Emergency, by proactively encouraging and assisting current Medi-Cal beneficiaries to ensure that their current contact information is on file with their local county social services agency and informing them to complete and return the renewal recertification packets. The work connects to CAPK's mission and Strategic Goal 2, to make sure that all families in the communities we serve have access to high quality early learning and care choices to meet their diverse needs.

Recommendation:

Staff recommends approval to move forward with the Medi-Cal Health Navigator Project agreement and authorize the Chief Executive Officer to sign and execute the contract agreement and any amendments throughout the term of the agreement.

Attachment:

Contract Renewal Agreement for the Medi-Cal Health Navigator Project

**AGREEMENT
FOR
PROVISION OF MEDI-CAL HEALTH ENROLLMENT
NAVIGATOR PROJECT SERVICES**
Independent Contractor
(COUNTY – Community Action Partnership of Kern)

THIS AGREEMENT (“**Agreement**”) is made and entered into on _____ (“**Execution Date**”), by and between the COUNTY OF KERN, a political subdivision of the State of California (“**County**”), as represented by the Department of Human Services (“**Department**”), and Community Action Partnership of Kern (CAPK), (“**Contractor**”), whose principal place of business is at 5005 Business Park North, Bakersfield, CA 93309. County/Department and Contractor are referred to individually as a “**Party**” and collectively as the “**Parties**”. CONTRACTOR’S UNIQUE ENTITY IDENTIFIER NUMBER: MH2JA4FK2WK1.

WHEREAS:

- a. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced, and competent to perform those services; and
- b. The Department has been chosen as a recipient for funding from the Department of Health Care Services for the administration of the Medi-Cal Health Enrollment Navigator Project to provide Outreach, Education, Enrollment, Navigation and Renewal services for the Medi-Cal program; and
- c. County recently engaged with the contractor to provide Medi-Cal Outreach, Education, Enrollment, and Renewal services and county desires to re-engage Contractor to continue to provide said services. Contractor, by reason of Contractor’s qualifications and experience, has offered to provide the required services on the terms set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. TERM

This Agreement shall commence on July 1, 2023 and shall remain in effect until June 30, 2024, unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall assume responsibility for providing Medi-Cal Health Enrollment Navigator Project services including Outreach, Education, Enrollment, Navigation, and Renewal assistance activities for the State Medi-Cal program for individuals in the community. Contractor agrees to perform the agreed upon and authorized Work Plan activities, as presented in **Exhibit “A”**, for the purpose of performing the Medi-Cal Health Enrollment Navigator Project and will meet the agreed upon target impact goals.

Contractor will outreach to community to prepare individuals for the unwinding of the Continuous Coverage Period by communicating with beneficiaries to encourage them to provide updated contact information about keeping their Medi-Cal coverage.

- A. Contractor shall attend meetings and trainings as set by the Department for the Medi-Cal Health Enrollment Navigator Project; and
- B. Contractor shall provide Medi-Cal Navigator reports and invoicing consistent with the requirements listed above. Contractor shall use specific forms and systems as specified by the Department for tracking and reporting Medi-Cal Health Enrollment Navigator Project outcomes.
- C. Reporting Responsibilities
 - 1) Contractor shall provide monthly reports to Department by the 25th calendar day of each month following the month in which services are rendered. Report data shall include information as agreed upon by the county and Contractor on services that are provided within the scope of the Work Plan.
 - 2) Reports shall be sent electronically in an Excel format as provided by Department by the twenty-fifth (25th) calendar day of each month following the month in which services were rendered.

3. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following services:

- A. Department shall disseminate information pertaining to this program to its staff and will process Medi-Cal applications and renewals for Medi-Cal services expeditiously once received from the Contractor.
- B. Department shall provide contractor monitoring and oversight.
- C. Department shall review monthly reports and approve invoices.

4. COMPENSATION

County shall reimburse Contractor, in an amount not to exceed \$311,248, as set forth in **Exhibit "B"**. No additional compensation will be paid. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

5. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

Contractor shall submit monthly to Department an invoice for reimbursement of allowable expenditures for the previous month. Costs claimed under this Agreement are subject to the following federal publications (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/):

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- A. All invoices shall be submitted in a form approved by Department and shall include:
 - 1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. Supporting documentation,

including payroll reports, must be provided for each item for which reimbursement is requested.

- 2) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County's rates which are in effect at the time the expense(s) is/are incurred.
- 3) Copies of invoices submitted to Contractor from subcontractors.
- 4) Invoices shall be sent to the following attention:

Fiscal Support Supervisor
Accounts Payable Unit
Kern County Department of Human Services
PO Box 511
Bakersfield, CA 93302

Contractor shall adjust from its billings to Department all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. Contractor accepts fiscal responsibility for any future audit findings resulting from Contractor's billings under this Agreement. Contractor shall refund County for all costs related to this Agreement which are disallowed by the California Department of Social Services ("CDSS") as a result of audit findings or insufficient funds available from the State.

Contractor shall comply with all audit exceptions by appropriate federal, State and County audit agencies as prescribed by the auditing agency, and provide all required audit documentation to Department pertaining to the services required by this Agreement.

Invoices shall be sent to Department's Accounts Payable Unit for processing by the 25th calendar day of the month following the month in which services were rendered. Payment will be made to Contractor within 30 days of receipt and approval of each complete invoice by Department.

- B. Department reserves the right to withhold payment if Contractor falls behind schedule or submits substandard work.
- C. Final invoices must be received by Department no later than 45 days following termination of this Agreement.
- D. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget categories or the addition of a budget category cannot be approved without prior submission of a revised budget by Contractor and prior written approval by Department.

6. AWARD INFORMATION DISCLOSURE

Pursuant to 2CFR 200.332, all recipients and subrecipients of federal funds must be provided additional information, including the Assistance Listings (AL) Number associated with each award and/or subaward. The AL Number(s) below is/are associated with this Agreement:

Assistance Listing Number	Program Title
93.332	Cooperative Agreement to Support Navigators in Federally Facilitated Exchanges

Additional award information can be found www.cdss.ca.gov-CFL 21/22-115.

7. REPRESENTATIONS

Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. Contractor has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and
- B. Contractor does not have any actual or potential interests adverse to County, nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

8. ASSIGNMENT

Contractor shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written approval of County.

9. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

10. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

11. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County and County's agents, Board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

12. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The Contractor shall promptly deliver the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

B. Workers' Compensation and Employers Liability Insurance Requirement. In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

C. Liability Insurance Requirements:

- 1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence.
 - c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph B. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- 3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- 4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three years following the termination of

this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- D. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.**
- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- F. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- H. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- I. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after 10 days written notice by Contractor in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

13. EVALUATION

Services to be provided by Contractor shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Contractor. Contractor shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

Deficiencies that may be subject to non-payment of future invoices by County shall include:

- A. Failure to notify Department and receive prior written approval for any changes to Program delivery within 15 days of change for:
 - 1) Change in assigned program staff.
 - 2) Change in program or service hours and days.
 - 3) Change in program or service locations and access for participants.
- B. Failure to notify Department for written approval prior to any changes to delivery of program services. As designated in the contract.
- C. Failure to request, in writing, and receive written pre-approval from County for changes to, or the addition of line items in, the approved budget.
- D. Failure to provide written assurance of required civil rights training as detailed in **Section 33**, below.
- E. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

14. CONTRACT DISPUTE

Should a dispute arise between Contractor and County relating to performance under this Agreement, Contractor will, prior to exercising any other remedy which may be available, provide County with written notice of the particulars of the dispute within 30 calendar days of the dispute. County will meet with Contractor, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to Contractor. County will provide a written response to Contractor within 30 days of receipt of Contractor's written notice.

15. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 calendar days prior written notice to the other Party. In the event this Agreement is terminated by either Contractor or County, and if so requested by County, Contractor shall submit to County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. In the event of termination of this Agreement for any reason, County shall have no further

obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

16. NON-APPROPRIATION

County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given 30 days written notice in the event that such an action is required by County.

17. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Contractor shall be addressed as follows:

Community Action Partnership of Kern
Jeremy T. Tobias, CEO
5005 Business Park North
Bakersfield, CA 93309

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

18. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of County, and if so requested by County, shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

19. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It

is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

20. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

21. AUTHORITY TO BIND COUNTY

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

22. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

23. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

24. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

25. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

- A. During the term of this Agreement, Parties may receive or create certain confidential health or medical information ("Protected Health Information" or "**PHI**"). This PHI is subject to protection under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), the Health

Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**the HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PHI the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties’ subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

- B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with the HITECH Act, and applicable HIPAA Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days’ notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) the Parties become aware that the Parties or any of the Parties’ subcontractors or agents discloses PHI in a manner that is not authorized by the Parties or by applicable law.
- E. During the term of this Agreement, the contractor agrees to abide by the Information Exchange Agreement between the Social Security Administration (“**SSA**”) and the California Department of Health Care Services “**DHCS**”), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements (“**TSSR**”), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the Contractor agrees not to post these documents in a public viewing area including any public Internet site.** Contractor agrees to abide by all relevant requirements in the National Institute of Standards and Technology (“**NIST**”) Special Publications (“**SP**”) 800-122 and 800-53 (<https://www.nist.gov/>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personally Identifiable Information (“**PII**”).

CONTRACTOR RESPONSIBILITIES

- 1) Contractor will provide a list of all employees who will have access to SSA data to the County prior to County giving Contractor access to such data. See **Exhibit "C"**.
- 2) Contractor and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the Contractor. Contractor will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Contractor will provide proof of such training to the Department as required by the MOUs.
- 3) Contractor agrees to allow the County to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:
 - a) Safeguards for sensitive information;
 - b) Technological safeguards on computer(s) that have access to SSA-provided information;
 - c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
 - d) Continuous monitoring of the Contractor's or agent's network and infrastructure and assets.
 - e) Compliance with all applicable TSSR and NIST guidelines.
- 4) Contractor will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.
- 5) Contractor agrees no PII or PHI record will be stored outside the Contractor's information system without approval by County. Contractor will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("**FIPS**") 199 security category of the information recorded on the media. Contractor will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- 6) Contractor is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Contractor will work with County on alternate methods to receive any PII/PHI documents.
- 7) Contractor is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "C"**.

- 8) Contractor will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Contractor will track, document, and verify media sanitization actions.
- 9) Contractor and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

COUNTY RESPONSIBILITIES

- 1) County will provide Contractor with training materials which the Contractor will use to assist in completing their initial and annual training. See **Exhibit "C"** for access instructions.
- 2) County will provide Contractor access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "C"** for access instructions.
- 3) County will maintain records of all Contractor's and employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.
- 4) If necessary, County will request records for evidentiary purposes when needed from the Contractor.
- 5) County agrees to provide a copy of their Breach Reporting Incident Policy to the Contractor along with contact names and telephone numbers for all County Privacy Officers.

26. BUSINESS ASSOCIATE ADDENDUM

Each Party agrees to execute the Business Associate Addendum attached hereto as **Exhibit "D"**, which covers obligations under HIPAA and HITECH, so that County may comply with its obligations under the HIPAA laws and Regulations.

27. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

28. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, such portions, or provisions shall be deemed severable and shall not be affected thereby, provided remaining

portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

29. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

30. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

32. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. Contractor will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21, including but not limited to, Section 21-117 Staff Development and Training. A copy of CDSS Manual of Policies and Procedures, Chapter 21 can be found at: [3CFCMAN.doc \(ca.gov\)](#)

Contractor understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event County is subject to any fiscal sanction or other legal remedies as a result of Contractor's failure to comply with the requirements of this section, Contractor shall indemnify and hold harmless County from any such fiscal sanction or other legal remedy imposed against County as provided in the indemnification provisions of this Agreement. Contractor shall participate in and pay County's costs incurred in County's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

Contractor acknowledges that the County, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, (**Exhibit “E”**). By signing this Agreement, Contractor, as a recipient of such funding through the County, shall be equally bound to comply with each and every requirement set forth therein.

34. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall submit Reporting Package of a single audit performed by an Independent Certified Public Accountant (CPA) as required by law and permitted by 2 CFR 200 Subpart F when aggregate federal funding is \$750,000 or more in a fiscal year to the Federal Audit Clearinghouse. Additionally, Contractor shall provide copy of single audit to the County at:

internalaudit@kerndhs.com

If aggregate federal funding is less than \$750,000 in a fiscal year, Contractor must provide County with a letter stating the amount of aggregate federal funding received. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of **not less than five years** from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

35. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 2. Have not within a three (3) year period preceding this 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; and
 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 (1)(b) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's

subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

- B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

36. CAPITAL ASSET EQUIPMENT

- A. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used by Contractor, said equipment, shall remain with and continue to be used by Contractor subject to DHS's written consent.
- B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- D. Contractor shall maintain an inventory list of tangible capital assets at \$5,000 or more and intangible (Equipment Inventory valued between \$1,000 and \$4,999. Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of \$1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to:

DHSContracts@kerndhs.com

A cumulative inventory of all property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose.

Contractor shall record the following information when property is acquired:

1. Date acquired on site.
2. Item description (include model number).
3. Tag number or other tag identifier.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Location
7. Condition

37. LOBBYING CERTIFICATION

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

38. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments or considerations related to the provision of services under this Agreement.

39. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving

services or benefits under this Agreement shall be deemed an incidental beneficiary only.

40. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

41. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____

By _____
Chairman, Board of Supervisors
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: _____

By _____
Jeremy Tobias, CEO
"Contractor"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: _____

By _____
Lito Morillo, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: _____

By _____
Bryan Walters, Deputy County Counsel

EXHIBIT “A”
Work Plan

Work Plan Instructions
<p>The Department of Health Care Services (DHCS) is requesting a completed Work Plan for the Health Navigators Project. The Work Plan provides an overall scope of work efforts each project partner anticipates to implement and execute throughout the duration of the Health Navigators Project. DHCS will use the Work Plan as part of the application process and, if awarded, as a way to refer and monitor the work being completed in your county. Please complete each section of the Work Plan and provide realistic goals, activities, and approaches based on your community and county needs and organizational capacity.</p>
<u>Planning & Start-Up</u>
<p>Identify specific program planning and start-up activities your county or organization will implement before beginning navigation efforts. Identify the anticipated completed by date or timeframe.</p>
Normal Operations
<p>Identify specific strategies and activities your county or organization intends to utilize and execute to meet the core objectives of AB74, (outreach, application assistance, enrollment, navigation, retention, and troubleshooting). Identify specific target population(s) and the responsible entity who will implement these activities.</p>
Public Health Emergency (PHE) Plan
<p>Per the Medi-Cal Health Enrollment Navigators Project (HNP) Bulletin 2022-002, the Department of Health Care Services (DHCS) is preparing for the eventual termination of the COVID-19 PHE and the unwinding of efforts implemented as part of the response to this emergency. To prepare for the resumption of normal operations within our communities, HNP is requesting partners to implement focused activities, above and beyond, based off the status of the PHE. As such, identify below, the specific strategies and activities your county or organization intends to utilize and execute to meet each focus relating to the status of the PHE. Identify specific target population(s) and the responsible entity that will implement these activities.</p>
During PHE
<p>These focused activities are implemented while PHE is in effect. Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information. Identify if the outreach will be direct or if media outreach will be used. Identify specific target population(s) and responsible entity that will implement these activities.</p>
60 Days Prior To PHE Termination
<p>These focused activities are implemented from the 60 day notice through the end of PHE. Identify activities relating to outreach to encourage beneficiaries to update their contact information with their local county services office and check for upcoming renewal packets. Identify specific target population(s) and the responsible entity that will implement these activities.</p>
12 Month PHE Unwinding Period
<p>These focused activities are implemented at the end of the PHE through the unwind period as directed by DHCS. Identify activities that support the retention and redetermination of Medi-Cal benefits. Identify the specific target population(s) and the responsible entity that will implement these activities.</p>
Project Goals
<p>For tab 5, on the normal operations table, identify the number of individuals your county or organization anticipates to encounter for each data point related to normal operations. Enter the number for each goal under each fiscal year (FY). On the Focused Activities for PHE table identify the number of individuals your county or organization anticipates to encounter for each data point related to PHE Focused Activities.</p>

**(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN**

Attachment 2

Program Planning and Startup Plan		
Section 1: Identify specific Navigators Project's planning and start-up activities and the anticipated completion dates for the activities identified		
PROGRAM PLANNING AND START-UP ACTIVITIES What strategies/ activities will be used to achieve?	ANTICIPATED COMPLETION DATE	ACTUAL COMPLETION DATE
Complete the application forms for submittal to DHCS for the Navigator Project. Meet with provider CBO agencies to determine best approach.	November 15, 2022	
Obtain approval from Kern County Board of Supervisors (KCBOS), Kern County Administrative Offices (KCAO), and internally communicate participation and readiness for county CBO collaboration, for such participation.	November 2022	
DHCS develops and provides deliverables letter and forms to Awardees.	November 2022	
KCDHS informs CBO's of award and negotiates with amount of funding awarded as needed.	November 2022	
KCDHS confirms collaborative efforts with proposed CBOs through contractual agreements. Development of contract language, communications, negotiations, and agreements reached with CBOs. Internal approvals and communications continue - KCAO, KCBOS, Kern County Legal, KCDHS and Finance	December 2022	
KCDHS develops Training Modules and CBO related project documents for implementation of Navigators project.	December 2022	
KCDHS - develops and refines internal systems for: fiscal functions, project operations oversight and reporting, project support, for project implementation through CBOs, and internal efforts.	December 2022	
KCDHS reviews DHCS requirements and considers best practices for obtaining, reviewing, and evaluating data to meet the needs of the project and how to integrate these with the CBO data gathering and reporting requirements.	December 2022	
Additionally, KCDHS develops Training Modules and CBO related project documents for implementation of the Navigator project and establishes standardized monthly communication meetings. KCDHS - develops and refines internal systems for: through CBOs' tracking systems, project communication systems.	December 2022	
KCDHS develops forms and Outreach materials for CBO Partners to utilize in their Outreach, Enrollment, and Retention efforts to increase positive project outcomes and maximize eligible Target Populations applicant utilization.	December 2022	
CAPK presents the new contract agreement to the Board of Directors	December 2022	
CAPK hires staff to support program implementation	January 2023	
CAPK purchases required onboarding materials including desks, phones, etc.	January 2023	

Normal Operations			
Section 2: Identify specific outreach, application assistance, enrollment, access & utilization to health care, troubleshooting, and retention strategies and activities that meets the core objectives of AB 74 you will conduct to implement this approach. Identify specific target population(s) and the responsible entity who will implement these activities. Please list an activity(ies) for each task. For reference, a short list of examples of activities under each task is on Tab 6.			
Task	STRATEGIES AND ACTIVITIES What strategies/ activities will be used to achieve the AB74 goals?	TARGET POPULATIONS Refer to Tab 6	
		RESPONSIBLE ENTITY Name of county or CBO, or subcontracted entity	
Outreach	All current and new incoming clients will be contacted and offered information and assistance regarding Medi-Cal Health care coverage benefits. Also, beneficiaries will be encouraged to update contact information and to watch for renewal packets.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Outreach and enrollment services will be offered at community resource fairs and via social media which have been determined to be strategically advantageous in reaching the desired Targeted Populations.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS and CAPK
Outreach	Community outreach and canvassing of need for Medi-Cal health coverage will be conducted in neighborhoods where the need is determined to be high, to include locations such as food pantries, schools, libraries, churches and other locations where the public gather. Enrollment assistance and follow up for individuals and families will be provided as necessary.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Application Assistance	The Parents of Youth enrolled in other CBO Programs will be contacted to provide information and education (Outreach services) regarding MAGI Medi-Cal and to offer assistance in the application process as needed.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Media Outreach	Due to COVID there is limited booth-based outreach is not possible. As a result, CAPK will provide expand outreach to include through social media platforms such as Instagram, Facebook & Twitter, also chat websites such as Zoom, Skype, Microsoft Teams, Podcasts, video promos. Outreach will also include mailings, flier distributions, radio coverage, live	Persons who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal	Community Action Partnership of Kern (CAPK) Program Educator

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NAVIGATORS PROJECT WORK PLAN			
Outreach	CAPK will provide Medi-Cal outreach and enrollment services at the CAPK Food Bank commodity distributions, senior food giveaways, and at CAPK WIC sites located throughout Kern County	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Educator
Application Assistance	CAPK will contact the parents of youth enrolled in the CAPK Friendship House & Shafter Youth Center After-School programs and CAPK Head Start programs will be contacted to provide information and assistance regarding Medi-Cal Health Care coverage/benefits.	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Educator
Application Assistance	CAPK 211 Program Specialist will conduct follow-up calls to the target population after the initial contact is made through 2-1-1. Three attempts will be made to reach each caller by phone. CAPK currently provides assistance to individuals applying for CalFresh through the 211 system. Enrollment and assistance to individuals applying for Medi-Cal will be offered concurrently with the support and assistance currently provided to those applying for CalFresh	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Specialist

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NAVIGATORS PROJECT WORK PLAN		
Enrollment	<p>CAPK/Program Specialist will follow 2-1-1 project protocol, asking a series of demographic questions to determine Medi-Cal eligibility. 2-1-1 callers will be offered an onsite appointment for Medi-Cal enrollment via the BenefitsCal website portal. Medi-Cal education will be offered by Program Specialist s, following 2-1-1 call/campaign information Program Specialist s will offer added assistance to 2-1-1 in screening callers for Medi-Cal eligibility, and will offer Medi-Cal outreach and education to all callers. CAPK-Program Specialist s will also offer onsite/in person and/or phone appointments for Medi-Cal enrollments and will assist in completing</p>	<p>Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.</p>
Access & Utilization	<p>KCDHS, along with CBO Partners, will collaborate throughout Kern County as deemed necessary to supplement activities, and/or increase positive outcomes provided by CBO Partners, and/or to incorporate events and opportunities not otherwise captured through CBO Partners.</p>	<p><input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal</p>
Access & Utilization	<p>Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (such as Data Systems, Enrollment follow-up requirements) CBO outcomes will be monitored and reported.</p>	<p><input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal</p>
Troubleshooting	<p>KCDHS reviews enrollments and considers the best practices for obtaining, and communicating data to meet needs of project while remaining consistent with confidentiality requirements.</p>	<p><input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal</p>
Troubleshooting	<p>KCDHS will develop and refine internal systems: I.E.: Information Technology systems, fiscal A/P, A/R, and monitoring systems, KCDHS applicants through CBOs' tracking systems, project communication systems. KCDHS will develop forms and materials for CBO Partners to utilize in their efforts to increase positive project outcomes and maximize eligible Target Populations' for RETENTION of Medi-Cal.</p>	<p><input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal</p>

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NAVIGATORS PROJECT WORK PLAN		
Retention	Once eligibility is determined, and if enrolled, client will be put on a 10-month follow-up list for re-enrollment assistance services. KCDHS will assist as able with client status confirmation, as well as with data confirmation.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal
Retention	CAPK will contact current Medi-Cal clients in Kern County to offer information and assistance regarding continued coverage for Medi-Cal Health Care /benefits.	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.
Retention	CAPK Program Specialist will provide call follow-ups, screening, Medi-Cal education and enrollments. Z11 will screen every caller for potential Medi-Cal eligibility and offer onsite education and retention services	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.
Access & Utilization	KCDHS will seek and take advantage of the opportunities that arise as made possible by insight and available resources. Here to, KCDHS will provide support with data confirmation as able.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal
Troubleshooting	Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (Data Systems, Enrollment follow-up requirements, etc.) CBO outcomes will be monitored and reported.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal
(Select One)		
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(Select One)		
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(Select One)		
(Select One)		
(Select One)		
(Select One)		
(Select One)		

**(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN**

Attachment 2

Public Health Emergency (PHE) Plan			
Section 3: On this tab, partners should list additional activities that go above and beyond the core AB74 activities as for the following phases of PHE. 1) Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information such as: name, address, phone number, and email so the county can contact beneficiaries with important information about keeping their Medi-Cal coverage. Identify specific target population(s) and the responsible entity who will implement these activities. 2) Identify activities relating to outreach and retention during the 60 days prior to PHE termination. Identify specific target population(s) and the responsible entity who will implement these activities. 3) Identify activities relating to the PHE unwind which focuses on retention. Identify specific target population(s) and the responsible entity who will implement these activities.			
Task	STRATEGIES AND ACTIVITIES What strategies/ activities v	TARGET POPULATIONS Refer to Tab 6	RESPONSIBLE ENTITY Name of county or CBO, or subcontracted entity
During PHE			
Outreach	Implement Phase 1 with the strategies below	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will encourage beneficiaries to update contact information	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will inform beneficiaries to watch for renewal packets in the mail	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK

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Attachment 2

Retention Assist	Program Educators will support community members with updating their contact information through the local DHS office	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK and DHS
Retention Assist	Program Educators will disperse messaging about the importance of Medi-Cal and how to enroll	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Information and Referral Specialist will share Medi-Cal information with every person that calls into 2-1-1	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Information and Referral Specialist will share information regarding the PHE termination and share the importance of updating their contact information	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK

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Retention	Program Specialist supports the completion of Medi-Cal applications through BenefitsCal	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Program Specialist will share information regarding the PHE termination and share the importance of updating their contact information	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Program Educators will support the re-certification of the application renewal process and updating of contact info	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Outreach	Information and Referral Specialist will follow up with all eligible parties to support their enrollment	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
(Select One)			
(Select One)			
60 Days Prior to PHE Termination			

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NAVIGATORS PROJECT WORK PLAN**

Attachment 2

Retention Assist	Implement Phase 2 with the strategies below	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Promote continuity of coverage for beneficiaries by educating eligible populations that a termination of PHE will take place	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Inform beneficiaries to watch for their renewal packets in the mail	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Encourage community members to return requested information and review/update contact information	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
(Select One)			
(Select One)			
(Select One)			
12 Month PHE Unwinding Period			

**(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN**

Attachment 2

Outreach	Continue to implement Phase 1 and Phase 2 strategies as listed above	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Outreach to the community to inform them of Medi-Cal	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Provide assistance with Medi-Cal applications and follow up with applicants	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
(Select One)			CAPK
(Select One)			

Normal Operations			
	FY 2022-23	FY 2023-24	FY 2024-25
Media Outreach	2,940,775	2,941,775	2,942,775
Direct Outreach	30,000	35,000	40,000
Application Assistance	870	900	950
Enrollment	112	122	132
Retention	17,300	17,400	17,500
Navigation			
Troubleshooting			

Focused Activities For PHE	
Direct Outreach	9,000
Application Assistance	920
Media Outreach	1,000,060
Enrollment	135
Retention	17,500
Navigation	
Troubleshooting	

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN

Attachment 2

Target Populations	
1.	Persons with Mental Health Disorders
2.	Persons with Substance Use Disorders
3.	Persons with Other Disabilities
4.	Aged Persons
5.	Homeless Persons
6.	Young People of Color
7.	Immigrants & Families of Mixed Immigration Status
8.	Persons with Limited English Proficiency
9.	Low-Wage Workers and their Families and Dependents
10.	Uninsured Children or Youth Formerly Enrolled in Medi-Cal
11.	Persons Who are in County Jail or State Prison, on State Parole, on County Probation, or Under Post Release Community Supervision

Task	Definition	Example
Enrollment	Activities for this task are for individuals encountered who were enrolled into/approved for Medi-Cal as a result of submitting their application package.	Example activities include processing/approving the Medi-Cal application or when Medi-Cal enrollment is a direct result of being educated by or receiving assistance from the Navigators Project.
Retention	Activities for this task are for individuals encountered that result in their continuation of their Medi-Cal benefits, or re-establishing eligibility within the 90 day cure period.	Example activities include processing redeterminations, change in circumstance reports, assisting individuals complete the redetermination packets and and/or submit required substantiating documentation.
Direct Outreach	Activities for this task are if the individual was directly encountered as part of the outreach activities. For purposes of this Project, "outreach" is defined as "Individuals being informed or educated about Medi-Cal Program including how to apply for and keep Medi-Cal benefits."	Example activities include community events, handing out flyers, and direct calls.
Media Outreach	Activities for this task are used if the individual was encountered through various media platforms as part of the outreach activities. For purposes of this Project, "outreach" is defined as "Individuals being informed or educated about Medi-Cal Program including how to apply for and keep Medi-Cal benefits."	Example activities include radio ads, bill board ads, and an Instagram post.
Application Assistance	Activities for this task are when an individual encountered was assisted in completing any or all parts of the Medi-Cal application package.	Example activities include filling out an application, and/or submit required substantiating documentation.
Access & utilization to health care	Activities for this task include assisting with access & utilization to health care.	Example activities include providing information about how to use Medi-Cal, explaining the difference between managed care and eligibility.
Troubleshooting	Activities are assisting with resolving any problems or issues associated with their Medi-Cal benefits and access to care.	Example activities include researching limitations or denials of care, requesting new Medi-Cal Benefits Identification Cards, and providing points of contact to resolve issues.
Assistance with Redetermination	Activities for this task are when an individual encountered was assisted in completing any or all parts of the Medi-Cal annual redetermination package prior to their redetermination date, or those same efforts during the 90 day cure period to retain.	Example activities include researching limitations or denials of care, requesting new Medi-Cal Benefits Identification Cards, and providing points of contact to resolve issues.

EXHIBIT "B"
Budget

Community Action Partnership of Kern (CAPK)	
Medi-Cal Health Navigator Project	
FY 23/24	
Line Item	Budget Amount
SALARIES	\$160,998
PAYROLL TAXES & BENEFITS	\$43,470
OPERATIONAL COSTS	\$78,485
TOTAL DIRECT COSTS	\$282,953
OVERHEAD OR INDIRECT COSTS	\$28,295
TOTAL COSTS	\$311,248

Community Action Partnership of Kern (CAPK) Medi-Cal Health Navigator Project FY 23/24	
Community Action Partnership of Kern (CAPK)	Descriptive Narratives
SALARIES	\$160,998
Salaries	Two Program Educators, 1 Program Manager, 1 Information and Referral Specialist, and 1 Program Specialist.
PAYROLL TAXES & BENEFITS	\$43,470
Benefits @ 27%	FICA/FICA-MED Expense. The benefits include employer payroll taxes and benefits @ 27% of Salaries and wages. Benefits include retirement, medical, dental, vision, workerscomp, life and accidental insurance.
OPERATIONAL COSTS	\$78,485
Mileage	The operational expenses are prorated using CAPK's allocation schedule for the occupied square footage being used for the operation of this program. Costs include space costs, rent/leases, and utilities. Additional costs include staff mileage, program supplies, outreach costs, computer & peripheral supplies, hiring costs/other, printing, consultant (to support marketing strategies and management), and client incentives (i.e. hand sanitizer key chains).
Program Supplies	
Computer & peripheral Supplies	
Rent/Leases (\$726 month); Space Costs; Utilities	
Other/Hiring Costs	
Printing	
Outreach	
Consultant	
Client Incentives	
TOTAL DIRECT COSTS	\$282,953
OVERHEAD OR INDIRECT COSTS	\$28,295
	Certified Rate 0% Fixed Rate 10%
TOTAL COSTS	\$311,248

EXHIBIT "C"

The Department of Human Services (DHS) entered into a Memorandum of Understanding with the California Department of Healthcare Services (DHCS), effective September 2, 2016, and with the California Department of Social Services (CDSS), effective May 18, 2017, regarding the protection of Personally Identifiable Information (PII) that we share with our Contractors. The definition of PII covered by these MOUs refers to "specific information about an individual used to trace that individual's identity. Information such as his/her name, Social Security number (SSN), date and place of birth, mother's maiden name or biometric records, alone, or when combined with other personal or identifying information is linkable or linked to a specific individual's medical, educational, financial, and employment information."

DHS' agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting BAAContracts@kerndhs.com. **You may not post any of the MOUs or the TSSR/NIST documents in a public place as specified by the Social Security Administration.**

Below are highlights of requirements outlined in the Agreement. This is not a comprehensive list, so please ensure you are familiar with responsibilities outlined in the Agreement relating to PII.

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to BAAContracts@kerndhs.com.
- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department's Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.
- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

The Department of Human Services is committed to protecting all PII information that is shared with Contractors and trust Contractors share in this commitment.

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3432) BAAContracts@kerndhs.com
- Senior Human Resources Manager (661-633-7373) BAAContracts@kerndhs.com

EXHIBIT "D"

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between County of Kern, by and through the Department of Human Services ("CE") and Community Action Partnership of Kern ("BA").

RECITALS

- A. CE wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
- (b) Covered Entity. "Covered Entity" or "CE" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Human Services.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) **Electronic Health Record** shall have the meaning given to such term in the

HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- (e) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164 (Subparts A and E).

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement

- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
- (d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- (e) **Business Associate's Agents.** BA shall ensure that any agents, including

subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D); 45 C.F.R. § 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).

- (f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- (g) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- (h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- (i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect

to the Protected Information.

- (j) **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- (l) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- (a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- (b) **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or

requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

4. **Indemnification**

BA agrees to indemnify, defend and hold harmless CE and CE's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by CE, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, sub-contractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of CE; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

5. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's

legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. Amendment

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE. at no cost to County, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any

ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT "E"

VENDOR ASSURANCE OF COMPLIANCE WITH
THE KERN COUNTY DEPARTMENT OF HUMAN SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT Community Action Partnership of Kern

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

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

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

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



MEMORANDUM

To: Budget & Finance Committee
Lois Hannible
From: Lois Hannible, Program Manager
Date: March 22, 2023
Subject: *Agenda Item 4e*: Contract Renewal for Continued Funding of Positive Youth Development Mentor Program– **Action Item**

CAPK Friendship House Community Center (FHCC) has the opportunity to renew the contract agreement for the Positive Youth Development Mentor Services Program with the County of Kern (County), to provide mentoring services to community youth. The contract dates are from July 1, 2023 - June 30, 2024, for a contract amount of \$70,000.

The general scope of work for the Positive Youth Development Mentor Service program is to provide one-on-one and group mentoring services, outreach, afterschool programs, learning pods, and summer program services to youth in Kern County. The work connects to CAPK's mission and Strategic Goal 2, to make sure that all families in the communities we serve have access to high quality early learning and care choices to meet their diverse needs.

Recommendation:

Staff recommends approval to move forward with the Positive Youth Development Mentor agreement and authorize the Chief Executive Officer to sign and execute the contract agreement and any amendments throughout the term of this agreement.

Attachment:

Contract Renewal Agreement for the Positive Youth Development Mentor Services Program

**AGREEMENT
FOR
POSITIVE YOUTH DEVELOPMENT SERVICES**
Independent Contractor
(COUNTY – Community Action Partnership of Kern)

THIS AGREEMENT (“**Agreement**”) is made and entered into on _____ (“**Execution Date**”), by and between the COUNTY OF KERN, a political subdivision of the State of California (“**County**”), as represented by the Department of Human Services (“**Department**”), and Community Action Partnership of Kern (CAPK), (“**Contractor**”), whose principal place of business is at 5005 Business Park North, Bakersfield, CA 93309. County/Department and Contractor are referred to individually as a “**Party**” and collectively as the “**Parties**”. CONTRACTOR’S UNIQUE ENTITY IDENTIFIER NUMBER: MH2JA4FK2WK1.

WHEREAS:

- a. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced, and competent to perform those services; and
- b. Department is the County agency responsible for administering public assistance programs and assisting participants to transition to self-sufficiency; and
- c. County desires to engage Contractor to provide said services, and Contractor, by reason of Contractor’s qualifications and experience, has offered to provide the required services on the terms set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. TERM

This Agreement shall commence on July 1, 2023 and shall remain in effect until June 30, 2024, unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall assume responsibility for providing the following services:

- A. Contractor shall provide Mentor, Outreach, Afterschool, Learning Pod, and Summer programs to at least 100 youth ages of six to eighteen years.
- B. Services will be provided in disadvantaged areas, which can include but not be limited to:
 - Friendship House Community Center in southeast Bakersfield
 - The Shafter Youth Center
- C. One-on-One, Group Mentoring and related services.

- 1) Contractor shall match children/youth with trained, caring and qualified adult role models from schools, colleges, businesses and the community within the identified areas.
- 2) Contractor shall commit its program staff and mentors to provide mentoring and outreach services for its school based and community based mentoring program. Activities include: School assemblies, community-based and after school mentoring, homework assistance, transition to middle and high school help, job preparation for older youth, extra-curricular and sport activities, education field trips, crafts, reading, music, games and activities to encourage interpersonal skill building and positive socialization skills. The mentoring services shall include at least one of the evidenced based intervention listed below.
 - One-One Mentoring Services
 - Group Mentoring
 - Individual Mentoring
 - Afterschool, Summer, Learning Pod, and Academic Tutoring
 - Case Management and Referrals
 - Cognitive Behavioral Intervention Groups
 - Enrichment Activities
 - Pre-employment/vocational training
 - Family Engagement Activities; and
- 3) Contractor shall provide four Group Mentoring Cohorts or Aggression Replacement Training (ART) sessions (12 weeks each). Contractor shall host sessions in Bakersfield at the Friendship House Community Center (FHCC) and/or community locations that are most convenient for the target population.
- 4) Contractor will provide at least three community outreach events to enroll youth for mentoring and after school programs.
- 5) Contractor shall maintain a sufficient ratio of mentors, professional and non-professional administrative staff to provide youth development program services to at least 100 youth living in disadvantaged areas of Kern County, including but not limited to the city of Shafter and southeast Bakersfield.
- 6) Youth will be identified and referred by Department, schools, families, community organizations, etc.
- 7) Contractor shall disseminate program information, parental consent forms, and parental consent to release forms to students at designated schools and at outreach events.

- 8) Parent(s) or Guardian provide informed permission for their child to participate and agree in writing to a one-year minimum commitment for the mentoring relationship.
 - 9) Parent/Guardian and mentee's signed agreement is for the mentee to participate in one-on-one meetings with their mentor once a week for one hour for a total of four or more hours per month.
 - 10) Contractor's staff will additionally engage participants via school, phone, home visit, email or social media to ensure effective and consistent communication.
 - 11) Contractor shall provide On-Call mentoring for clients being served when needed.
 - 12) Contractor shall provide resources and/or referrals to the families of participating mentees.
- D. Contractor shall ensure that all mentors, volunteers and staff, prior to being authorized to work with children/youth, are checked against the Megan's Law Database that lists registered sex offenders in California.
 - E. Contractor shall ensure that staff assigned to provide mentoring services must pass a DOJ, FBI and Child Abuse Central Index clearance background check.
 - F. Contractor's staff will complete and sign a Consent and Release form for "Live Scanning" and background check to be completed through the California State Department of Justice ("DOJ"). Contractor shall pay for such background investigations for mentors performing services under this Agreement.
 - G. Contractor shall accept as youth mentors only those individuals whose background investigation report from the California State Department of Justice ("DOJ") contains a response of "NO RECORD".
 - H. Contractor shall provide Department with a list of individuals with DOJ clearance monthly. The list shall be submitted with the monthly invoice to the Department.
 - I. No Mentee shall be placed with a mentor that has not cleared background investigation per sections 2.C, D, E, and F.
 - J. Contractor shall provide training, orientation and oversight of volunteer mentors and staff which shall include confidentiality training.
 - K. Contractor shall maintain an office located in the metropolitan Bakersfield area with close proximity to public transportation. The office will provide space for group and private mentoring, tutoring sessions, workshops, adequate reception area, etc.
 - L. Contractor shall maintain a sufficient ration of professional, non-professional and administrative staff to meet service needs.

- M. Contractor shall maintain a “safe place” environment to encourage participants to share concerns, needs and insecurities without fear of being judged or rejected.
- N. Contractor shall provide bi-lingual services (English and Spanish) which includes verbal and written communication.
- O. All services shall be provide to participants free of charge or obligation.
- P. Surveys
 - 1) Contractor shall secure a mentoring services evaluation survey regarding the mentoring relationship experience from each mentee. Surveys shall be secured as follows:
 - A pre-mentoring survey when a mentee is matched with a mentor
 - A post-mentoring survey at the conclusion of mentor services
 - Survey shall be in a format agreed upon by the Contractor and Department

Q. Reporting Responsibilities

- 1) Contractor shall provide Department with Contractor’s Mentor recruitment procedure within 30 days of the execution of this Agreement.
- 2) Contractor shall provide Department with a list of mentors that have cleared background investigation as described in Sections 2.C, D, E, and F, with the monthly invoice.
- 3) Contractor shall, upon request, provide Department with reports describing success stories of mentee participants. Reports are due within two weeks of Department’s request.
- 4) Contractor shall provide Department, monthly, with a contact list including name, telephone number and assignment for each staff member providing services to the contract with monthly invoice.
- 5) Contractor shall provide Department with monthly Mentoring Reports for mentees by the 25th calendar day of the month following the month in which services were rendered, in a format agreed upon by both Contractor and Department. Mentoring reports can be included with the monthly invoice.
- 6) Contractor shall provide Department with a final project report no later than 60 days from the termination or expiration of this Agreement. Report shall provide detailed tracking of mentee outcomes.

3. PERFORMANCE MEASURES

- A. A minimum of 100 youth will receive comprehensive mentoring services as a part of this Agreement.
- B. 100% of participants who sign a one-on-one mentoring agreement shall be assigned a Mentor/Mentee match within five business days of signing agreement.

- C. A minimum of 50% of mentees who sign a one-on-one mentoring agreement shall complete their individual Mentoring Plan.
- D. A minimum of 75% of overall results on mentoring satisfaction surveys shall be rated average or above.
- E. A minimum of 60% of participants will exhibit an academic improvement in school.
- F. A minimum of 60% of participants will demonstrate improved relationship at home and in school.
- G. 100% of participants will be served using evidence-based best practices.
- H. 100% of students will have a Mentoring Service Plan (designated around cognitive behavioral needs) and will be reviewed every 30 days.

4. TRACKING OF REFERRAL

- A. All mentoring referrals shall be recorded in Contractor’s database within five business days of receipt of referral.
- B. All mentor/mentee contact, visits, interactions shall be recorded in Contractor’s database within five business days of receipt of mentoring contact, visit, and interaction reports.
- C. No shows and non-participation shall be recorded in the Contractor’s database within five business days of discovery.
- D. Documentation of referred mentees that do not elect to participate in mentoring will be noted “declined” on the monthly report.

5. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following:

- A. Disseminate information pertaining to the Comprehensive Youth mentoring Services program to its staff in the form of informational emails and promotional information provided by Contractor.
- B. Refer identified youth to Contractor for services as needed.
- C. Provide a designated contact for the Contractor. Designated contact will coordinate referrals to the Contractor and be the Contractor’s primary contact for services issues.

6. COMPENSATION

County shall reimburse Contractor for all necessary and reasonable costs incurred on behalf of County in an amount not to exceed \$70,000 for the term of the Agreement as set

forth in **Exhibit “A”**. No additional compensation will be paid. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

7. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

Contractor shall submit monthly to Department an invoice for reimbursement of allowable expenditures for the previous month. Costs claimed under this Agreement are subject to the following federal publications (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/):

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements

A. All invoices shall be submitted in a form approved by Department and shall include:

- 1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. Supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.
- 2) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County’s rates which are in effect at the time the expense(s) is/are incurred.
- 3) Copies of invoices submitted to Contractor from subcontractors.
- 4) Invoices shall be sent to the following attention:

Fiscal Support Supervisor
Accounts Payable Unit
Kern County Department of Human Services
PO Box 511
Bakersfield, CA 93302

Contractor shall adjust from its billings to Department all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. Contractor accepts fiscal responsibility for any future audit findings resulting from Contractor’s billings under this Agreement. Contractor shall refund County for all costs related to this Agreement which are disallowed by the California Department of Social Services (“**CDSS**”) as a result of audit findings or insufficient funds available from the State.

Contractor shall comply with all audit exceptions by appropriate federal, State and County audit agencies as prescribed by the auditing agency, and provide all required audit documentation to Department pertaining to the services required by this Agreement.

Invoices shall be sent to Department’s Accounts Payable Unit for processing by the 25th calendar day of the month following the month in which services were rendered. Payment will be made to Contractor within 30 days of receipt and approval of each complete invoice by Department.

- B. Department reserves the right to withhold payment if Contractor falls behind schedule or submits substandard work.
- C. Final invoices must be received by Department no later than 45 days following termination of this Agreement.
- D. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget categories or the addition of a budget category cannot be approved without prior submission of a revised budget by Contractor and prior written approval by Department.

8. REPRESENTATIONS

Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. Contractor has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and
- B. Contractor does not have any actual or potential interests adverse to County, nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

9. ASSIGNMENT

Contractor shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written approval of County.

10. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

11. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify,

defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

12. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County and County's agents, Board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

13. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The Contractor shall promptly deliver the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

B. Workers' Compensation and Employers Liability Insurance Requirement. In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

C. Liability Insurance Requirements:

- 1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence.
 - c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph B. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- 3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - 4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.**
- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- F. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- H. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- I. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled

or reduced in coverage or in limits except after 10 days written notice by Contractor in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

14. EVALUATION

Services to be provided by Contractor shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Contractor. Contractor shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

Deficiencies that may be subject to non-payment of future invoices by County shall include:

- A. Failure to notify Department and receive prior written approval for any changes to Program delivery within 15 days of change for:
 - 1) Change in assigned program staff.
 - 2) Change in program or service hours and days.
 - 3) Change in program or service locations and access for participants.
- B. Failure to notify Department for written approval prior to any changes to delivery of program services. As designated in the contract.
- C. Failure to request, in writing, and receive written pre-approval from County for changes to, or the addition of line items in, the approved budget.
- D. Failure to provide written assurance of required civil rights training as detailed in **Section 33**, below.
- E. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

15. CONTRACT DISPUTE

Should a dispute arise between Contractor and County relating to performance under this Agreement, Contractor will, prior to exercising any other remedy which may be available, provide County with written notice of the particulars of the dispute within 30 calendar days of the dispute. County will meet with Contractor, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to Contractor. County will provide a written response to Contractor within 30 days of receipt of Contractor's written notice.

16. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 calendar days prior written notice to the other Party. In the event this Agreement is terminated by either Contractor or County, and if so requested by County, Contractor shall submit to County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. In the event of termination of this Agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

17. NON-APPROPRIATION

County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given 30 days written notice in the event that such an action is required by County.

18. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Contractor shall be addressed as follows:

Community Action Partnership of Kern
Jeremy T. Tobias, CEO
5005 Business Park North
Bakersfield, CA 93309

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

19. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of County, and if so requested by County, shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

20. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

21. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

22. AUTHORITY TO BIND COUNTY

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

23. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

24. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

25. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

26. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue

to survive.

- A. During the term of this Agreement, Parties may receive or create certain confidential health or medical information (“Protected Health Information” or “PHI”). This PHI is subject to protection under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PHI the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties’ subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.
- B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with the HITECH Act, and applicable HIPAA Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days’ notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) the Parties become aware that the Parties or any of the Parties’ subcontractors or agents discloses PHI in a manner that is not authorized by the Parties or by applicable law.
- E. During the term of this Agreement, the contractor agrees to abide by the Information Exchange Agreement between the Social Security Administration (“SSA”) and the California Department of Health Care Services “DHCS”), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements (“TSSR”), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the Contractor agrees not to post these documents in a public viewing area including any public Internet site.** Contractor agrees to abide by all relevant requirements in the National Institute of Standards and Technology (“NIST”) Special Publications (“SP”) 800-122 and 800-

53 (<https://www.nist.gov/>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personally Identifiable Information (“PII”).

CONTRACTOR RESPONSIBILITIES

- 1) Contractor will provide a list of all employees who will have access to SSA data to the County prior to County giving Contractor access to such data. See **Exhibit “B”**.
- 2) Contractor and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the Contractor. Contractor will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Contractor will provide proof of such training to the Department as required by the MOUs.
- 3) Contractor agrees to allow the County to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA’s requirements:
 - a) Safeguards for sensitive information;
 - b) Technological safeguards on computer(s) that have access to SSA-provided information;
 - c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
 - d) Continuous monitoring of the Contractor’s or agent’s network and infrastructure and assets.
 - e) Compliance with all applicable TSSR and NIST guidelines.
- 4) Contractor will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.
- 5) Contractor agrees no PII or PHI record will be stored outside the Contractor’s information system without approval by County. Contractor will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard (“FIPS”) 199 security category of the information recorded on the media. Contractor will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- 6) Contractor is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Contractor will work with County on alternate methods to receive any PII/PHI documents.

- 7) Contractor is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "B"**.
- 8) Contractor will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Contractor will track, document, and verify media sanitization actions.
- 9) Contractor and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

COUNTY RESPONSIBILITIES

- 1) County will provide Contractor with training materials which the Contractor will use to assist in completing their initial and annual training. See **Exhibit "B"** for access instructions.
- 2) County will provide Contractor access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "B"** for access instructions.
- 3) County will maintain records of all Contractor's and employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.
- 4) If necessary, County will request records for evidentiary purposes when needed from the Contractor.
- 5) County agrees to provide a copy of their Breach Reporting Incident Policy to the Contractor along with contact names and telephone numbers for all County Privacy Officers.

27. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

28. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, such portions, or provisions shall be deemed severable and shall not be affected thereby, provided remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

29. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

30. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

32. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. Contractor will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21, including but not limited to, Section 21-117 Staff Development and Training. A copy of CDSS Manual of Policies and Procedures, Chapter 21 can be found at: [3CFCMAN.doc \(ca.gov\)](#).

Contractor understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event County is subject to any fiscal sanction or other legal remedies as a result of Contractor's failure to comply with the requirements of this section, Contractor shall indemnify and hold harmless County from any such fiscal sanction or other legal remedy imposed against County as provided in the indemnification provisions of this Agreement. Contractor shall participate in and pay County's costs incurred in County's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

Contractor acknowledges that the County, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, (**Exhibit "C"**). By signing this Agreement, Contractor, as a recipient of such funding through the County, shall be equally bound to comply with each and every requirement set forth therein.

34. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel, or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of **not less than five years** from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

35. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 2. Have not within a three (3) year period preceding this 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; and
 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 (1)(b) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

36. CAPITAL ASSET EQUIPMENT

- A. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used by Contractor, said equipment, shall remain with and continue to be used by Contractor subject to DHS's written consent.
- B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements,

machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

- C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- D. Contractor shall maintain an inventory list of tangible capital assets at \$5,000 or more and intangible (Equipment Inventory valued between \$1,000 and \$4,999. Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of \$1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to:

DHSContracts@kerndhs.com

A cumulative inventory of all property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose.

Contractor shall record the following information when property is acquired:

1. Date acquired on site.
2. Item description (include model number).
3. Tag number or other tag identifier.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Location
7. Condition

37. LOBBYING CERTIFICATION

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge

and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

38. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments or considerations related to the provision of services under this Agreement.

39. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

40. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

41. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____

By _____
Chairman, Board of Supervisors
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: _____

By _____
Jeremy Tobias, CEO
"Contractor"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: _____

By _____
Lito Morillo, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: _____

By _____
Bryan Walters, Deputy County Counsel

EXHIBIT "A"
Budget Placeholder

EXHIBIT "B" Confidentiality

The Department of Human Services (DHS) entered into a Memorandum of Understanding with the California Department of Healthcare Services (DHCS), effective September 2, 2016, and with the California Department of Social Services (CDSS), effective May 18, 2017, regarding the protection of Personally Identifiable Information (PII) that we share with our Contractors. The definition of PII covered by these MOUs refers to "specific information about an individual used to trace that individual's identity. Information such as his/her name, Social Security number (SSN), date and place of birth, mother's maiden name or biometric records, alone, or when combined with other personal of identifying information is linkable or linked to a specific individual's medical, educational, financial, and employment information."

DHS' agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting BAAContracts@kerndhs.com. **You may not post any of the MOUs or the TSSR/NIST documents in a public place as specified by the Social Security Administration.**

Below are highlights of requirements outlined in the Agreement. This is not a comprehensive list, so please ensure you are familiar with responsibilities outlined in the Agreement relating to PII.

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to BAAContracts@kerndhs.com.
- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department's Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.
- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

The Department of Human Services is committed to protecting all PII information that is shared with Contractors and trust Contractors share in this commitment.

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3432) BAAContracts@kerndhs.com
- Senior Human Resources Manager (661-633-7373) BAAContracts@kerndhs.com

EXHIBIT "C"
Nondiscrimination

VENDOR ASSURANCE OF COMPLIANCE WITH
THE KERN COUNTY DEPARTMENT OF HUMAN SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED
PROGRAMS

NAME OF VENDOR/RECIPIENT COMMUNITY ACTION PARTNERSHIP OF KERN

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

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

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

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



MEMORANDUM

To: Budget and Finance Committee

From: Jerry Meade, Assistant Director ~ Program

Date: March 22, 2023

Subject: *Agenda item 4f:* Funding Increase Request for a Cost-of-Living (COLA) Adjustment and Quality Improvement Funding – **Action Item**

The Head Start & State Child Development program is requesting approval to submit a Cost-of-Living Adjustment (COLA) and Quality Improvement funding (QI) funding application. Through the Consolidated Appropriations Act, 2023 programs funded under the Head Start Act will receive a 5.6% COLA from the Office of Head Start. Additionally, CAPK will receive QI funding proportionate to their federal funded enrollment. Each grantee must apply for a COLA and QI funding for the FY 2023 fiscal year.

The COLA and QI applications will request the following funding amounts as indicated in the funding guidance received from Office of Head Start, Region IX and is subject to the provision of Section 653 and 640(j) of the Head Start Act. The primary intent of these funds will be used to permanently increase staff salaries and EHS Child Care Partnership contracts by 5.6 percent. QI funding will support pay-rate increases to resolve pay equity concerns and increase wages for direct services positions as deemed necessary by recent wage comparability study. Remaining funds will we used to offset costs to fringe benefits. Once the funding award is received, adjustments will be made to the CAPK Compensation Schedule. Upon receipt of the notice of Award, staff will receive a retroactive payment back to March 1, 2023. The funding amount are as follows:

- Head Start/Early Head Start COLA - \$2,013,045
- Head Start/Early Head Start QI- \$701,069

In consultation with Finance, this proposal includes a budget detail. The COLA and QI funding will be implemented upon approval and will be effective as of the beginning of the 2023-2024 fiscal year.

Recommendation

Staff recommends the Budget and Finance Committee approves with resolution the submission of the HS/EHS Cost of Living Adjustment and Quality Improvement funding applications; changes to the CAPK Compensation Schedule; and authorize the Chief Executive Officer to execute amendments to Child Care Partnership contracts as revised.

Attachments:

HS/EHS COLA QI Budget Detail – 2023
Resolution #2023-04

HEAD START & EARLY HEAD START

FY2023 COLA & Quality Improvement

2023-2024 Budget Detail

Category/ Line Item	2023-24 APPROVED	2023-24 PROJECTED COLA & QI	VARIANCE	COMMENTS
PERSONNEL	\$ 19,022,977	\$ 20,799,880	\$ 1,776,903	5.6% Increase and QI funding for Head Start Personnel
FRINGE BENEFITS	\$ 6,664,015	\$ 7,279,958	\$ 615,943	Increased Fringe
TRAVEL	\$ 86,096	\$ 86,096	\$ -	
EQUIPMENT	\$ -	\$ -	\$ -	
SUPPLIES	\$ 1,630,692	\$ 1,630,692	\$ -	
CONTRACTUAL	\$ 1,164,293	\$ 1,214,149	\$ 49,856	5.6% COLA CCP Contracts
CONSTRUCTION	\$ -	\$ -	\$ -	
OTHER	\$ 4,679,354	\$ 4,679,354	\$ -	
INDIRECT	\$ 3,221,342	\$ 3,492,753	\$ 271,411	Increased Indirect
TOTAL	\$ 36,468,769	\$ 39,182,883	\$ 2,714,114	



RESOLUTION # 2023-04

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Funding Increase Request for the Head Start and State Child Development Division

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on March 29, 2023 in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964, and is the federally designated community action agency serving the low-income, elderly and disadvantaged residents of Kern County; and

WHEREAS, CAPK is charged with the responsibility of continuing the battle to alleviate poverty in Kern County by developing and implementing creative and innovative programs, and has adopted the philosophical position of “Helping People, Changing Lives” in its quest to assist people in need, and families with minimal or no resources; and

WHEREAS, the Head Start and State Child Development Division is requesting a Funding Increase Request for a Cost of Living Adjustment and Quality Improvement for grant #09CH011132 by **\$2,714,114**; and

WHEREAS, the Head Start and State Child Development Division is requesting a permanent increase to Head Start Staff within the CAPK Compensation Schedule and amend Child Care Partnership contracts by 5.6 percent and will provide retroactive payments back to March 1, 2023; and

WHEREAS, the Office of Head Start requires that an authorized signatory be named for each contract; and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the submission of Funding Increase Request for the Head Start and State Child Development Division; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to act on behalf of the Board as CAPK’s representative signatory with regard to the submission of a Cost-of-Living Adjustment and Quality Improvement application for grant #09CH011132; and execute amended Child Care Partnership contracts.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 29th day of March 2023.

Fred Plane, Chair
CAPK Board of Directors

Date



MEMORANDUM

To: Budget and Finance Committee

Tracy Webster

From: Tracy Webster, Chief Financial Officer

Date: March 22, 2023

Subject: *Agenda item 4g: Goal 6 Strategic Plan 2021-2025 Update – Info Item*

Strategic Plan Goal 6 states, “Increase fiscal health and stability of the agency to properly align resources to support clients and build capacity staff.”

The Goal 6 team has been meeting regularly to discuss the key items of Goal 6 and record progress on the described activities and indicators. The Goal 6 team continues to discuss in depth the goals and sub-goals. Furthermore, the team has outlined the action required to achieve 100% satisfaction of the goals.

Key accomplishments for Goal 6 are:

- The Finance Department continues to generate indirect funds from existing programming and develops baseline and projected targets by program.
- The Finance Team continues to collaborate with Foundation to develop fundraising plans, informed by most pressing program/operational funding needs through case for support and fundraising tools.
 - The Foundation banking and accounting systems have been fully established and donations have begun to filter through the Foundation.
 - The CAPK Foundation’s Director has developed a fundraising plan, is cultivating donors, prospecting, stewardship for long term support and working on Board development.
- Finance is currently in the build out phase with Sage Intacct. We expect to be in the test phase with the software in April and May. The projected date for “go live” is June 1, 2023.

Attachment:

Goal 6 Action Plan

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
OBJECTIVES I LEAD						
	6.1 Ensure adequate staffing for successful implementation and fiscal decision making.	Tracy Webster	10/01/21 12/31/25	Percent Complete	50%	On Target As of 02/27/23
	6.2 Grow unrestricted funding capacity.	Tracy Webster	10/01/21 12/31/25	Percent Complete	80%	On Target As of 02/27/23
	6.3 Enhance agency administrative and operational infrastructure.	Tracy Webster	10/01/21 12/31/25	Percent Complete	67%	On Target As of 02/27/23
MY ITEMS						
	6.2.2 Work with the CAPK Foundation to broaden the fundraising scope to support internal programs and cultivate new partnerships.	Tracy Webster	10/01/21 12/31/23	100% Percent Complete	60%	On Target As of 02/27/23
	6.2.2.1 Collaborate with Foundation to develop fundraising plans, informed by most pressing program/operational funding needs through case for support and fundraising tools.	Tracy Webster	10/01/21 12/31/23	100% Percent Complete	60%	On Target As of 02/27/23
	6.2.2.2 Developing a relationship development plan, including donor cultivation, prospecting, and stewardship for long-term support.	Tracy Webster	10/01/21 12/31/23	100% Percent Complete	40%	Off Target As of 02/27/23

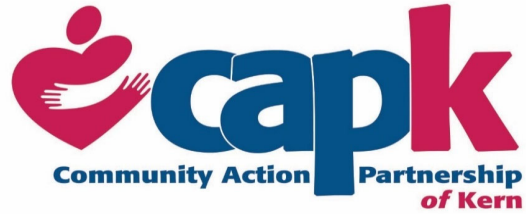
TRACY WEBSTER: ACTION PLAN - CASCADE VIEW

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
6 Fiscal Health and Stability						
	6.1 Ensure adequate staffing for successful implementation and fiscal decision making.	Tracy Webster	10/01/21 12/31/25	Percent Complete	50%	On Target As of 02/27/23
	6.1.1 Advance implementation of position control to align staff hiring with strategic needs and financial resources of the organization and ensure effective workforce management.		10/01/21 12/31/25	Percent Complete	40%	On Target As of 12/19/22
	6.1.2 Enhance functionality and implementation of a human capital management platform to support workforce planning and management.		01/01/23 12/31/23	100% Percent Complete	50%	On Target As of 02/27/23
	6.2 Grow unrestricted funding capacity.	Tracy Webster	10/01/21 12/31/25	Percent Complete	80%	On Target As of 02/27/23
	6.2.2 Work with the CAPK Foundation to broaden the fundraising scope to support internal programs and cultivate new partnerships.	Tracy Webster	10/01/21 12/31/23	100% Percent Complete	60%	On Target As of 02/27/23
	6.2.2.1 Collaborate with Foundation to develop fundraising plans, informed by most pressing program/operational funding needs through case for support and fundraising tools.	Tracy Webster	10/01/21 12/31/23	100% Percent Complete	60%	On Target As of 02/27/23
	6.2.2.2 Developing a relationship development plan, including donor cultivation, prospecting, and stewardship for long-term support.	Tracy Webster	10/01/21 12/31/23	100% Percent Complete	40%	Off Target As of 02/27/23
	6.3 Enhance agency administrative and operational infrastructure.	Tracy Webster	10/01/21 12/31/25	Percent Complete	67%	On Target As of 02/27/23
	6.3.1 Create an alignment of a deferred maintenance program among the finance and operations department.		01/01/23 12/31/23	100% Percent Complete	20%	On Target As of 02/27/23
	6.3.1.1 Publish deferred maintenance plan reflecting CAPK sites and schedule of maintenance.		01/01/23 12/31/23	100% Percent Complete	20%	On Target As of 02/27/23
	6.3.2 To support Goal 5, expand the information and technology department to support current and future needs.		01/01/23 12/31/23	100% Percent Complete	60%	On Target As of 02/27/23
	6.3.2.1 Contract IT needs assessment and develop an implementation plan in alignment with the agency budget.		01/01/23 12/31/23	100% Percent Complete	100%	Achieved As of 02/27/23

6.3.3 Explore accounting software with the ability to collaborate using a business management solution with automated workflows, compliance, and audit trails.	01/01/23 12/31/23	100% Percent Complete	100%	<div style="background-color: #00c853; color: white; padding: 2px 5px; border-radius: 4px; display: inline-block;">Achieved</div> <small>As of 02/27/23</small>
6.3.3.1 Evaluate accounting software and select software that meets the agency's current and future needs.	01/01/23 12/31/23	100% Percent Complete	100%	<div style="background-color: #00c853; color: white; padding: 2px 5px; border-radius: 4px; display: inline-block;">Achieved</div> <small>As of 02/27/23</small>

TRACY WEBSTER: ACTION PLAN - ITEMS I'M CONTRIBUTING TO

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
	6.1.1 Advance implementation of position control to align staff hiring with strategic needs and financial resources of the organization and ensure effective workforce management.		10/01/21 12/31/25	Percent Complete	40%	<div data-bbox="1764 292 1911 332" style="background-color: #00c853; color: white; padding: 2px 5px; border-radius: 10px; display: inline-block;">On Target</div> <small>As of 12/19/22</small>



BUDGET AND FINANCE COMMITTEE

MARCH 22, 2023

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	22VITAA0297	10/01/21 - 09/30/22	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,530,496 1,756,701	93.569	22F - 5015 23F - 4015	01/01/22 - 12/31/22 01/01/23 - 12/31/23	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

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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
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
LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)	537,098	93.499	21Z-9556	04/01/22 - 08/31/23	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 8,241 677,192	93.575	CCTR - 1057 CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 138,128 5,643,428	93.575	CMAP - 1000 CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	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 C	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
EFAP REACH AND RESILIENCY	96,159	10.568	15 - MOU - 00118	06/13/22 - 06/30/24	105-103	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

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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
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
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182			131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
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 1,212,423	21.027		4/1/2022 - 6/30/2022 7/1/2022 - 6/30/2023	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
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)	398,229	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)	4,101,059 4,277,247	10.557	19 - 10139 22 - 10236	10/01/21 - 09/30/22 10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	425,000	93.185	00-FE-3400-01-00	05/01/22 - 07/30/22	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
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
HUD COMMUNITY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBAN HOUSING AND DEVELOPMENT
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
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)

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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
CITY OF BAKERSFIELD CALVIP	578,731	N/A	2022-199	9/21/22-12/31/25	247	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, CITY OF BAKERSFIELD
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 23,809,862		CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,802,254 3,043,423		CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,577,394 7,153,992		CSPP - 1123 CSPP - 2120	07/01/21 - 06/30/22 07/01/22 - 06/30/23	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	273,427 273,318		CMIG - 1004 CMIG - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	40,079 40,079		CMSS - 1004 CMSS - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	1,466,598		21T-1015	12/01/21 - 06/30/23	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

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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
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
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
UNITED WAY STANISLAUS - CES	123,161 402,525			03/01/22 - 06/30/22 07/01/22 - 06/30/23	292	STATE OF CALIFORNIA, HOUSING HOMELESS ASSISTANCE AND PREVENTION, UNITED WAY OF STANISLAUS COUNTY
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
SIERRA AFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT

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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
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
FRIENDSHIP HOUSE - ALBERTSONS STEM	4,868				531-266	ALBERTSONS COMPANIES FOUNDATION
211 LA County	10,000 15,000		N/A	11/01/22 - 06/30/23 07/01/23 - 06/30/24	536-230	CALIFORNIA 211 PROVIDERS NETWORK
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
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A		423	FEEDING AMERICA SERVICE INSIGHTS
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
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

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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	
108	Early Head Start	X					
109	Head Start	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					
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				
422	Feeding America Senior Hunger		X				
423	Feeding America Service Insights		X				
475	Wonderful Company Food Bank Expansion		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				
505	Food Bank - Expansion		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			
124	Low Income Home Water Assistance			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>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
286	First 5 Oasis Family Resource Center				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
534	Oasis Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				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>Homeless Services</u>						
141	ESG CARES Act Homeless Services				X		
142	County of Kern LBNC - Safe Camping				X		
160	HUD Coordinated Entry System				X		
275	County of Kern LBNC				X		
276	BKRHC HHAP				X		
278	City of Bakersfield HHAP				X		
292	United Way Stanislaus CES				X		
550	CalAIM Homeless Prevention Services				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>						
164	Cal Fresh				X		
186	2-1-1 Hospital Preparedness Program				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		
	<u>Other</u>						
151	ASTHO Vaccine Equity				X		
205	BCSD Community School Partnership Program				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				
07/31/22	n/a				
08/31/22	n/a				
09/30/22	n/a				
10/31/22	n/a				
11/30/22	n/a				
12/31/22	n/a				
01/31/23	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 for a maximum of \$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	4.13%
04/01/22 - 6/30/22	90 days	\$ 221.16	5.35%
07/01/22 - 9/30/22	90 days	\$ 718.75	6.83%
10/01/22 - 12/31/22	90 days	\$ 223.61	8.15%

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 JANUARY 31, 2023**

PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(237,923.91)
HEAD START/EARLY HEAD START	(526,762.94)
SUBTOTAL	(764,686.85)
GENERAL CHILD CARE	667,978.42
MIGRANT A/P	3,891,798.05
MIGRANT CHILD CARE	99,782.59
MIGRANT SPECIALIZED SERVICES	(7,531.25)
SAN JOAQUIN COE GENERAL CHILD CARE	14,196.10
STATE PRESCHOOL	1,628,423.08
SUBTOTAL	6,294,646.99
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(136,764.55)
EF&S	92,678.68
EFAP	(36,593.66)
FEEDING AMERICA SENIOR HUNGER	29.54
FEEDING AMERICA SERVICE INSIGHTS	99,047.82
FOOD BANK	(404,129.48)
FOOD BANK EXPANSION	(150,560.98)
FOOD BANK CAPACITY PROGRAM	1,756,815.58
FOOD BANK - STATE	(19,609.88)
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	2,585,989.36
WONDERFUL FOUNDATION	114,981.27
SUBTOTAL	3,920,335.01
ENERGY	(141,142.78)
DOE WAP	0.00
LIHEAP	(2,438,989.52)
LIWHAP	(20,181.69)
PG&E	17,359.01
DAP (Disgorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	2,582,954.85
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	383,669.19
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(79,962.99)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(10,376.27)
CALAIM HOMELESS PREVENTION SERVICES	93,494.05
CAL FRESH	(13,308.56)
CALEITC	(108,293.80)
CAPK FOUNDATION	(40,387.54)
COST POOLS	57,787.15
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(557,651.49)
CSBG	(147,526.20)
CSBG CARES	(64.13)
CSBG - DISCRETIONARY	(31,000.01)
DIFFERENTIAL RESPONSE	(42,937.18)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,016,371.72
EAST KERN FAMILY RESOURCE CENTER	13,606.09
ESG CARES ACT HOMELESS SERVICES	(466,266.16)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(94,449.74)
ESG COORDINATED ENTRY SERVICE - COVID19	(13,262.22)
ASTHO VACCINE EQUITY	123,016.01
FIRST 5 KERN 211	(27,471.65)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(32,294.82)
FIRST 5 HELP ME GROW	(17,386.31)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(58,705.97)
FRIENDSHIP HOUSE	15,052.00
FUNDRAISING	275,059.44
GENERAL FUND	86,179.20
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(5,739.21)
HOME VISIT INITIATIVE (CO OF KERN)	(327,292.61)
CITY OF BAKERSFIELD HHAP	(609.14)
HOUSING FOR THE HARVEST STATE	3.02
HUD-COORDINATED ENTRY SYSTEM	(98,024.04)
COUNTY OF KERN - 211	(24.01)
INDIRECT FUND	439,486.98
IRS - VITA	(62,224.89)
TAX ASSISTANCE	32,625.20
M ST NAVIGATION CENTER	38,601.55
NEOPB CAL FRESH HEALTHY LIVING	(206,610.58)
POSITIVE YOUTH DEV SVC	(5,947.52)
POSITIVE YOUTH M	(74,370.19)
SHAFTER YOUTH CENTER	54,045.53
OASIS FAMILY RESOURCE CENTER	14,262.72
SIERRA FOUNDATION - ASTHMA MITIGATION	96,349.12
UNITED WAY 211	981.55
UW STANISLAUS CES	(60,711.23)
WELLS FARGO FOUNDATION	66,981.80
WIC	(960,403.62)
LESS: ENERGY NEGATIVE BALANCE	(2,582,954.85)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	(317,635.91)
TOTAL OPERATING CASH	9,134,659.24

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
January 31, 2023**

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

**OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976**

BANK BALANCE AT	01/31/23		9,775,305.21
LESS: OUTSTANDING CHECKS		635,032.35	
ADJUSTED BANK BALANCE AT	01/31/23		9,140,272.86
GENERAL LEDGER BALANCE AT	12/31/22		14,483,816.97
ADD: DEPOSITS		1,286,589.84	
US TREAS DRAWDOWNS		170,996.37	
FUNDS FROM OTHER GRANTS		1,747,090.99	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
ADP /HEALTH EQUITY REFUND		433.90	
REIMBURSEMENT OF ALTERED PAYEE		-	
LESS: CHECKS		2,723,972.24	
ADP PAYROLL 1/13/23		1,632,576.18	
ADP PAYROLL 1/27/23		1,619,717.54	
EFTS FOR HRA/HSA/ STD/403B		300,801.83	
REC LOAN PRINCIPAL/INT EXPENSES		23,790.70	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		24,469.35	
BANK FEES		-	
ACH VOUCHERS		2,223,327.37	
GENERAL LEDGER BALANCE AT	01/31/23		9,140,272.86

DIFFERENCE: -

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/23/2023
APPROVED BY: *Macy Webster* TITLE: Chief Financial Officer DATE: Feb 23, 2023

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2023

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


ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	01/31/23	1,050,077.49
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	01/31/23	1,050,077.49

BALANCE PER G/L	12/31/22	1,049,453.39
ADD: DEPOSITS		0.00
INTEREST		624.10
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	01/31/23	1,050,077.49

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: 02/14/23
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Feb 14, 2023

COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT**
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2023


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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	01/31/23	439,345.64
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	01/31/23	439,345.64

BALANCE PER G/L	12/31/22	170.54
ADD:		
DEPOSITS		439,175.00
INTEREST		0.10
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	01/31/23	439,345.64

* 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: 02/14/23
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Feb 14, 2023

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2023


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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	01/31/23	57,961.86
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE	01/31/23	57,961.86

BALANCE PER GENERAL LEDGER	12/31/22	51,672.24
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00
ONLINE DONATIONS		6,654.15
PAYPAL DEPOSIT		0.00
INTEREST		33.71
LESS: APPLIED MERCHANT DEBITS		0.00
CLIENT ANALYSIS SERVICE CHARGE		17.45
BANKCARD FEES		380.79
CASH CONCENTRATION FEE		0.00
FUND TRANSFER TO GENERAL FUND		0.00
		0.00
BALANCE PER GENERAL LEDGER:	01/31/23	57,961.86

* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing. Difference: 0.00
 ** 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.

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/21/23
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Feb 21, 2023

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2023

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	01/31/23	4,677.85
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	01/31/23	4,677.85
<hr/>		
BALANCE PER G/L	12/31/22	4,675.07
ADD:		
DEPOSITS		0.00
INTEREST		2.78
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	01/31/23	4,677.85
		DIFFERENCE: 0.00

PREPARED BY: N. IBARRA TITLE: Accountant DATE: 02/15/23
 APPROVED BY: *Nancy Webster* TITLE: Chief Financial Officer DATE: Feb 15, 2023

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2023

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	01/31/23	35,170.79
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	01/31/23	35,170.79

BALANCE PER G/L	12/31/22	35,149.89
ADD:		
DEPOSITS		0.00
INTEREST		20.90
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	01/31/23	35,170.79
------------------------	-----------------	------------------

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/15/23
 APPROVED BY: *Amy Webster* TITLE: Chief Financial Officer DATE: Feb 15, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED January 1, 2023 - January 31, 2023**

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	574.62
Gloria Barbero	Administrator - EHS San Joaquin	122.00
Yolanda Gonzales	Director of Head Start/State Child Development Programs	3,832.00
Freddy Hernandez	Director of Youth and Community Services	997.29
Louis Gill	Chief Program Officer	-
Lisa McGranahan	Director of Human Resources	570.39
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	514.09
Pritika Ram	Chief Business Development Officer	560.68
Jeremy Tobias	Chief Executive Officer	1,437.93
Emilio Wagner	Director of Operations	1,413.94
Tracy Webster	Chief Financial Officer	2,301.32
Rebecca Moreno	Director of Community Development	27.80
Susana Magana	Director of Nutrition Services	865.14
	Total	\$ 13,217.20



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

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

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Catherine Anspach	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/13/2023	1/16/2023	Links For Life		_____	_____	320.00
Registration for Love Links Luncheon (4 tickets).						
<hr/>						
2 1/24/2023	1/25/2023	Food-Ex		_____	_____	254.62
Lunch for CAPK Foundation Board of Directors meeting on 1/24/23. Agenda and attendee list are attached.						
<hr/>						

Transaction Count: 2

Total: 574.62

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Gloria Barbero	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/4/2023	1/6/2023	Amtrak Telep				122.00
Travel tickets for Gloria Barbero and Rashi Strother to attend the Head Start Leadership Retreat in Bakersfield.						

Transaction Count: 1

Total: 122.00

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/10/2023	1/12/2023	Barnes & Noble #2851				151.86
Supplies- HS Leadership Retreat - Purchase due to delay in delivery of supplies						
<hr/>						
2 1/12/2023	1/13/2023	American Air				468.80
Air flight - NHSA Management & Leadership Conference - New Orleans, LA - ANA Alaraz						
<hr/>						
3 1/12/2023	1/16/2023	American Ai				468.80
Air Flight - NHSA Management & Leadership Conference - New Orleans, LA - Claudia Garibaldo 020723-021023						
<hr/>						
4 1/12/2023	1/16/2023	American Ai				468.80
Air flight - NHSA Management & Leadership Conference - New Orleans, LA - Elizabeth Williams 020723-021023						
<hr/>						
5 1/12/2023	1/16/2023	American Ai				413.41
Air flight - NHSA Management & Leadership conference - New Orleans, LA - Gloria Barbero 020723-021023						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/12/2023	1/16/2023	American Ai				468.80
Ai flight - NHSA Management & Leadership Conference - New Orleans, LA - Jerry Meade 020723-021023						
7 1/12/2023	1/16/2023	American Ai				468.80
Air flight - NHSA Management & Leadership Conference - New Orleans, LA - Sylvia Ortega 020723-021023						
8 1/13/2023	1/16/2023	American Ai				468.80
Air flight - NHSA Management & Leadership Conference - New Orleans, LA - Yolanda Gonzales 020723-021023						
9 1/20/2023	1/23/2023	Agave Grill & Tequila				226.56
Meeting Expense - HS Meeting with Mentor Coaches Updates & Transitions						
10 1/24/2023	1/25/2023	Hyatt Regency Crystal Ci				227.36
Hotel reservation for additional night - NHSA Winter Leadership Conference - Crystal City - Letisha Brooks						
11 1/24/2023	1/25/2023	Hyatt Regency Crystal Ci				-227.36
Hotel Reservation credit - NHSA Winter Leadership Conference - Crystal City - Letisha Brooks						
12 1/24/2023	1/25/2023	Hyatt Regency Crystal Ci				227.36
Hotel Reservation for additional night - NHSA Winter Leadership Conference - Crystal City - Mayra A Martinez						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 1/24/2023	1/25/2023	Hyatt Regency Crystal Ci		_____	_____	-227.36
Hotel reservation credit - NHSA Winter Leadership Conference - Crystal City - Mayra A Martinez						
<hr/>						
14 1/24/2023	1/25/2023	Hyatt Regency Crystal Ci		_____	_____	-227.36
Hotel Reservation credit - NHSA Winter Leadership conference - Crystal City - Yolanda Gonzales						
<hr/>						
15 1/24/2023	1/25/2023	Hyatt Regency Crystal Ci		_____	_____	227.36
Hotel Reservation for additional night - NHSA Winter Leadership Conference - Crystal City - Yolanda Gonzales						
<hr/>						
16 1/27/2023	1/30/2023	Hyatt Regency Crystal Ci		_____	_____	227.37
Hotel Reservation for additional night - NHSA Winter Leadership Conference - Crystal City - Sylvia Ortega						
<hr/>						

Transaction Count: 16
Total: 3,832.00

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Freddy Hernandez	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/11/2023	1/12/2023	Wal-Mart #1624				156.31
Immediate supply need for VITA.						
<hr/>						
2 1/13/2023	1/16/2023	Mountain Mikes Pizza Stor				153.82
Volunteer training cost.						
<hr/>						
3 1/23/2023	1/25/2023	Pizza Hut 27385				59.09
Lunch provided for VITA volunteers.						
<hr/>						
4 1/25/2023	1/26/2023	Canva* I03676-29883163				12.95
Software required for VITA.						
<hr/>						
5 1/27/2023	1/30/2023	Officemax/Depot 6235				568.28
Supplies needed for VITA ASAP for site expansion.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/28/2023	1/30/2023	Too Fat Sa* Too Fat Sa				46.84
Lunch provided for VITA volunteers.						

Transaction Count: 6

Total: 997.29

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/10/2023	1/12/2023	Biometrics4all Inc		_____	_____	20.25
Relay Fees for running New Hire Fingerprints Invoice Period 12/01/2022-12/31/2022 Invoice Date 01/01/2023						
<hr/>						
2 1/13/2023	1/13/2023	Frugattis Italian Eatery		_____	_____	250.00
Human Resources Staff Development Meeting						
<hr/>						
3 1/19/2023	1/20/2023	Usps Po 0504680519		_____	_____	30.60
COVID Test Kits for Stockton Location						
<hr/>						
4 1/20/2023	1/20/2023	Uplift Desk		_____	_____	269.54
Sit to Stand desk for HR employee (as mandated by benefits team).						
<hr/>						

Transaction Count: 4
Total: 570.39

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/4/2023	1/5/2023	Target.Com				34.09
Health and Safety equipment supporting a Home Visiting Program participant.						
<hr/>						
2 1/13/2023	1/16/2023	Accucut				480.00
AccucCut device purchased for Professional Development Lab.						
<hr/>						

Transaction Count: 2
Total: 514.09

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/1/2023	1/2/2023	Stk*shutterstock				29.00
Monthly Subscription fee for stock photos.						
<hr/>						
2 1/4/2023	1/5/2023	Tst* El Puesto Cocino Y C				59.93
Lunch meeting to discuss 211 Program Administration transition & Training. Attendees: P. Ram, S. Jones-Roberts, M. Gonzalez						
<hr/>						
3 1/10/2023	1/12/2023	Food-Ex				238.89
Lunch for Website Discussion Meeting. Agenda & Sign-in sheet are attached.						
<hr/>						
4 1/19/2023	1/20/2023	Facebk *c5f39m7em2				100.00
Facebook Ad						
<hr/>						
5 1/19/2023	1/23/2023	Starbucks Store 24007				20.00
Coffee for Media Training on January 19, 2023. Agenda & Attendee sign-in sheet attached.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/20/2023	1/23/2023	Facebk *jeyetfem2				4.98
Facebook Ad						
<hr/>						
7 1/21/2023	1/23/2023	Tst* El Puesto Cocino Y C				55.88
Lunch meeting with Habitat for Humanity. Attendees: P. Ram & R. White. Agenda topics are included on sheet with receipt.						
<hr/>						
8 1/23/2023	1/24/2023	La Times Subscription				52.00
Annual Subscription for LA Times eNewspaper.						
<hr/>						

Transaction Count: 8

Total: 560.68

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Jeremy Tobias	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/4/2023	1/6/2023	Shell Oil 12822045006				71.61
Gasoline for CEO's Agency Vehicle						
<hr/>						
2 1/12/2023	1/12/2023	Panera Bread #601790 O				33.26
Chief's Meeting on 1/11/23. Agenda and attendee list attached to invoice.						
<hr/>						
3 1/12/2023	1/16/2023	National Community Action				1,000.00
2023 NCAF CAP Facts Subscription						
<hr/>						
4 1/26/2023	1/27/2023	Food-Ex				260.25
Lunch for January 25, 2023 Board of Directors Meeting. Agenda and attendee list are attached.						
<hr/>						
5 1/27/2023	1/30/2023	Shell Oil12822045014				72.81
Gasoline for CEO's Agency Vehicle						
<hr/>						

Transaction Count: 5

Total: 1,437.93

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/10/2023	1/11/2023	Microsoft#g018081079				1,413.94
		Microsoft #017450625-#g009792710- Microsoft Azure - Software Support HS				

Transaction Count: 1
Total: 1,413.94

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/17/2023	1/18/2023	Dynamic Systems				176.24
Check order for Partnership						
<hr/>						
2 1/24/2023	1/25/2023	Aatrix Software				1,610.70
Efiling 1099s						
<hr/>						
3 1/24/2023	1/25/2023	Aatrix Software				115.38
Efiling 1099s						
<hr/>						
4 1/30/2023	1/31/2023	Adp Special Events Mas				200.00
ADP Training for Adriana Arredondo May 24, 2023						
<hr/>						
5 1/30/2023	1/31/2023	Api Apa Gpmi Meet Apas				199.00
Unlocking the Mystery of the Form W-4 for Adriana Arredondo						
<hr/>						

Transaction Count: 5

Total: 2,301.32

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/20/2023	1/23/2023	Aaafoodhandler.Com				27.80
Food Handler cards for William Wooton, Nicholas Campbell, Manuel Morales, and Sylvie Ray.						

Transaction Count: 1
Total: 27.80

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/31/2022 - 1/31/2023

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/3/2023	1/4/2023	Wal-Mart #2557				73.72
Special formula purchase.						
<hr/>						
2 1/4/2023	1/5/2023	Abbottstore				-109.47
Credit for infant formula.						
<hr/>						
3 1/9/2023	1/10/2023	Wal-Mart #2557				363.66
Special diet milk, formula, and supplements.						
<hr/>						
4 1/9/2023	1/10/2023	Lassens Natural Foods-Bk				188.78
Special diet food.						
<hr/>						
5 1/13/2023	1/19/2023	Walmart.Com 8009666546				99.90
Special formula purchase.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/19/2023	1/20/2023	Country Tire & Wheel Rose		_____	_____	21.06
Flat tire repair.						
<hr/>						
7 1/20/2023	1/23/2023	Office Depot #952		_____	_____	197.49
Large envelopes for attendance logs.						
<hr/>						
8 1/26/2023	1/30/2023	Kern Co Parks And Rec		_____	_____	30.00
2023 park fee for CSFP program distribution site.						
<hr/>						

Transaction Count: 8
Total: 865.14

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 (11 OF 12 MONTHS OR 91.7%)**

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	944,332	43.2%	1,239,327
Head Start Subsidy	<u>377,301</u>	<u>1,402,234</u>	<u>371.6%</u>	<u>(1,024,933)</u>
Total Revenue	<u>2,560,960</u>	<u>2,346,567</u>	<u>91.6%</u>	<u>214,393</u>
Expenditures (Note B)				
Salaries	724,671	675,745	93.2%	48,926
Benefits	200,399	200,841	100.2%	(442)
Vehicle Gasoline, Repair/Maintenance	27,000	45,425	168.2%	(18,425)
Space Costs	121,700	94,672	77.8%	27,028
Supplies - Office & Food Service	92,500	121,890	131.8%	(29,390)
Equipment Purchase	-	68,536	Not budgeted	(68,536)
Consultant Services	-	8,112	Not budgeted	(8,112)
Equipment Repair/Maintenance & Lease	35,300	51,221	145.1%	(15,921)
Communication	14,000	16,351	116.8%	(2,351)
Risk Insurance	12,700	13,164	103.7%	(464)
Printing	1,000	329	32.9%	671
Hiring & Employee Costs	100	296	296.1%	(196)
First Aid	500	25	5.0%	475
Raw Food/Vended Meals	<u>1,015,580</u>	<u>842,506</u>	<u>83.0%</u>	<u>173,074</u>
Sub Total	2,245,450	2,139,112	95.3%	106,338
Adult Meals Prepared	128,794	122,974	95.5%	5,820
Indirect	<u>186,716</u>	<u>84,480</u>	<u>45.2%</u>	<u>102,236</u>
Total Expenditures	<u>2,560,960</u>	<u>2,346,567</u>	<u>91.6%</u>	<u>214,393</u>

	Prior Period	JANUARY 2023	Cumulative
Total Meals Prepared and Vended (Note C)	612,891	61,724	674,615
Total Meals Claimed	<u>341,709</u>	<u>37,473</u>	<u>379,182</u>
Difference	271,182	24,251	295,433

Percentage Claimed to Prepared/Vended	60.7%	56.2%
---------------------------------------	-------	-------

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 7/1/22 - 6/30/23 (7 OF 12 MONTHS = 58.3%)**

Contract CMAP-1000	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	June 2023	Total	%	% Earned to MRA
Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,655,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,970,907		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,655,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,970,907	81.89%	
Maximum Reimbursable Amount (MRA) for Provider Payments													24,298,964		36.92%
<u>Administration & Support Services Revenue</u>															
Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,655,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,970,907		
Reimbursement Rate	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%		
Revenue Earned	\$ 163,049	\$ 216,312	\$ 253,748	\$ 329,985	\$ 529,077	\$ 452,438	\$ 440,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,384,673		
Program Administration/Support Services Costs	101,870	115,425	139,282	139,997	144,668	246,553	166,684	-	-	-	-	-	1,054,480	9.63%	
Indirect (10% x MTDC) Costs	70,328	91,774	108,017	136,944	211,829	192,580	118,163	-	-	-	-	-	929,635	8.49%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	\$ 172,199	\$ 207,199	\$ 247,299	\$ 276,941	\$ 356,497	\$ 439,133	\$ 284,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,984,114	18.11%	
Revenue Earned Over/(Under) Costs	\$ (9,150)	\$ 9,113	\$ 6,450	\$ 53,044	\$ 172,580	\$ 13,305	\$ 155,217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,559		
TOTAL COSTS - NET OF FAMILY FEES	\$ 785,573	\$ 1,020,945	\$ 1,201,872	\$ 1,518,313	\$ 2,346,833	\$ 2,141,160	\$ 1,940,326	\$ -	\$ -	\$ -	\$ -	\$ -	10,955,021	100.00%	

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

Provider payments	8,970,907
Reimbursement Rate (17.5% / 82.5%)	x 26.5823%
Revenue Earned	<u>2,384,673</u>

Note 2: The maximum reimbursable amount per the 2022/23 State contract is as follows:

Provider Payments	24,298,964	82.50%
Administration	4,417,994	15.00%
Support Services	<u>736,332</u>	<u>2.50%</u>
Maximum Reimbursable Amount (MRA)	<u>29,453,290</u>	<u>100.00%</u>

Note 3: Increase to contract was received December 2022 in the amount of \$2,031,428.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2022/23 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/22 - 6/30/23 (7 OF 12 MONTHS = 58.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-2058)														
Adjusted Days of Enrollment - Certified	3,439	4,970	4,923	5,761	5,374	5,384	5,468	-	-	-	-	-	35,318	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 177,255	\$ 256,191	\$ 253,771	\$ 296,976	\$ 277,019	\$ 266,711	\$ 270,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,798,826	48.91%
Maximum Reimbursable Amount (MRA)													\$3,678,194	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.61%	98.89%	98.84%	98.84%	98.27%	97.74%	97.83%							97.69%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-2120)														
Adjusted Days of Enrollment - Certified	3,296	6,416	8,191	9,575	8,903	8,030	9,456						53,868	
Reimbursement Rate per Child per Day	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27
Revenue Earned	\$ 182,181	\$ 354,638	\$ 452,716	\$ 529,198	\$ 492,046	\$ 443,829	\$ 522,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,977,264	65.51%
Maximum Reimbursable Amount (MRA)													\$4,544,694	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.41%	98.26%	98.67%	97.89%	96.47%	97.39%	96.11%							96.74%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%
MIGRANT CHILD CARE (CMIG-2004)														
Adjusted Days of Enrollment - Certified	94	123	130	158	136	133	149						925	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 4,865	\$ 6,338	\$ 6,703	\$ 8,169	\$ 7,002	\$ 6,881	\$ 7,703	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,661	17.44%
Maximum Reimbursable Amount (MRA)													\$273,318	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	96.83%	98.39%	96.24%							99.30%
Five Percent Flexibility, Maximum = 100 Percent	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 2022/23 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2022/23 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/22 - 6/30/23 (7 OF 12 MONTHS = 58.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-1242)														
Adjusted Days of Enrollment - Certified	687	919	860	995	918	1,188	1,366						6,933	
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	\$ 31,629	\$ 42,283	\$ 39,571	\$ 45,804	\$ 42,254	\$ 54,680	\$ 62,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 319,119	20.30%
Maximum Reimbursable Amount (MRA)													\$1,571,900	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	97.54%	99.05%	96.92%							98.66%
Five Percent Flexibility, Maximum = 100 Percent	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 2022/23 Cooperative Agreement with the San Joaquin County Office of Education

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

Month/Year: January-2023
 Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities Description	January-2023		Year to Date 03/1/22 - 01/31/23	
	Number	Amount		Amount
Bank Deposits	11	1,286,590	163	28,320,786
Wire Deposits	15	1,747,091	137	29,497,353
Head Start/IRS Drawdowns	2	429,502	55	36,476,488
Vendor Checks Issued	1814	5,083,535	12,778	62,402,427
Payroll Disbursed		3,252,269		36,132,544
Grant Reports Prepared	33		397	
ASTHO Vaccine Equity				
CalFresh Outreach				
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 CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CSBG Discretionary				
CSBG 2022				
Differential Response				
EFAP				
ESG CARES Act Homeless				
Food Bank Farmers Market				
First 5 Kern – Help Me Grow				
Head Start Expansion SF-425				
Head Start San Joaquin SF-425				
Homeless LBNC				
Homeless Safe Camping				
Home Visit Program				
Homeless Housing Assistance & Prevention				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS CES				
WIC				
Business Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Purchase Orders	409	0	409	3045
Contracts	45	5	40	271
Leases	21	14	7	17
Requests for Proposals	3	0	2	27
Business Services Projects				
Description		% Completed		Comments
Energy Subcontractor		100		Completed
Design Build Sports Field Lighting FHCC		90		Awarded -Waiting for funding

Total Division Staffing

29 positions + 3 Vacancies

- | | | |
|-----------------------------------|---------------------------------|-------------------------------|
| CFO | Accounting Technician (5) | Procurement Manager |
| Director of Finance | Accounting Specialist (2) | Business Contracts Specialist |
| Finance Administrator | AP Supervisor (1) | Business Technician (2) |
| Payroll/HRIS Manager | Fiscal Technician (2) | |
| Accounting Administrator | Payroll Specialists (3) | |
| Accounting Administrator - Energy | Payroll Supervisor (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	12,434,357
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	1,045,253
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>

Total Assets 40,412,866

LIABILITES 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>4,330,162</u>

Total Liabilites 18,680,076

Total Net Assets 21,732,790

Total Liabilities and Net Assets 40,412,866

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

REVENUE

Grant Revenue	87,203,662
Donations	30,640,997
Other Revenue	915,618
In-Kind	<u>206,161</u>

Total Revenue 118,966,438

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	44,753,361
Capital Expenditures	(0)
Indirect	6,862,436
In-Kind	<u>206,161</u>

Total Expenditures 111,441,431

Net Change in Assets 7,525,007

Net Assets, beginning 14,207,782

Net Assets, ending 21,732,790

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF JANUARY 31, 2023

ASSETS

Cash in Bank	9,651,228
Cash - Vacation Reserve	1,050,077
Petty Cash	-
Accounts Receivable	4,461,822
Travel Advance	16,676
Prepaid Expense	461,696
Inventory	1,075,936
Net Fixed Assets - Unrestricted	720,836
Net Fixed Assets - Restricted	<u>16,938,096</u>

Total Assets 34,376,367

LIABILITES AND NET ASSETS

Accounts Payable	3,951,502
Accrued Expenses	467,919
Accrued Vacation	1,053,878
Line of Credit	-
Note Payable	725,454
Advance Payable	5,318,747
Deferred Revenue	<u>-</u>

Total Liabilites 11,517,500

Total Net Assets 22,858,868

Total Liabilities and Net Assets 34,376,368

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO JANUARY 31, 2023

REVENUE

Grant Revenue	92,076,581
Donations	331,250
Other Revenue	7,758,764
In-Kind	<u>10,027,657</u>

Total Revenue 110,194,252

EXPENDITURES

Salaries	35,417,756
Benefits	9,798,110
Travel	691,681
Space Costs	16,756,432
Supplies	2,794,954
Consultant/Contract Services	4,909,288
Other Costs	4,145,906
Program Costs	16,798,767
Capital Expenditures	611,229
Indirect	7,116,394
In-Kind	<u>10,027,657</u>

Total Expenditures 109,068,173

Net Change in Assets 1,126,079

Net Assets, beginning 21,732,790

Net Assets, ending 22,858,868

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 01-31-23 (91.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	32,361,365	6,216,877	84%
BENEFITS	11,160,531	9,004,820	2,155,711	81%
TRAVEL	721,930	627,889	94,041	87%
SPACE COST	23,506,027	15,581,368	7,924,659	66%
SUPPLIES	3,253,861	2,526,600	727,261	78%
EQUIPMENT	831,379	1,707,792	(876,413)	205%
CONSULTANT/CONTRACT SERVICES	3,798,580	3,615,947	182,633	95%
OTHER COSTS	3,449,253	3,486,378	(37,125)	101%
PROGRAM COSTS	11,277,182	15,992,761	(4,715,579)	142%
INDIRECT	7,597,038	7,191,332	405,706	95%
TOTAL	104,174,023	92,096,252	12,077,771	88%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 01-31-23 (91.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	23,935,002	3,516,262	87%
BENEFITS	8,315,926	6,866,290	1,449,636	83%
TRAVEL	492,583	377,054	115,529	77%
SPACE COST	6,603,218	7,428,921	(825,703)	113%
SUPPLIES	2,644,635	1,799,378	845,257	68%
EQUIPMENT	100,000	576,410	(476,410)	576%
CONSULTANT/CONTRACT SERVICES	1,369,385	935,815	433,570	68%
OTHER COSTS	1,130,700	1,407,424	(276,724)	124%
PROGRAM COSTS	7,769,839	13,562,995	(5,793,156)	175%
INDIRECT	5,263,450	5,265,557	(2,107)	100%
TOTAL	61,141,000	62,154,846	(1,013,846)	102%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 01-31-23 (91.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	3,261,117	949,874	77%
BENEFITS	1,260,035	851,135	408,900	68%
TRAVEL	91,246	105,064	(13,818)	115%
SPACE COST	15,209,213	6,603,778	8,605,435	43%
SUPPLIES	211,553	261,490	(49,937)	124%
EQUIPMENT	724,960	855,524	(130,564)	118%
CONSULTANT/CONTRACT SERVICES	563,961	330,675	233,286	59%
OTHER COSTS	378,585	525,272	(146,687)	139%
PROGRAM COSTS	1,436,167	1,733,337	(297,170)	121%
INDIRECT	765,412	632,990	132,422	83%
TOTAL	24,852,123	15,160,382	9,691,741	61%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 01-31-23 (91.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	1,633,405	1,337,716	55%
BENEFITS	553,144	407,121	146,023	74%
TRAVEL	65,110	46,667	18,443	72%
SPACE COST	299,407	215,898	83,509	72%
SUPPLIES	110,076	117,935	(7,859)	107%
EQUIPMENT	6,419	97,668	(91,249)	1522%
CONSULTANT/CONTRACT SERVICES	1,056,518	1,685,123	(628,605)	159%
OTHER COSTS	1,341,076	993,684	347,392	74%
PROGRAM COSTS	868,172	199,751	668,421	23%
INDIRECT	755,931	520,058	235,873	69%
TOTAL	8,026,974	5,917,310	2,109,664	74%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 01-31-23 (91.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	2,545,010	285,402	90%
BENEFITS	737,565	634,307	103,258	86%
TRAVEL	27,313	43,490	(16,177)	159%
SPACE COST	1,206,276	1,084,876	121,400	90%
SUPPLIES	220,349	317,538	(97,189)	144%
EQUIPMENT	-	178,189	(178,189)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	572,317	195,619	75%
OTHER COSTS	491,102	497,770	(6,668)	101%
PROGRAM COSTS	1,105,101	444,975	660,126	40%
INDIRECT	613,244	602,162	11,082	98%
TOTAL	7,999,298	6,920,633	1,078,665	87%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 01-31-23 (91.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	870,020	120,834	88%
BENEFITS	267,905	227,907	39,998	85%
TRAVEL	23,578	53,400	(29,822)	226%
SPACE COST	182,213	243,877	(61,664)	134%
SUPPLIES	52,498	24,563	27,935	47%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	5,780	9,252	(3,472)	160%
OTHER COSTS	51,480	41,479	10,001	81%
PROGRAM COSTS	97,903	51,703	46,200	53%
INDIRECT	170,659	146,610	24,049	86%
TOTAL	1,842,870	1,668,811	174,059	91%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 01-31-23 (91.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	116,811	6,789	95%
BENEFITS	25,956	18,061	7,895	70%
TRAVEL	22,100	2,214	19,886	10%
SPACE COST	5,700	4,019	1,681	71%
SUPPLIES	14,750	5,696	9,054	39%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	82,765	(47,765)	236%
OTHER COSTS	56,310	20,749	35,561	37%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	23,955	4,387	85%
TOTAL	311,758	274,270	37,488	88%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 1/31/23 (11 OF 12 MONTHS = 91.7%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,597,038	\$ 7,103,712	93.5%	\$ 493,326
Expenditures				
Salaries	4,122,037	3,453,854	83.8%	668,183
Benefits @ 23.6% actual	<u>927,258</u>	<u>823,273</u>	<u>88.8%</u>	<u>103,985</u>
Total Personnel Costs	5,049,295	4,277,127	84.7%	772,168
Operating Costs				
Travel	67,900	63,289	93.2%	4,611
Space Costs	215,700	216,626	100.4%	(926)
Supplies	252,500	211,148	83.6%	41,352
Consultant/Contract	1,288,000	1,270,105	98.6%	17,895
Other Operating Costs	<u>474,125</u>	<u>650,008</u>	<u>137.1%</u>	<u>(175,883)</u>
Total Operating Costs	2,298,225	2,411,177	104.9%	(112,952)
Total Expenditures	<u>\$ 7,347,520</u>	<u>\$ 6,688,304</u>	<u>91.0%</u>	<u>\$ 659,216</u>
Excess (Deficit) Indirect Revenue	<u>\$ 249,518</u>	<u>\$ 415,408</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,288,307	\$ 1,261,398	97.9%	\$ 26,909
Operations	2,272,694	2,270,745	99.9%	1,949
Executive	1,337,079	1,138,795	85.2%	198,284
Program Administration	130,000	104,704	80.5%	25,296
Finance	<u>2,319,440</u>	<u>1,912,663</u>	<u>82.5%</u>	<u>406,777</u>
	<u>\$ 7,347,520</u>	<u>\$ 6,688,304</u>	<u>91.0%</u>	<u>\$ 659,216</u>

Prepared Date: 02/27/23