DATE	February 23, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 224 176 066#

Board of Directors Meeting Agenda

Per Governor's Executive Order N-29-20 and Assembly Bill 361, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

I. Call to Order

a. Roll Call

Curtis Floyd (Chair)	Nila Hogan	Yolanda Ochoa
Janea Benton	Michelle Jara-Rangel	Marian Panos
Jimmie Childress	Maritza Jimenez	Guadalupe Perez
Joe Garcia	Mike Maggard	Fred Plane
Craig Henderson	Jonathan Mullings	Ana Vigil

b. Board Officer Election Results – Jeremy Tobias, Chief Executive Officer - ***Action Item***

- Chair – Fred Plane
- Vice Chair – Maritza Jimenez
- Secretary – Ana Vigil
- Treasurer – Janea Benton

c. Board Committee Assignments – Jeremy Tobias, Chief Executive Officer - ***Info Item (p. 4)***

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

a. Resolution #2022-04 ***(p. 5-6)***

III. Introduction of Guests / Public Forum

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

IV. Consent Agenda

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

a. **Minutes from the January 26, 2022 Board of Directors Meeting *(p.7-12)***
b. **Minutes from the January 5, 2022 Personnel & Affirmative Action Committee Meeting *(p. 13-16)***
c. Open Enrollment Update ***(p. 17-18)***
d. New California Minimum Wage Increase ***(p. 19)***
e. Human Resources Analytical Information (CY) 2021 ***(p. 20-21)***
f. **Minutes from the January 12, 2022 Program Review & Evaluation Committee Meeting *(p. 22-24)***
g. January 2022 Program Reports ***(p. 25-53)***
h. Application Status Report & Funding Profile ***(p. 54-55)***
i. January 2022 Head Start / State Child Development Enrollment Update & Meals Report ***(p. 56-57)***
j. 2022 Head Start Program Planning Calendar ***(p. 58-62)***
k. Strategic Plan 2021-2025 Goal 2 Update ***(p. 63-66)***
l. **Minutes from the February 16, 2022 Budget & Finance Committee Meeting *(p. 67-70)***
m. Head Start / Early Head Start Budget to Actual Reports ***(p. 71-87)***
n. County of Kern Housing for the Harvest Expanded Services Agreement ***(p. 88-103)***
o. Request for Proposal for United Way Stanislaus Coordinated Entry System ***(p. 104-109)***
p. Request for Proposal for County of Kern, County Administrative Office Safe Parking / Encampment ***(p. 110-179)***
q. Marketing Consultant Services Contract ***(p. 180-203)***
r. Amendment to Architectural Service Contract ***(p. 204-206)***
s. Annual Budget for Fiscal Year 2022/2023 ***(p. 207-220)***
t. January 2022 Financial Statements ***(p. 221-276)***
u. **Contract for Renewal of DHS EEP Program *(p. 277-279)***

V. New Business

a. Property & Casualty Insurance Renewal – ***Action Item (p. 280-282)***	Emilio Wagner, Director of Operations Johnathan Schreter, Bolton Insurance Broker
b. Food Bank Capital Donation from The Wonderful Company – ***Action Item (p.283)***	Pritika Ram, Director of Administration
c. Approval of Resolution for the National Community Action Partnership (NCAP) Pathways to Excellence – ***Action Item (p. 284-315)***	Pritika Ram, Director of Administration
d. Approval for the National Community Action Partnership (NCAP) and Association for State and Territorial Heal Organizations (ASTHO) Vaccine Equity Project Contract for Services – ***Action Item (p. 316-339)***	Pritika Ram, Director of Administration
e. Retro-Approval of the Submission to the Economic Development Administration (EDA) American Rescue Plan Good Jobs Challenge – ***Action Item (p. 340-341)***	Pritika Ram, Director of Administration
f. Board Recruitment for Metro-Bakersfield and South Kern Low-Income Sector Seats – ***Info Item (p. 342)***	Pritika Ram, Director of Administration

g. Executive Benefit Package Amendments – ***Action Item (p. 343-358)*** — Tracy Webster, Chief Financial Officer

VI. <u>CAPK Foundation Report</u>

a. CAPK Foundation Report for February 2022 – ***Info Item (p. 359-372)*** — Pritika Ram, Director of Administration

VII. <u>Advisory Board Reports</u>

a. Head Start Policy Council Report – ***Action Item (p. 373-378)*** — Nila Hogan, PC Representative
   1. February 2022 Policy Council Report
   2. January 25, 2022 Policy Council Minutes

VIII. <u>Chief Executive Officer Report</u>

a. CEO Report for January 2021 – ***Info Item*** — Jeremy Tobias, Chief Executive Officer
   1. COVID-19 Update
   2. Federal Head Start Review – Focus Area 2

IX. <u>Board Member Comments</u>

X. <u>Closed Session</u>

a. Conference with Real Property Negotiators pursuant to Section 54956.8:

Property Address:	1300 18th Street, Bakersfield, CA 93301
Agency Negotiators:	Jeremy Tobias, Tracy Webster, Traco Matthews, Emilio Wagner,
Negotiating Parties:	County of Kern
Under Negotiation:	Concerning price and terms

b. Reconvene into Open Session

XI. <u>Closed Session Report</u>

XII. <u>Next Scheduled Meeting</u>

Board of Directors Meeting
12:00 pm
Wednesday, March 30, 2022
5005 Business Park North
Bakersfield, CA 93309

XIII. <u>Adjournment</u>

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, February 18, 2022. Paula Daoutis, Administrative Coordinator.

COMMUNITY ACTION PARTNERSHIP OF KERN
BOARD OF DIRECTORS
2022 STANDING COMMITTEE ROSTER
Revised 2/23/22

EXECUTIVE COMMITTEE
Meets July & December, and As Needed

Fred Plane, Chair (Public Sector)
Maritza Jimenez, Vice Chair (Low-Income Sector)
Ana Vigil, Secretary (Low-Income Sector)
Janea Benton, Treasurer (Public Sector)
Curtis Floyd, Chair (Private Sector)
Jonathan Mullings (Private Sector)

Primary Support Staff Contact
Jeremy Tobias
Chief Executive Officer

PERSONNEL / AFFIRMATIVE ACTION COMMITTEE
Meets Wednesdays (3 Weeks Prior to Board Meeting)

Maritza Jimenez, Chair (Low-Income Sector)
Joe Garcia (Public Sector)
Nila Hogan (Low-Income Sector)
Jonathan Mullings (Private Sector)
Guadalupe Perez (Low-Income Sector)

Primary Support Staff Contact
Tracy Webster, Chief Financial Officer
Lisa McGranahan, Director of Human Resources

BUDGET & FINANCE COMMITTEE
Meets Wednesdays (1 Week Prior to Board Meeting)

Janea Benton, Chair (Public Sector)
Craig Henderson (Private Sector)
Nila Hogan (Low-Income Sector)
Jonathan Mullings (Private Sector)
Guadalupe Perez (Low-Income Sector)

Primary Support Staff Contact
Tracy Webster
Chief Financial Officer

PROGRAM REVIEW & EVALUATION COMMITTEE
Meets Wednesdays (2 Weeks Prior to Board Meeting)

Ana Vigil, Chair (Low-Income Sector)
Joe Garcia (Public Sector)
Michelle Jara-Rangel (Private Sector)
Yolanda Ochoa (Low-Income Sector)
Marian Panos (Public Sector)

Primary Support Staff Contact
Pritika Ram
Director of Administration

AUDIT & PENSION COMMITTEE
Meets Quarterly

Mike Maggard, Chair (Public Sector)
Jimmie Childress (Private Sector)
Curtis Floyd, Chair (Private Sector)
Yolanda Ochoa (Low-Income Sector)
Marian Panos (Public Sector)

Primary Support Staff Contact
Tracy Webster
Chief Financial Officer

BOARD REPRESENTATIVE ON THE HEAD START POLICY COUNCIL: MICHELLE JARA-RANGEL

BOARD CHAIR, FRED PLANE (EX-OFFICIO MEMBER) ON ALL COMMITTEES

RESOLUTION 2022-04

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

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on February 23, 2022, in Bakersfield, California and resolved as follows:

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

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

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

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

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

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

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

2. The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to 2 above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

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

1. **Determination of Imminent Health or Safety Risks.** The Board of Directors hereby determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

2. **Continued Implementation of AB 361.** If the state of emergency remains in effect and meeting in person would present imminent risks to the health or safety of attendees, the Board of Directors shall, to continue meeting subject to the provisions set forth in AB 361 and the Brown Act, no later than 30 days after it adopts this Resolution and every 30 days thereafter, make the following findings by majority vote:

1. The Board of Directors has reconsidered the circumstances of the state of emergency; *and*

2. Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials impose or recommend measures to promote social distancing.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 23rd day of February 2022.

______________________________ ______________________________
Curtis E. Floyd, Chair Date
CAPK Board of Directors

DATE	January 26, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 716 945 355#

Board of Directors Meeting Minutes

Per Governor's Executive Order N-25-20, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

I. Call to Order

Chairman Curtis Floyd called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Roll Call was taken with a quorum present:

Present: Janea Benton, Jimmie Childress, Curtis Floyd, Joe Garcia, Michelle Jara-Rangel, Maritza Jimenez, Craig Henderson, Nila Hogan, Mike Maggard, Yolanda Ochoa, Marian Panos, Guadalupe Perez, Fred Plane, and Ana Vigil

Absent: Jonathan Mullings

Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander, Director of Finance; Yolanda Gonzales, Director of Head Start / State Child Development; Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; Traco Matthews, Chief Program Officer; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff, Nancy Belton from Daniells Phillips Vaughn & Bock and Caitlin Solander, FUND Consulting, LLC

b. Board Seat Reappointments – ***Action Item***

i. Accepting the reappointment of Nila Hogan as the Head Start Policy Council Representative.

ii. Accepting the reappointment of Supervisor Mike Maggard as the Kern County Board of Supervisors Representative

Motion was made and seconded to accept the reappointments of Nila Hogan as the Head Start Policy Council Representative and Mike Maggard as the Kern County Board of Supervisors Representative. Carried by a vote of 13 in favor and 1 abstention (Henderson/Childress).

c. Election of Board Officers – ***Action Item***

Jeremy Tobias reported that in advance of the meeting, several Board Members requested nominations be held prior to the election of Officers, and Jeremy provided the following options:

1. Accept nominations and elect the officers at the January 26, 2022, meeting
2. Accept nominations and provide an option for the Board Members to vote by sending a private chat message to the Administrative Coordinator, Paula Daoutis, who will announce the outcome.
3. Accept nominations and vote electronically with the results to be announced at the February 23, 2022 meeting.

Motion was made and seconded to accept nominations today and direct staff to issue an electronic ballot to be completed within 7 days of today's date, with the results announced at the February 23rd meeting. Carried by unanimous vote (Henderson/Benton).

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

Motion was made and seconded to approve Resolution #2022-01. Carried by unanimous vote (Plane/Henderson).

III. <u>Introduction of Guests / Public Forum</u>

No one addressed the Board.

IV. <u>Consent Agenda</u>

Board Chair Curtis Floyd asked members of the Board and the Public if they would like to remove any items from the Consent Agenda for further discussion. No items were removed.

Motion was made and seconded to approve all items on the Consent Agenda. Carried by unanimous vote (Henderson/Perez).

V. <u>New Business</u>

a. Community Development Financial Institution (CDFI) Final Assessment – Pritika Ram, Director of Administration and Caitlin Solander, FUND Consulting, LLC – ***Action Item***

Pritika Ram introduced Caitlin Solander from FUND Consulting, LLC who presented the above action item and reported that the Market & Organizational Needs Assessment has been completed. The Needs Assessment included a market analysis of Kern County on the need and development of a Community Development Financial Institution (CDFI) and Community Development Corporation (CDC), with an emphasis on service lines that were previously identified as areas of need long with development services such as financial education and business planning. Valley Strong Credit Union has expressed strong interest in creating a CDFI under their operation and has requested CAPK enter into discussion about a potential partnership opportunity. Additionally, staff is also interested in pursuing CDFI Certification as a new entity, based on findings through FUND Consulting and discussions with leadership. The certification process ranges from 18-24 months as part of the planning and implementation phase. Pritika Ram added that this activity is aligned with the 2021-2025 Strategic Plan Goal 3, to advance economic empowerment and financial stability for low-income people in the communities we serve. Pritika advised the Board that in terms of creating a CDFI, it would be similar to what was done by creating a separate entity for the Foundation.

Michelle Jara-Rangel asked if this is the same as what Chase Bank is doing to help the underserved. Pritika responded that it is not and said that Chase Bank is providing services and education to clients as well as small business partners, but what we are discussing today would be built into their service offerings at CAPK.
Craig Henderson asked what it would cost CAPK to fund a CDFI. Pritika said there funding options available and as an emerging CDFI, we would actively go after grant funding to support the effort. Craig asked what dollar amount is needed. Pritika said the cost is not known, and asked Caitlin to weigh in on a ballpark cost. Caitlin Solander said many emerging CDFI's are funded through a parent or affiliate company to provide staff time pro-bono and would reduce the costs associated with staffing a CDFI. The organization could apply for a Technical Assistance Grant for up to $125,000. CAPK would be well positioned to apply for funds in 2023.

Curtis Floyd said he is all in favor of providing financial education services and would like to see a partnership with Valley Strong Credit Union, however, he is not interested in pursuing a CDFI independently and feels it is too risky for CAPK to pursue.

Jeremy Tobias said Curtis is correct and Valley Strong Credit Union is interested in a partnership with CAPK and under such a scenario, the Credit Union would handle the banking side while CAPK would handle education portion.

Michelle Jara-Rangel also expressed concerns about moving forward with a CDFI independently. Craig Henderson requested the last line in the staff recommendation be removed.

Jeremy Tobias clarified; the funding noted in the recommendation is for the staff time to continue their research into finding and developing the funding that would be necessary for a CDFI. There is no budget being recommended to the board at this time. Curtis Floyd said he does not endorse the funding of staff time to continue researching funding for a CDFI.

Mike Maggard also provided his input and said that he cannot conceive of CAPK becoming a lender, and that there is a myriad of implications that change relationships with those we serve by becoming lender. Curtis added that it would take a lot of convincing for him to vote to move forward with a CDFI.

Fred Plane said that given the unconfirmed commitment to secure a partner, and the Board's reservations about continuing without a partner, a revised motion is required.

Motion was made and seconded to direct staff to continue discussions with Valley Strong Credit Union to determine their interest in partnering with CAPK and report their findings to the Board. Carried by unanimous vote (Plane/Benton)

b. Daniells Phillips Vaughn & Bock Presentation of the Independent Audit Reports for the Year Ended February 28, 2021, and the Special Purpose Financial Statements for the Year Ended June 30, 2021 – Tracy Webster, Chief Financial Officer and Nancy Belton, from DPVB – ***Action Item***

Tracy Webster introduced Nancy Belton from Daniells Phillips Vaughn & Bock who presented the above action item for approval. Tracy said that the majority of the audit was conducted remotely due to COVID outbreaks. Although it was not easy, all of the audit reports were completed. Jeremy Tobias added that Ms. Belton previously presented the reports in greater detail to the Audit Committee, but added that the Board should feel free to ask any questions.

Nancy Belton referenced the reports included in the agenda packet and said all 4 audit reports were clean audit opinions, which is very good. Some notable highlights are on the first report, CAPK's total assets are about $24 million with total liabilities around $10 million, leaving a net asset or book value net worth of $14 million, and that's a really strong financial position. Of the $14 million in net assets, a very small portion of those funds are restricted. Nancy said that it is a great accomplishment, especially for a nonprofit organization, to have that level of ratio of total assets to net assets, and something the Board and Staff should be very proud of. Nancy also reported there were two minor findings that were nothing to be concerned about and said that given the size and complexity of CAPK, it is not the least bit unusual. It is an extremely low number of findings, and almost impossible to not have anything.

Mike Maggard said, as Chairman of the Audit Committee, the Committee had a through discussion with the Auditors and the Committee was very pleased with the integrity and credibility of staff, and particularly pleased with the level of compliance with the contracts and recommend approval of the Audit Reports.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Maggard/Hogan).

c. Request of Extend Period of Availability for EHS Grants – Jerry Meade, HS Assistant Director: Program – ***Action Item***

Jerry Meade presented the above action item for approval with resolution and said that the Head Start Division is requesting approval to submit a request to extend the period of availability of funds for the Early Head Start SJC and CCP Grants. The current award is scheduled to end February 28, 2022, and an extension will allow the programs to fully obligate and liquidate funding available. Jerry informed the Board that the proposal was a result of discussions with the Region IX Office as well as members from the Finance and Executive team. If approved to submit the request, the period of availability of funding will be for an additional 12 months.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Hogan/Childress).

d. Request to Approve Submission of the Fiscal Year 2022-2023 Continued Funding Application for California Department of Social Services (CDSS) Programs (CMAP, CMIG, CMSS, CCTR) – Vanessa Cortez, Senior Community Development Specialist – ***Action Item***

Vanessa Cortez presented the above action item for approval with resolution.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Childress/Benton).

e. Kern Community College District (KCCD) Employment Training Panel Agreement – Pritika Ram, Director of Administration – ***Action Item***

Pritika Ram presented the above action item for approval and reported that CAPK is partnering with KCCD on a reimbursement training program through the State titled Employment Training Panel. KCCD operates a Contract and Community Education Program, which provides training and workshops for interested agencies and businesses. The partnership will allow CAPK to receive funding to train existing staff, full-time staff, and/or individuals who gain employment with CAPK post training.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Plane/Garcia).

VI. CAPK Foundation Report

a. CAPK Foundation Report for January 2022 – Pritika Ram, Director of Administration - ***Info Item***

Pritika Ram provided an update on activities of the CAPK Foundation Board and reported that the Foundation Board or Executive Committee did not meet in November & December 2022. The Board did meet yesterday to announce the close of the Capital Campaign on the Food Bank Expansion Project and will begin work on a new capital campaign to benefit the Friendship House Community Center in conjunction with the FHCC Advisory Board.

VII. Advisory Board Reports

a. Head Start Policy Council Report – Nila Hogan, Policy Council Representative – ***Action Item***

Nila Hogan presented the above action item for approval and reported that the Policy Council items presented at the January 2022 meeting were approved.

Motion was made and seconded to approve the January 2022 Policy Council report and all items. Carried by unanimous vote (Benton/Plane).

VIII. Chief Executive Officer Report

a. CEO Report for January 2022 – Jeremy Tobias, Chief Executive Officer – ***Info Item***

1. COVID-19 Update

Jeremy Tobias provided an update on COVID-19 and said there are about 800 employees who have been vaccinated. 70 employees have filed and received approval for exemptions and another 20 are on an extended leave for other various reasons. He noted that while there have been some challenges to the mandates, our federal Head Start contract still mandates that we require our staff to be vaccinated.

Jeremy also reported on the COVID-19 positive case count for January, with 126 employees testing positive for the month of January, to date. This number reflects a strong spike in cases, but we are hopeful the decline will be rapid as well. Several Head Start classrooms have had to close temporarily to allow staff to quarantine. 4 new classes closed yesterday but staff is continuing to provide a high level of services as best as we can.

In looking back at a specified time frame with 100 reported positive cases, it appears about 90 of those cases were comprised of vaccinated employees. So, the new variant appears to be causing "break-though" cases. We do not have information on the severity of the cases for vaccinated verses unvaccinated employees.

Craig Henderson asked if the recent Supreme Court decision to eliminate the employer mandated vaccines will have an impact CAPK. Jeremy said that CAPK falls under a specific mandate issued by the Office of Head Start, and as a Head Start Government Contractor, we are still obligated to mandate vaccines for employees. The court ruling was specific to the private employer mandate.

Jeremy noted one other important item we are coming up on, is the Head Start federal review, under Focus Area 2. It is to be conducted during the week of February 15th. This will be a hybrid review with some onsite and some remote reviews. This is a holistic look across service areas, and an opportunity for the program to demonstrate our effectiveness in implementing high quality programs that promote positive outcomes and school readiness for children and their families. Jeremy said that some of the Head Start staff will be reaching out to Board Members to invite them to participate on the Board portion of the review.

IX. Board Member Comments

- Mike Maggard said that there are 3 items in Closed Session, he said he will opt out of participating in that portion of the meeting that addresses real property negotiations for the 18th Street property. Jeremy Tobias suggested that the order of the Closed Session items be amended to address the 18th Street property last so that Board Member Maggard can participate in all other Closed Session discussions.

X. Closed Session

Motion was made and seconded to convene into closed session at 1:46 pm. Carried by unanimous vote (Henderson/Jimenez).

a. Conference with Real Property Negotiators pursuant to Section 54956.8

Property Address:	1300 18th Street, Bakersfield, CA 93301
Agency Negotiator:	Jeremy Tobias, Tracy Webster, Emilio Wagner, and Jeff Andrew
Negotiating Parties:	Lee Development Group c/o Bynum & Associates
Under Negotiation:	Concerning price and terms

b. Conference with Real Property Negotiators pursuant to Section 54956.8

Property Address:	15773 K Street, Mojave, CA 93501
Agency Negotiator:	Jeremy Tobias, Emilio Wagner
Negotiating Parties:	Mission Bank
Under Negotiation:	Concerning price and terms

c. Employee Evaluation – Chief Executive Officer (Government Code Section 54957)

The Board reconvened into Open Session at 2:19 pm.

XI. Closed Session Report

Jeremy Tobias provided the closed session report and stated that under Agenda Item a, direction was given to the agency negotiators and no reportable action was taken (Board member Mike Maggard step way and did not participate in that item). For Agenda Item b, direction was given to the agency negotiators and no reportable action was taken. For Agenda Item c, the evaluation of the CEO was completed and the Board approved amendments to the CEO employment contract to add 5 additional annual vacation days and to add a life insurance enhancement.

XII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, February 23, 2022
5005 Business Park North
Bakersfield, CA 93309

XIII. Adjournment

The meeting was adjourned at 2:21 pm.

DATE	February 2, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 836 138 724#

Personnel & Affirmative Action Committee Minutes

1. **Call to Order**

   Committee Chair Fred Plane called the meeting to order at 12:11 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll Call was taken with a quorum present.

   Present: Fred Plane (Chair), Jimmie Childress, Craig Henderson

   Absent: Michelle Jara-Rangel, Yolanda Ochoa

   Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Traco Matthews, Chief Program Officer; Lisa McGranahan, Director of Human Resources; Susana Magana, Director of Health & Nutrition; Yolanda Gonzalez, Director of Head Start; Pritika Ram, Director of Administration; Gabrielle Alexander, Director of Finance; and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Regular Business**

   a. Open Enrollment Update – Lisa McGranahan, Director of Human Resources – ***Info Item***

      Lisa McGranahan presented the above info item and reported that the Open Enrollment numbers have consistently increased since 2019, apart from 2021 where we saw a decrease. Lisa added that the wellness benefit continues to be offered to employees who wish to participate and are incentivized with a one-time $100 payment.

   b. New California Minimum Wage Increase – Lisa McGranahan, Director of Human Resources – ***Info Item***

      Lisa McGranahan presented the above info item and highlighted that the increase was pre-planned and budgeted due to legislature that passed in 2017. The increase impacted both hourly and salaried employees.

Fred Plane asked for a clarification on who was impacted. Lisa responded that the increase brought non-exempt and exempt employees to the minimum dollar threshold. Lisa also clarified that exempt employees are not classified by wage but classified based on tasks and responsibilities.

Craig Henderson asked to clarify the distinction between supervisors and managers. Lisa responded that the definition of 'exempt' is defined by the state, and each position is categorized as exempt based on the level of responsibility. Lisa also added that this change affected approximately 15 employees.

c. Human Resources Analytical Information CY 2021 – Tracy Webster, Chief Financial Officer – ***Info Item***

Lisa McGranahan presented the above info item and noted that CAPK, and the rest of the workforce, experienced high turnover, mainly due to the pandemic. However, CAPK is actively working on addressing specific opportunities to be more competitive in the job market.

d. Head Start Staffing – Jerry Meade, Assistant Director of Head Start, Program – ***Info Item***

Jerry Meade presented the above info item and highlighted that Head Start currently has 105 vacant positions and 36 active job postings. Additionally, Jerry mentioned that, of the classroom closures this year, half of the closures were because of lack of staff. Jerry added that the team has conducted studies, and with the data collected, the team is developing a plan for retention and recruitment strategies.

Craig Henderson asked for clarification on the vacancies. Jerry responded that Head Start has 105 vacant positions, not including other departments. Jerry also added that many of the vacant positions are direct services staff and some home base program and administrative positions.

5. <u>Old Business</u>

a. Revised 457(b) Executive Discretionary Supplemental Retirement Benefit Policy – Lisa McGranahan, Director of Human Resources – Action Item

Jeremy Tobias provided a quick introduction and background to the three (3) policies that are being presented. Jeremy mentioned that CAPK wants to maintain a competitive edge, so the team has proposed revisions to some of our policies to remain competitive. These proposals are all low cost, or no cost ways to ensure we can stay competitive in the marketplace with other organizations.

Lisa McGranahan presented the above action item for approval. Lisa highlighted some key areas and mentioned that this change will allow for future merit increases to be split and has a long term cost savings. This will not allow for higher merit increases which are already capped at 5%, it merely allows an alternative for the merit increase to split between a regular salary adjustment and a one-time retirement contribution. Additionally, Lisa mentioned that this benefit will align with our Strategic Plan.

Craig Henderson asked how many employees are impacted by this change. Lisa responded that there are 10 executive staff members.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

b. Revised Executive Vehicle Stipend Policy – Lisa McGranahan, Director of Human Resources – ***Action Item***

Jeremy Tobias provided a quick review of the policy. Jeremy explained that historically, CAPK employees have used their personal vehicles for business travel and submitted mileage reimbursements. CAPK reimburses all employee travel at the IRS reimbursement rate. This would move the executive team from a mileage reimbursement rate, over to a monthly flat stipend amount. This is a cost neutral policy that merely changes the method of reimbursing the employees for their travel costs, but it makes life much easier for the executives rather than filling out monthly mileage claim forms.

Lisa McGranahan presented the above action item for approval. Lisa mentioned that the proposed changes would grant a monthly flat taxable stipend and eliminate the burden of submitting reimbursements.

Fred Plane requested that the team conduct side-by-side comparisons of other CAP agencies and their vehicle requirements. Jeremy Tobias added that the team is in the process of updating the current vehicle policy and will ensure that the policy has meet all our requirements. This policy before you today does not affect the current vehicle use policy, but that policy is under separate review and may come back to the committee at a later date if updates are needed.

Fred Plan also requested that fiscal and budgetary impact be included in future proposals. Lastly, Fred requested that this policy be taken to the Board of Directors as a non-consent item.

Craig Henderson asked how the tiers are determined. Lisa McGranahan responded that the tiers are determined based on driving history and is subject to change depending on travel.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Henderson/Childress).

c. Revised Executive Vacation Accrual Benefit – Lisa McGranahan, Director of Human Resources - ***Action Item***

Lisa McGranahan presented the above action item for approval. Jeremy Tobias added that when CAPK is hiring at an executive level, it has become routine during negotiates with the potential employee to request a higher vacation accrual rate. We have found that our vacation accrual rate should be adjusted up for exempt employees that put in extraordinary time and need to take adequate time off to decompress. Lisa added that it is not uncommon for high-level employees to request higher vacation accruals. Lisa also added that the policy also reflects updated language on the vacation cash-out process.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Childress/Henderson).

6. Committee Member Comments

- Craig Henderson thanked the staff for their continued hard work.
- Fred Plane thanked the staff.
- Jeremy Tobias thanked the committee and added that the Board member votes will be communicated once tallying is complete.

7. Next Scheduled Meeting

Personnel & Affirmative Action Committee
12:00 pm
March 9, 2022
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 1:10 pm.

Community Action Partnership of Kern

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: February 2, 2022

Subject: *Agenda Item 4(b)*: Open Enrollment Update – **Info Item**

Executive Summary

Human Resources staff successfully afforded 853 benefit-eligible employees an opportunity to learn about and select benefit options during Open Enrollment in November 2021. Continuing the yearly trend of employees electing medical coverage, enrollment in an Anthem-Blue Cross medical plan at the start of 2022 stands at 499 employees with 721 covered lives.

	2019	2020	2021	2022
Benefit-Eligible Employees	835	853	875	853
EE Medical Plan Enrollment	456	487	517	499
(as of January 19, 2022)				

A total of 354 employees declined medical coverage. A summary of the reasons for declining are as follows:

Reason	Total	Percentage
I am choosing to not enroll in any medical coverage	51	14%
I am participating in a state exchange plan or Medi-Cal plan	142	40%
I am participating in my parent's medical plan	23	7%
I am participating in my spouse's medical plan	138	39%
TOTAL	**354**	**100%**

Continuing for the 2022 plan year, Anthem-Blue Cross employee members have an opportunity to receive a one-time, taxable incentive of $100 to visit their primary care physician and complete an annual physical exam. The incentive is paid as a payroll item after submitting their authorization to participate and exam results to our program partner, Wellworks. Limited, deidentified health and demographic information will be provided to the agency summarizing participants who complete the program. The incentive program is available until December 31, 2022.

Promotion of the incentive opportunity includes an email campaign, posters distributed to all agency locations, a website where participants can track their participation, assistance from Human Resources staff, and marketing and telephone support from Wellworks throughout the year. Administrative cost for the program is $11.00 per employee who submits program materials with a minimum required participation of 100 employee members. Lastly, Anthem-Blue Cross insurance cards have been distributed and employees have begun to receive them.

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: February 2, 2022

Subject: *Agenda Item 4(c)*: New California Minimum Wage Increase – **Info Item**

Beginning January 1, 2022, businesses with 26 or more employees will be required to increase their minimum wage from $14.00 to $15.00 an hour. This increase is part of a state law that requires the minimum wage for all industries to be increased yearly since January 1, 2017.

This increase will impact approximately 141 non-exempt staff across our various CAPK programs. Additionally, fifteen (15) exempt staff were brought to a minimum salary of $30.00/hour. The increase of wages was projected during the development of the 2021/2022 budget and are as follows:

- First-year impact to exempt staff salaries is approximately $31,000
- First-year impact to non-exempt staff salaries is approximately $188,000 (adjusting for part-year/full year mix of affected staff)

This update is another way CAPK is committed to aligning our practices with our Strategic Plan objectives of engaging and retained a strong workforce.

MEMORANDUM

To: Personnel Committee

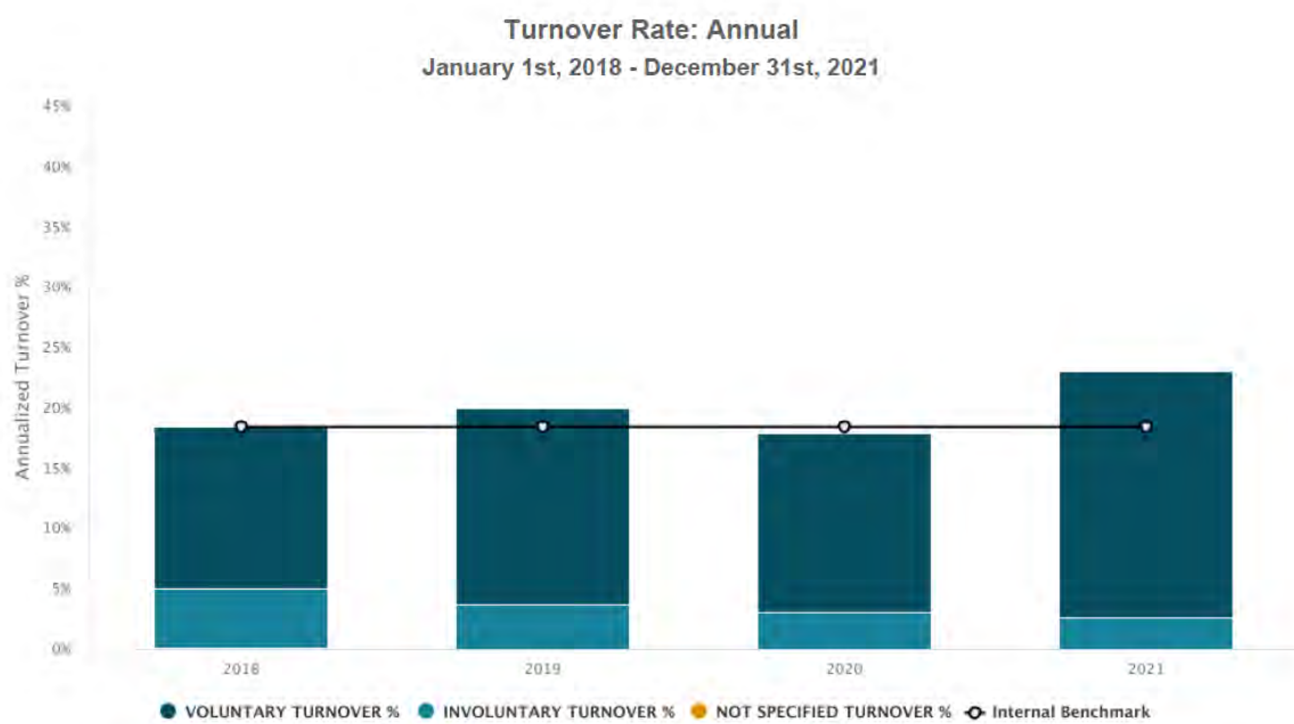
From: Tracy Webster, Chief Financial Officer

Date: February 2, 2022

Subject: *Agenda Item 4(d):* Human Resources Analytical Information CY 2021 – **Info Item**

It was requested by members of the Board of Directors to have information about the retention rates of the agency. Accordingly, we have assembled information about the period of January through December 2021.

It is important to understand that the last two years (2020 and 2021) have been anything but consistent. The country and entire world has experienced significant upheaval economically and socially, which as impacted the workplace. We saw a record number of people quit their jobs. The overall turnover rate for the agency was 23.02% for calendar year 2021. Involuntary turnover amounted to 2.61% and voluntary turnover amounted to 20.41%, a 5% increase from 2020.



Year	Involuntary Rate	Voluntary Rate	Total Turnover Rate
2018	5.07%	13.36%	18.43%
2019	3.99%	16.09%	20.08%
2020	3.09%	14.78%	17.87%
2021	2.61%	20.41%	23.02%

According to the U.S. Bureau of Labor Statistics, the average turnover rate for all industries in 2020 was 57.3%. Additionally, according to the Yale School of Medicine, turnover rates vary considerably depending on the setting. Wages are the strongest predictor of staff turnover in early childhood education centers. Early childhood education centers that paid high wages to their educators had lower turnover rates than centers that paid lower wages. The study also shows that turnover rates were also higher in centers serving children birth through age 5 than in centers serving children ages 3 to 5.

The CAPK turnover rate seems to match the mission and purpose of the agency. Many of the positions involved in the turnover computation are entry level positions. Our agency is dedicated to empowering staff and members of the community to become self-sufficient. This often results in staff growing beyond their position into positions outside of the organization.

As with other agencies and organizations, COVID-19 has played a huge role in how our retention rates were impacted. With a global pandemic and its impact on the workplace, CAPK had an incredible opportunity to raise competitiveness and begin listening to employees to create the conditions where employees stay. In 2020 and 2021, flexibility and the ability to work from anywhere became a necessity as the world shifted to a pandemic and post-pandemic workforce. In 2021, CAPK continued the Distance Learning initiative with over 250 active participants, as well as flexible work schedules to help mitigate potential loss. The primary reasons for voluntary turnover within CAPK are due to ongoing concerns with Covid-19 exposures to themselves and family members, and high costs and availability of affordable childcare. For better or worse, the pandemic permanently shifted people’s mindsets when it comes to what they value.

DATE	February 9, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID554 291 684#

Program Review & Evaluation Committee Minutes

Per Governor's Executive Order N-29-20 and Assembly Bill 361, meeting to be held via tele-conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309.

1. **Call to Order**

   Committee Chair Nila Hogan called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

   Roll call was taken with a quorum present.

   Present: Nila Hogan (Chair), Michelle Jara-Rangel, and Marian Panos

   Absent: Maritza Jimenez, Joe Garcia

   Others present: Traco Matthews, Chief Program Officer; Yolanda Gonzales, Director of Head Start/State Child Development; Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; Pritika Ram, Director of Administration; and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Program Presentation**

   a. Jacquelyn Guerra, VITA Program Manager

      Jacquelyn Guerra provided a presentation about the VITA program which gave an overview of the program and how it has grown over the years.

      Michelle Jara-Rangel asked if individuals should contact CAPK or the IRS directly if they did not receive one of their refund payments. Jacquelyn Guerra said that VITA assists clients via the Tracing the Check process and that there can be a delay in getting their refund if the IRS needs to track down the payment.

5. **Regular Business**

   a. January 2022 Program Reports – Pritika Ram, Director of Administration – ***Action Item***

      Pritika Ram presented the January 2022 Program Reports for approval and provided notable highlights.

      Motion was made and seconded to approve the January 2022 Program Reports. Carried by unanimous vote (Panos/Jara-Rangel).

b. Application Status Reports & Funding Requests for January 2022– Vanessa Cortez, Senior Community Development Specialist – ***Action Item***

Vanessa Cortez presented the above Application Status Report and Funding Profiles for approval.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Panos/Jara-Rangel).

c. February 2022 Head Start / State Child Development Enrollment Update & Meals Report – Robert Espinosa, PDM Administrator – ***Action Item***

Robert Espinosa presented the above report for approval.

Michelle Jara-Rangel asked how many children are in the referral process of getting IEP or IFSP? She noted that the Reviewers are going to want to know this information and an explanation for why the goals have not been met. Robert Espinoza said he does not have this information but will provide it as a follow-up item at the next meeting.

Michelle Jara-Rangel asked if staff knows how many children are on the waiting list and what the current enrollment numbers are. Robert Espinoza said that staff vacancies continue to hinder enrollment and provided our current enrollment numbers.

Michelle Jara-Rangel also asked what the staff's plan of action looks like for children and staff that are absent due to COVID. Robert said there is a plan of action to ensure children stay enrolled and while staff cannot provide virtual instruction, children are provided with homework and activities to keep them engaged.

Motion was made and seconded to approve the January 2022 Head Start / State Child Development Enrollment Update & Meals Report. Carried by unanimous vote (Jara-Rangel/Panos).

d. 2022 Head Start Program Planning Calendar – Jerry Meade, Assistant Director of Head Start: Program – ***Action Item***

Jerry Meade presented the above action item for approval.

Michelle Jara-Rangel mentioned that she doesn't see on the calendar the training that relates to performance standards 1301.5 and 1302.12. Jerry Meade explained that it's not part of the application process but said it can be added. Yolanda Gonzales added that she and Jeremy have discussed, and she plans to work on presenting this to the Board in March.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Jara-Rangel/Panos).

e. Strategic Plan 2021 – 2025 Goal 2 Update – Yolanda Gonzales, Director of Head Start / State Child Development – ***Info Item***

Yolanda Gonzales presented the above info item and provided an update on the progress made with Goal 2 of the Strategic Plan

6. Committee Member Comments

- None

7. Next Scheduled Meeting

Program Review & Evaluation Committee
12:00 pm
Wednesday, March 16, 2022
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 12:50 pm.

January 2022 Program Monthly Reports

PRE Committee February 2022

Community Development

2-1-1 Kern Call Center

Coordinated Entry Services

M Street Homeless Navigator Center

Rental Assistance

Community Action Partnership of Kern

Monthly Report 2022

Month	January-22	**Program/Division**	2-1-1 Call Center Program
Division/Director	Traco Matthews Chief Program Officer	**Program Manager**	Jennifer Jordan Program Administrator
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The 2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. The 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has over 15 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera through the United Way partnerships.

Most Requested Services	Homeless Assistance	Food Stamps/SNAP	Utility Payment Assistance
Top 3 Unmet Needs	Healthcare	ncome Support Assistanc	Housing

Information and Referral Services Calls Handled	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Kern County (SRV 7c)	7,965	7,965	90,000	106%	9%
Kings County (SRV 7c)	228	228	4,000	68%	6%
Tulare County (SRV 7c)	982	982	18,000	65%	5%
Stanislaus County (SRV 7c)	1,000	1,000	19,200	63%	5%
Fresno & Madera (SRV 7c)	2,288	2,288	20,000	137%	11%
Merced & Mariposa (SRV 7c) (*effective March 2022*)	0	0	500	0%	0%
Total I&R Calls Handled	**12,463**	**12,463**	**151,700**	**73%**	8%

Staffing vs. Call Volume	**Current Staff**	**Staff Needed Per Call**	**Staff Over/ Short**
2-1-1 staff designated for calls handled across all counties contracts with the expectation of 42 calls per staff for an 8-hour shift.	17	1.7	**(12.59)**

Grant Funded Services	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
CalFresh Application (SRV 7b & SRV 7c)	20	20	300	80%	7%
Medi-Cal Application (SRV 7b & SRV 7c)	7	7	100	84%	7%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)	15	15	300	60%	5%

2-1-1 Website Visitors	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Duplicated Visitors *(i.e., accessing 2-1-1 e-services and database resources)*	18,347		225,000	98%	0%

Additional Program Call Handling	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
LIHEAP (SRV 7b & SRV 7c)	3,441	3,441	45,000	92%	8%
Mental Health (SRV 7c)	290	290	3,700	94%	8%
Health and Human Service Referrals (SRV 7c)	8,091	8,091	110,000	88%	7%
Total Other Services	11,822	11,822	158,700		

Community Action Partnership of Kern
Monthly Report 2022

Explanation (Over/Under Goal Progress)
Fresno/Madera Counties are a new contract for the 2-1-1 program. Overall, the team has challenged themselves to increase our annual goal for all counties. Although Kings, Tulare, and Stanislaus are under, the service still continues to be a necessity for those counties.

Month	January-22	Program/Work Unit	2-1-1 Call Center Program

Program Strategic Goals	Progress Towards Goal
1. Recruitment and Retention of staff	For the past several months, 2-1-1 has actively recruited for the Care Coordinator position. After several rounds of interviews, a candidate was selected and offered to. We anticipate the Care Coordinator to start on 2/15.
2. Contract Retention	2-1-1 continues to maintain and seek new contracts. In particular, the recent Fresno & Madera county contract. It's crucial for the team to build and sustain the rapport within this first year to hopefully expand into a 3 year contract.
3. TBD	

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Coordinated Entry Services (CES)
Division/Director	Rebecca Moreno Director of Community Services	**Program Manager**	TBD
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

Coordinated Entry Services (CES) is the system to assist communities in ending homelessness by providing a clear and systematic pattern for helping individuals to quickly access the most appropriate services available through standardized access, a standardized assessment process, and a coordinated referral (match) process for individuals to preventions, housing, and/or other related services. The following counties are currently being served by CAPK CES, Kern County and Stanislaus County.

Homeless Referrals/Assessments (SRV 7c)	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern County	1,038	1,038	10,000	125%	10%
Stanislaus County	0	0	5,000	0%	0%
Total Calls				#DIV/0!	#DIV/0!
Pending Assessments	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Kern Pending contact/call back	0	0	15	-	-
Stanislaus Pending contact/call back	0	0	15	-	-
Performance: Number of applicants who received a response within 24 Hours	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Kern County	847	847	7,800	130%	11%
Stanislaus County	0	0	3,750	0%	0%

Explanation (Over/Under Goal Progress)

CES is assisting the Rental and Utility Program through Housing Authority, accounts for 53 calls reported above.

Program Strategic Goals	Progress Towards Goal
1. Implement effective 24 hour response time for Stanislaus County.	
2. Increase staff recruitment and retention.	
3. Build provider network support with Stanislaus Continuum of Care (CoC)/Homeless Collaborative.	

Program Highlights

Community Action Partnership of Kern
Monthly Report 2021

Month	January-22	**Program/Work Unit**	M Street Navigation Center
Division/Director	Rebecca Moreno Director of Community Development	**Program Manager**	Laurie Hughey
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

CAPK operates the 147-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals and an array of mental health, medical care and economic resources to un- sheltered individuals with pets and partners.

Shelter Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) (FNPI 4a & SRV 7b)	105	210	950	133%	22%
Pets (i.e., kennel, emotional support assistance and service pet)	9	18	170	64%	11%
Residents Under 90 days length of stay	68	137	500	163%	27%
Exits to Permanent Housing (FNPI 4b)	8	16	96	100%	17%
Exits-Self	11	21	180	73%	12%
Exits-Involuntary	70	141	400	210%	35%
Case Management Services (SRV 7a)	903	1,806	3,000	361%	60%
Critical Incidents	16	32	360	53%	9%
Shelter Residents Meals (SRV 5ii)	3,809	7,618	60,000	76%	13%
Number of Volunteers *(duplicated)*	36	72	175	247%	41%
Volunteers Hours *(duplicated)*	148	296	1,500	118%	20%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Number of residents participating in job training program (i.e. project hire up, financial literacy, etc.)	Two residents participating in Project Hire Up, 34 completed financial literacy through Chase Bank, 2 completed Serve Safe certification, 1 recertification for class A driver's license, one possible hired at Goodwill
2. Develop Encampment/Overnight parking program at Navigation location.	Encampment- Paving has been completed for encampment area, estimate for privacy slats for fencing sent to the county Safe Parking - estimate sent to county for cameras to be added to the front parking lot. New contract will need to be developed and finalized with the county.
3. Increase job retention/recruitment at M street by (1) developing job descriptions that accurately reflect the job they are doing (2) differential pay for PM/Overnight employees, (3) regrading/reclassification of job positions	5% differential pay approved for PM/Overnight shelter worker position, Program Manager reviewing all M street job descriptions to accurately reflect current job duties/responsibilities and possible regrading of job classifications to increase pay for various positions.

Community Action Partnership of Kern
Monthly Report 2021

Month	January-22	Program/Work Unit	M Street Navigation Center

Race Demographic	Month
18 - 24	13
25 - 34	36
35 - 44	48
45 - 54	38
55 - 61	20
62+	30
Total:	**185**

Race Demographic	Month
American Indian or Alaska Native	15
Asian	3
Black or African American	37
Native Hawaiian or Other Pacific Islander	
White	124
Multiple races	6
Client Don't know / Refused	
No Answer	
Total:	**185**

Gender	Month
Female	81
Male	101
Trans Female (MTF or Male to Female)	1
Trans Male (FTM or Female to Male)	1
Gender Non-Conforming (i.e. not exclusively male or female)	1
Client doesn't know	
Client refused	
No Answer	
Total:	**185**

Zip Code	Month		
93301	30	76711	1
93304	22	NA	33
93305	25		
93306	10		
93307	19		
93308	15		
93309	9		
93311	1		
93312	3		
93313	1		
93212	1		
92210	1		
93240	1		
93241	1		
90003	1		
93561	2		
93291	1		
93280	2		
93283	1		
93291	1		
93280	2		
49503	1		
87401	1		
Total	**185**		

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Rental Assistance
Division/Director	Rebecca Moreno	**Program Manager**	Ian Sharples
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The Rental Assistance has two programs focused on improving housing security for program participants. The first is Emergency Service Grant (ESG) Rental Assistance program which provides payment of rental arrears to prevent evictions. The second is Housing for the Harvest, which provides provides a financial incentive for at-home isolation for farmworkers who have been exposed to COVID-19. The CAPK Rental Assistance team also receives referrals from the Housing Authority of the County of Kern (HA) for their Rental and Utility Assistance Program (RUP). We provide follow-up services to obtain documentation from RUP applicants that the HA has been unable to contact. Once documentation is received, HA issues a rental assistance payment to prevent eviction.

ESG Rental Assistance	Month	YTD	YTD Goal	Month Progress	Annual Progress
SRV 4c Rent Payments (includes Emergency Rent Payments)	14	14	120	140%	12%
FNPI 4e. The number of individuals who avoided eviction.	14	14	120	140%	12%
Total Calls	**28**	**28**	**240**	140%	12%

Housing for the Harvest	Month	YTD	YTD Goal	Month Progress	Annual Progress
SRV 5hh Incentives (COVID-19 Self-Isolation Incentive)	3	3	300	12%	1%
FNPI 3h. The number of individuals engaged with the Community Action Agency who report improved financial well-being.	3	3	300	12%	1%

Housing Authority RUP Referrals	Month	YTD	YTD Goal	Month Progress	Annual Progress
Referrals Received	99	99	800	1	0
FNPI 4e. The number of individuals who avoided eviction.	0	0	80	-	-

Explanation (Over/Under Goal Progress)

The RUP referals just stated on 1/25 so we do not have timely and accurate data yet for obtaining documents. H4H is waiting on a revised contract to be able to take in new applications.

Program Strategic Goals	Progress Towards Goal
Obtain new sources of funding to be able to provide rental assistance services beyond the term of the current grants.	

Program Highlights

Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	CalFresh Healthy Living
Division/Director	Susana Magana Director of Health & Nutrition	**Program Manager**	Alejandra Morales
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The CalFresh Healthy Living improves the nutrition health of low-income Californians by providing access to nutrition education, physical activity education, and leadership towards healthy community initiatives.

Engage Supplemental Nutrition Assistance Program (SNAP-Ed) eligible participants in Nutrition Education (FNPI 5a) (SRV 5ff).	Month	YTD	YTD Goal	Month Progress	Annual Progress
Community Action Partnership of Kern (CAPK)	60	60	7,000	10%	1%
Kern County Superintendent of Schools (KCSOS)	45	45	1,000	54%	5%
Kernville Unified School District (KUSD)	80	80	1,000	96%	8%
Lamont Elementary School District (LESD)	44	44	1,000	53%	4%
Collaborate with SNAP-Ed approved Collaboratives to improve opportunities for the SNAP-Ed eligible population to have healthy choices (duplicated).	7	7			
Complete Nutrition Environment Food Pantry Assessment Tool (NEFPAT) to provide baseline data that could be valuable for interventions within the nutrition environment of food pantries.	0	0	12	0%	0%
Indirect Education: Indirect education, for SNAP-Ed purposes, is defined as the distribution or display of information and resources which involve no participant interaction with an instructor or multimedia.	1277	1,277	10,000	153%	13%

Explanation (Over/Under Goal Progress)

Community Action Partnership of Kern
Monthly Report 2022

Program Strategic Goals	Progress
1. CAPK is part of the County Nutrition Action Plan (CNAP) Collaborative in partnership with funded partners, such as the Kern County Department of Aging and Adult Services Department (KCAASD) and the University of California Cooperative Extension (UCCE) work to enhance opportunities for health and well-being by creating positive changes in the environment where we work, live and play.	The first Quarterly Steering Committee Meeting has been scheduled for the County Nutrition Action Plan (CNAP) requirement. The meeting is to be hosted on February 17th at 10 AM via Zoom.
2. Staff Professional Development	Staff attended Bi-weekly Meetings with Program Coordinator. Staff meetings foster interpersonal relationships and contribute to a healthy work environment within the CalFresh Healthy Living program.
3.Work with partners to plan and implement sustainable community measures to ensure changes that support healthy eating and physical activity.	Health Educators attended the F Street Farmers Market to connect with community members shopping at the site. Health Educators distributed hard copy Nutrition Education material and promoted Direct Education workshops.

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Food Bank
Division/Director	Susana Magana Director of Health & Nutrition	**Program Manager**	Joseph Chavez, Interim
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The Food Bank provides food assistance to low-income families and individuals through a network of more than 150 partnering food distribution sites throughout Kern County. The Food Bank also offers the Senior Food boxes to individuals ages 60 & older. The Backpack Buddies program provides youth with food when they are out of school (i.e., afterschool/weekends/holidays) distributed at CAPK youth centers, schools, and other community sites.

Food Distributions	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served (Duplicated) (SRV 5jj)	36,959	36,959	400,000	111%	9%
Pounds Received	1,308,743	1,308,743	22,000,000	71%	6%
Pounds Carried Over from Previous Month	1,021,140				
Pounds Distributed	**1,640,054**	**1,640,054**	**22,000,000**	**89%**	7%
Senior Food	**Month**	**YTD**	**Month Goal**	**Month Progress**	
Individuals Served (SRV 5jj)	3,763	3,763	4,800	78%	
Pounds Distributed	**127,942**	**127,942**	**144,000**	**89%**	
Free Farmers Markets	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Households Served (SRV 5jj)	725	725	13,200	66%	5%
Pounds Distributed	**25,747**	**25,747**	**185,000**	**167%**	14%
State-based Meal Kits (i.e., 3-4 day Food Supply 30lbs box)	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Meal Kits Received (SRV 5jj)	**4,200**	**4,200**	**25,000**	**202%**	17%
Total Pounds Distributed	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
All Programs	**1,797,943**	**1,797,943**	**22,354,000**	**115%**	8%
Volunteers	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Volunteers who received job skill training (SRV 6f) (paid partnership though service providers, duplicated)	12	12	210	**69%**	6%
Other Volunteers (i.e., general public, duplicated)	279	279	750	446%	37%

Explanation (Over/Under Goal Progress)

Community Action Partnership of Kern
Monthly Report 2022

Program Strategic Goals	Progress Towards Goal
1. Improve data collection and reporting methods.	Pending research on client database and training.
2. Inventory System Enhancement	Starting Phase 2 of new inventory system (Scan guns)
3. Increase numbers of volunteers.	Utilize CRM Volunteer Management portal

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Migrant Childcare Alternative Payment (MCAP)
Division/Director	Susana Magana Director of Health & Nutrition	**Program Administrator**	TBD
Reporting Period	January 1 , 2022 - December 31, 2022		

Program Description

The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidy to migrant, agriculturally working families. Families can apply for child care services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, the family can migrate anywhere in California to follow agricultural work and their childcare services can continue.

Services	Month	YTD	Goal	Month Progress	Annual Progress
Number of Child Enrollments	70	1,280	2,000	42%	64%
Childcare Providers (SRV 7f)	7	259	300	28%	86%
MCAP Subsidies (SRV 7e) Jul 21-Jun 22	**Month of Dec processed in January**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Provider Payments-Subsidies Expended	$897,205	$ 4,697,684	$13,000,000	83%	36%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Fill Staff Vacancies.	Currently recruiting for Program Administrator, 1 Family Services Specialist and 1 Enrollment Technician. A Subsidized Reimbursement Specialist has been offered position and is pending orientation.
2. Retain Staff.	Recruiting efforts include reaching out to previous temp employees to apply to current open positions. Program Director is working to update the program organization chart to include additional staff to support the program's recent contract growth.
3. Contingency Staffing Plan	The two program coordinators have been participating in the ROMA cohort training.

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Women Infants & Children (WIC) Nutrition
Division/Director	Susana Magana Director of Health & Nutrition	**Program Manager**	Lorna Speight
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The Women Infants & Children (WIC) program provides education, breastfeeding support and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 18 sites throughout Kern County, 5 locations in San Bernardino County, and through one mobile WIC clinic to reach hard-to-serve populations.

Services	Month	YTD	Goal	Month Progress	Annual Progress
Caseload (SRV 5g)	12,531		16,160	78%	
Local Vendor Liaison-Contact Stores (contact 68 vendors 1 contact required per quarter totaling 272 contacts per year)	20	20	272	7%	7%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)	0		900	0%	
Prenatal Education: 25% of prenatal will receive the "Let's talk" pre-natal class. (Class is given in last trimester of pregnancy)	119	119	1,350	106%	9%
Outreach	**Month**	**YTD**	**Goal**	**Month**	**Annual**
Online Enrollment	164	164	1,800	109%	9%
WIC Presentations and Outreach Events	3	3	48	75%	6%
Publication in newspaper, television, and/or social media postings (English and Spanish)	55	55	720	92%	8%
Regional Breast Liaison (RBL)	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Meet with key community stakeholders (i.e., medical managed care, hospital staff, lactation support, health care providers, other WIC agencies) in Region 24 to increase breastfeeding awareness and referrals to the WIC program, as well as share WIC digital materials and utilization.	0	0	48	0%	0%

Community Action Partnership of Kern
Monthly Report 2022

Explanation (Over/Under Goal Progress)

Participation held steady from December 2021. Participants are still hesitant to come in for certification or recertification appointments due to Covid-19.
RBL position was still vacant in January - New RBL starting Feb 1, 2022.
Outreach numbers events not attended as outreach coordinators was out for 2 weeks.
Breastfeeding infant numbers - the State WIC report for this measure was unavailable at the time of this report.
LVL vendor contacts -LVL was needed to assist with clients due to many staff being out due to Covid.

Program Strategic Goals	Progress
1 Increase participant use of tele-health (doxy.me) platform with goal.	WIC staff are looking into ways to market this platform to participants to encourage tele-health use.
2. To work with outreach to come up with strategies to increase WIC retention and re-engagement with current participants.	Brainstorming ideas to re-engage with clients who haven't been coming to appointments - working on survey to send to participants to determine reason for disengagement.

Program Highlights

Youth and Community Services

East Kern Family Resource Center

Oasis Family Resource Center

Energy, Weatherization, and Utility Assistance

Friendship House Community Center

Shafter Youth Center

Volunteer Income Tax Assistance

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	East Kern Family Resource Center (EKFRC)
Division/Director	Fred Hernandez Youth & Community Services	**Program Manager**	Matthew Buck
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

East Kern Family Resource Center (EKFRC) is a regional resource center based in Mojave, Ca. The EKFRC assists individuals and families from the desert and Tehachapi Mountain communities. The primarily focusing on referred families with children who are at risk of abuse and neglect, and families unprepared to enter kindergarten successfully. The EKFRC also assists walk-in clients with basic needs, clothing, faxing/copying services, HEAP applications and referrals. All goals are determined by the Scope of Work provided by our funders for each contract

Differential Response	Month	YTD	Annual Goal	Month Progress	Annual Progress
Provide One Time Referral Services to Families (SRV 7c)	25	25	140	214%	18%
Provide One Time Referral Services to Children (SRV 7c)	55	55	300	220%	18%
Case Management-Families (SRV 7a)	26	26	60	520%	43%
Case Management-Children (SRV 7a)	51	51	130	471%	39%
Differential Response Total	**157**	**157**	**630**	**356%**	25%

First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	15	15	30	600%	50%
Children Receiving Case Management Services (SRV 7a)	22	22	30	880%	73%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	13	13	10	1560%	130%
Children Educational Center Base Activities (FNPI 2b)	22	22	25	1056%	88%
Children Educational Home Base Activities (FNPI 2b)	28	28	15	2240%	187%
Children Summer Bridge Activities (FNPI 2b)	0	0	10	0%	0%
Collaborative Meetings Participated	0	0	9	0%	0%
Family Support Services for non-clients with children ages 5 and under	41	41	150	328%	27%
First 5 Total	**141**	**141**	**279**		51%

Walk-In Services (Non-Clients)	Month	YTD
Food/Household Items (SRV 5jj; SRV 5nn)	87	87
Referrals/Administrative Services (SRV 7c)	263	263

Explanation (Over/Under Goal Progress)

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	Program/Work Unit	East Kern Family Resource Center (EKFRC)
Program Strategic Goals		**Progress Towards Goal**	
1. Move to a better-suited location.			
2. Offer more on-site services.			
3. Expand our reach across the East Kern Communities.			
Program Highlights			

Month	January-22	**Program/Work Unit**	Oasis Family Resource Center
Division/Director	Youth & Community Services Freddy Hernandez	**Program Manager**	Eric Le Barbe
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgecrest and surrounding communities. They focus on providing case management and educational support to families to build resilience

First 5	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)
Parents Receiving Case Management Services (SRV 7a)	1	1	30	20%	3%
Children Receiving Case Management Services (SRV 7a)	2	2	30	40%	7%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	6	6	10	360%	60%
Children Educational Home Base Activities (FNPI 2b)	2	2	15	80%	13%
Children Summer Bridge Activities (FNPI 2b)	0	0	10	0%	0%
Collaborative Meetings	1	1	8	75%	13%
Family Support Services for non-clients with children 5 and under	3	3			
First 5 Total	**15**	**15**	**103**	87%	15%

Walk-In Community Services (Duplicated & Non First 5 Clients)	Month	YTD
Food/Household Items (SRV 7c)	41	41
Referrals/Administrative Services (SRV 7c)	13	13
Emergency Clothing (SRV 7n)	3	3
Copies	5	5
Transportation Assistance (SRV 7d)	0	0
COVID-19 Supplies (SRV 5oo)	10	10
Total Community Services	**72**	**72**

Explanation (Over/Under Goal Progress)

The First 5 Kern numbers appear to be low in January as we only signed up one new family for services this month. However, the reporting for F5K is on a different fiscal year schedule than CAPK from July 2021 to June 2022 and numbers are on target with a total of 20 families being currently case managed. We have identified new families we are working to convert into case management services. We also operated with minimal staff coverage this month due to a COVID outbreak. We have seen an increase of walk-in community services this month.

Program Strategic Goals	Progress Towards Goal
1. Offer Court Mandated Nurturing Parenting Class every other quarter.	We are offering the class this quarter and six parents already completed the first month of classes in January.
2. Strengthen educational Homebase and Summer Program for children ages 0 - 5 utilizing Kern Early Stars Resources.	The contract with Kern Early Stars was signed on January 31st and were are scheduling training including more learning resources in Spanish.
3. Increase range of services offered to clients in the Ridgecrest community by brining VITA & Energy Assistance programs on site to the Oasis FRC.	VITA is now scheduling appointments at the Oasis FRC once a month in Ridgecrest during tax season. We are working on changing our Office assistant part-time position into a full-time position so she can become a trained energy technician for half her time in the office.
4. Apply for 3 three funding opportunities that would help extend range of services outside First 5 clients for under served families (Children 6-18, seniors, and homeless individuals).	We received a $10,000 donation from Dollar General in January to help provide more services to the clients we serve. We are in the process of applying for more funding with First 5.

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	Program/Work Unit	Energy & Utility Assistance
Division/Director	Fred Hernandez Youth & Community Services	Program Administrator	Wilfredo Cruz Jr
	January 1, 2022 - December 31, 2022		

Program Description

The Energy Program assists income-eligible Kern County residents with utility bill payment, free weatherization, and energy education at no cost to the participant. Weatherization services include weather stripping; repair or replacement of windows and doors, heating/ cooling appliances, stoves, refrigerators, and more.

Low-income Home Energy Program (LIHEAP) 2021 Ends June 30, 2022	Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance	326	326	2,275	172%	14%
Utility Payments	$215,625	215,625	$1,942,401	133%	11%
Households Served - Weatherization	13	13	60	260%	22%
Low-income Home Energy Program (LIHEAP) 2022 Ends June 30, 2023	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	7	7	1,500	6%	0%
Utility Payments	$10,411	10,411	$2,000,000	6%	1%
Households Served - Weatherization	0	0	90	0%	0%
American Rescue Plan Act (ARPA) Ends March 2023	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	215	215	1,750	147%	12%
Utility Payments	$317,765.00	317,765	$3,500,000	109%	9%
2020 DOE - Weatherization Ends June 30, 2022	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served Weatherization	0	0	10	0%	0%
2021 Low-Income Household Water Assistance Program (LIHWAP)*	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	N/A	N/A	TBD		
Utility Payments	N/A	N/A	TBD		
Totals	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)	**548**	**548**	**5,525**	119%	10%
Total Utility Payments	**$ 543,801**	**543,801**	**$ 7,442,401**	88%	7%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t)	**13**	**13**	**160**	98%	8%

Explanation (Over/Under Goal Progress)

* LIHWAP contract still in negotiations - expect to receive May/June 2022, ends 2023.

Program Strategic Goals	Progress Towards Goal
1.Become fully staffed and fully trained - Reach 90% staffed and 90% fully trained levels (both in WX and UA).	Currently in the process of reviewing/interviewing/hiring potential applicants

2. Continue to develop the use of Hancock to become fully paperless across the entire program (100% = fully paperless).	We have been attending weekly trainings with Hancock (entire program) to learn additional functionalities. Currently at 5%.
3. Fully expend funds for contracts that end in the current fiscal year (2021 LIHEAP and 2020 DOE).	We are focusing our efforts on spending the remainder of these two contracts

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Friendship House Community Center (FHCC)
Division/Director	Fred Hernandez Youth & Community Services	**Program Manager**	Lois Hannible
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

Located in Southeast Bakersfield, the program serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.

Youth Programs	Current Enrolled	Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (FNPI 2c.2., FNPI 2c.3, SRV 2p) Reporting ends June 30, 2022	30	2	2	30	80%	7%
Summer Program (Max Capacity due to COVID) (SRV 2m)	0	0	0	25	0%	0%
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)	9	0	0	35	0%	0%
Medi-Cal Outreach (ends June 30, 2022)		**Month (Added)**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Social media emails and impressions		276,578	276,578	3,000	110631%	9219%
Canvasing phone calls and flyers		3,690	3,690	15,000	295%	25%

Explanation (Over/Under Goal Progress)

The FHCC Mentor and Afterschool Programs have been actively recruiting program participants. However, due to the uptick in COVID, program enrollment has slowed a bit. The FHCC Medi-Cal Program is responsible for program outreach for Medi-Cal. Program outreach has drastically increased, through the use of billboards, online ads, and a GET bus ad.

Program Strategic Goals	Progress
1. Develop an Ad Hoc Committee and implement a fencing/lighting campaign for the CAPK Friendship House.	A CAPK Foundation Board meeting was held on Jan. 25th, which included the participation of the FHCC Advisory Board. During that meeting plans were made to develop a fencing/lighting campaign for the FHCC and to develop an Ad HOC Committee to oversee the implementation. An Ad Hoc Committee of 5 is being formed. More to come.
2. Develop a meeting schedule for the Friendship House Advisory Board and implement scheduled meetings/trainings.	A meeting schedule for the FHCC Advisory Board will be devised in February of 2022. Trainings, events, and fencing/lighting campaign tasks will be implemented throughout the meeting schedule.
3. Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.	FHCC Program Manager is working with the CAPK Executive team on three grant opportunities: Whale Tail, CalVIP, and KFHC community grant.

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Shafter Youth Center (SYC)
Division/Director	Fred Hernandez Youth & Community Services	**Program Manager**	Angelica Nelson
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The Shafter Youth Center (SYC) serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.

Youth Programs	Current Enrolled	Month	YTD	Goal	Month Progress	Annual Progress
Summer Program starting in June (Max Capacity due to COVID) (SRV 2m)			0	30	0%	0%
After School/Learning Pods Enroll (FNPI 2c &SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)	13	13	13	25	624%	52%

Community Programs	Month
Girl Scouts, Dignity Health Mental Health Project, Service Club meetings, Seniors walking groups in the mornings, Computer Lab access, Zumba, Fitness Boot Camp, Open Basketball, etc.	3 groups; 4 individual walkers

Outreach Activities	Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)	2	2	6	400%	33%
Community Events (i.e., diaper, food, PPE distributions)	1	1	6	200%	17%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress

1. Increase youth program registration as COVID restrictions ease up while maintaining a safe environment.	
2. Increase attainment of program funding to provide larger variety of program offerings.	
3. Increase community engagement, including volunteers, social media, program participation.	Facebook posting is being used to recruit youth

Program Highlights

Although not selected for the award, Program Manager Angie Nelson was nominated for 2021 Shafter Chamber of Commerce's Humanitarian of the Year. Activities from CAPK, Lions Club, Woman's Club and AB 617 Steering Committee contributed to the nomination.

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/Work Unit**	Volunteer Income Tax Assistance (VITA)
Division/Director	Fred Hernandez Youth & Community Services	**Program Manager**	Jacqueline Guerra
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

VITA offers no-cost tax preparation and e-filing for low and moderate-income individuals and families. VITA also assists eligible clients to take advantage of the Earned Income Tax Credit (EITC), increasing their tax return and boosting the local economy. All VITA services are provided by IRS-certified staff and volunteers.

Completed Tax Returns (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Federal	194	194	4,300	1200%	5%
State	194	194	4,100	1200%	5%

Refunds and Credits (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Federal Refunds	$449,313	$449,313	$5,100,000	1200%	9%
State Refunds	$46,129	$46,129	$1,500,000	1200%	3%
Federal EITC *(income limit $57,414/household)*	$186,059	$186,059	$2,200,000	1200%	8%
CalEITC *(income limit $30,000/household)*	$17,796	$17,796	$370,000	1200%	5%
Total Refunds and Credits	**$699,297**	**$699,297**	**$9,170,000**	1200%	8%

Individual Taxpayer Identification Number (ITIN) (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Applications (New/Renewal)	2	2	75	1200%	3%

Explanation (Over/Under Goal Progress)

Totals are for all tax years done ranging from 2018-2021. The season opened for CAPK on 1/25. It will be picking up in the month of February, there were many clients who had not received all of their documents. Appointments are fully booked through Feb 24th, as of 2/2/22.

Program Strategic Goals	Progress Towards Goal
1. Develop and implement site expansion plan, including isolated areas and new partners.	Discussion of new site in Lake Isabella. New seasonal sites include McFarland, Mojave, and Ridgecrest.
2. Build community awareness of VITA services through partnership opportunities.	Outreach team is attending all food bank distributions and swap meet events. Collaboration of flyer distribution has been established with other low income service providers including low income cell phone carriers, DHS, events at the mercado Latino and schools in areas of tax sites.
3. Program capacity building by pursuing funding opportunities to support operational expenses.	Donation received from Blue Anthem in the amount of $25,000. Discussion with the county to discuss operational support funding.

Program Highlights

Administration

Grant Development

CAPK Foundation

Outreach & Marketing

Community Action Partnership of Kern
Monthly Report 2022

Month	January-22	**Program/ Work Unit**	Executive Division
Division/Director	Pritika Ram Director of Administration	**Program Manager**	
Reporting Period	January 1, 2022 - December 31, 2022		

Program Description

The services under the Executive Division range from fund and grant development/research to outreach and media/public relations, as well as new business development. This includes project management of agency level initiatives, such as the 2021-25 Strategic Plan and CAA-related plans, and special projects.

Outreach Social Media	Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Training	19,004	19,004	220,000	104%	9%
Facebook Impressions (i.e., number of times users see content)	13,514	13,514	500,000	32%	3%
Other Social Media Impressions	3,119	3,119	145,000	26%	2%

Outreach Advocacy	Outreach Special Projects
Expressed support for increase in Renters Tax Credit	Supported Energy program work on advertising campaign for Weatherization
Began work on 2021 Annual Report	Reviewed Marketing partnership proposals
Hosted virtual meeting with Nicole Parra	Hosted Virtual EITC Day
Held meetings with elected official staff	Shot and shared videos for EITC Week
Advanced Advocacy plan efforts	Developed FHCC campaign materials
	Supported VITA launch of new tax season
	Developed Outreach Calendar and Process Map
	Handled media inquires on tax services and Wonderful grant award

Grants In Progress/Research	Projects
see Application Status Report	KCCD partnership grants

Community Services Block Grant (CSBG)	Process Improvement (i.,e, ROMA, PCDD)
2021 Annual Report Preparations Due 2/15/2022	CRM Volunteer Management (B.3a.) and Outreach and Advocacy program publised Process Mapping guide for services.
Update on 2022 PRE Workbooks	

Foundation
Director of Development Recruitment Continues
Friendship House Community Center (FHCC) Campaign for Fencing and Lighting
Joint partnership with the Foundation Board and FHCC Advisory Council

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Customer Relationship Management Projects, including Volunteer Management, inter-agency Referral Management, and contract management.	VM training has been completed and some programs have began using the software. The executive division is assisting with data entry. The online portal is active and ready to be utilized byt the public.

2. Increase grant development and marketign activities, which are aligned with the 2021-25 Strategic Plan.	Contract for services with two (2) grant writing firms with specific focus areas. Pending contact with marketing firm to support CAPK outreach efforts.
3. Agency-level adoption of Results Oriented Management & Accountability (ROMA) and Patient-Centered Data Driven Principles to programmatic and operational use.	January - completed PCCD cohort. Feburary - beginning National Community Action Partnership (NCAP) Pathways to Excellence Training (12 month program) (B.4f.) October 2021 to August 2022 Certified Community Action Professional (CCAP) Training (B.4c.)
Program Highlights	

Application Status Report Detail
February 2022

Funder	Opportunity Name	Description	Amount Requested	Amount Awarded	Status
California Department of Social Services (CDSS)	The Emergency Food Assistance Program (TEFAP) Reach and Resilience	Food Bank assessment and service gaps.	$ 100,000.00	$-	Pending Outcome
CVS Pharmacy	CVS Giving's Donations	Oasis FRC - Emergency Closet	$ 1,000.00	$-	Pending Outcome
Friends of Mercy Foundation	Sister Phyllis Hughes Endowment for Special Needs	Oasis Family Resource Center operational and client needs - Letter of Intent Only	$ 10,000.00	$-	Pending Outcome
US Economic Development Administration	FY 2021 Economic Development Administration (EDA) American Rescue Plan Act Good Jobs Challenge. Planning Phase with Kern Community College District (KCCD).	Designed to train workers with the skills to secure a union job or a quality job that provides good pay, benefits, and growth opportunities.	$-	$-	Development
California Board of State and Community Corrections (BSCC)	California Violence Intervention and Prevention (CalVIP) Grant Program	Designed to reduce local crime rates. CAPK will submit two applications: (1) CAPK lead under the Friendship House Community Center. Focus: Employment Training Program. (2) Subcontractor for the City of Bakersfield. Focus: Mentorship Program.	$-	$-	Development

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Private - TBD	**CAPK Program**	Executive Division
Funding Agency	NCAP	**Project Name**	Place-Based Approach to Vaccination Disparities Effort
CFDA	N/A	**Target Population**	Vaccine Adverse/Low Adoption
Reapplication (Y/N)	N	**Number to be served**	Pending Kern County Rates
Estimated Request	$425,000.00 (est)	**Division Director**	Pritika Ram
Award Period	7 months	**Program Manager**	-

Project Goal (One sentence goal statement)

Increase vaccine awareness and adoption in marginalized communities.

Project Description (Brief one paragraph description)

The project, Place-Based Approach to Vaccination Disparities Effort, is held in partnership with the Association for State and Territorial Heal Organizations (ASTHO), Gramercy Research, and the National Community Action Partnership (NCAP). This project is designed to help communities reduce racial and ethnic disparities with respect to vaccination rates, knowledge, and trust to improve health equity and reduce vaccine-preventable diseases among adults. NCAP will provide intensive support through a Learning Community Group cohort of six (6) place-based teams consisting of Community Action Agencies, community members with lived poverty experience, and local partners.

Estimated Budget Summary

The pilot program will operate for a seven-month period and the expected grant amount will be $425,000.00 (est). Staff is scheduled to meet with the partners on 2/22/2022 to discuss the details, including allowable expenditure and sub-awards.

Approvals:

		Tracy Webster	Feb 2, 2022
1. Division Director	Date	4. Chief Financial Officer	Date
Pritika Ram Digitally signed by Pritika Ram Date: 2022.02.02 13:58:33 -08'00'	2/2/2022	[signature]	Feb 3, 2022
2. Director of Administration	Date	5. Chief Executive Officer	Date
[signature]	Feb 2, 2022		
3. Chief Program Officer	Date		

Date Presented / Approved:

PRE Approval: ________ B&F Approval: ________ Executive Approval: ________ Board Approval: ________

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	**Month/Year:** January 2022
Program/Work Unit: Head Start/Early Head Start	**Program Administrator:** Robert Espinosa
Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Enrollment Breakdown	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start Kern	**1317**	**920**	**70%**		**4%**	**5%** **4%**
Early Head Start Kern • EHS Center Based • EHS Home Based • EHS Home Based-Interim	**446** 243 123 80	**279**	**63%**	 201 /243 74/123 4/80	**9%**	**5%** **4%**
Early Head Start San Joaquin	**313**	**188**	**60%**		**11%**	**6%** **9%**
Early Head Start Partnership • Angela Martinez • Bakersfield College • Blanton • Garden Pathways • Taft College • Escuelita Hernandez • Seeking Partner	**152** 24 32 16 11 42 16 11	**90**	**60%** 75% 66% 81% 55% 69% 19% 0	 18/24 21 /32 13/16 6/11 29/42 3/16 0/11	**6%**	**9%** **8%**

HIGHLIGHTS:
Early Head Start Partnership Enrollment Updates: The Escuelita Hernandez Little Preschool project is complete pending licensing. The Grand Opening is February 24, 2022, at 10:00 AM.

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	226	**240**

Division Staffing = 701*			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
596	105	22	100

HIGHLIGHTS: *Adjusted number total Staffing for the Division based on 3/1/2022 consolidated budget.
4 staff onboarded
3 staff promoted
Interviews conducted for 6 open requisitions

Compliance
Office of Head Start Focus Area 2 (FA2) Monitoring Review Update: The FA2 hybrid review is scheduled for the week of February 14, 2022. Head Start program staff have been preparing for the FA2 review since the new Head Start monitoring protocols were released in late November. The following sites will be reviewed in-person across the three Head Start grants: Kern Grant: California City, Harvey L. Hall, Pete H. Parra, Primeros Pasos, Sterling, Taft, Willow EHS San Joaquin Grant: Chrisman, Kennedy, Lodi UCC EHS Child Care Partnership: Bakersfield College, Blanton Academy, Garden Pathways

Central Kitchen January 2022				
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Center Totals	**52,969**	20,273	16,318	16,378

1. **HIGHLIGHTS:** The Central Kitchen staff have made all required adjustments needed for all the closures and meal count changes. Central Kitchen staff have stepped up to make sure that the kitchen doesn't have any disruption in service, while shifting roles and responsibilities for their own staff absences due to COVID.

CACFP						
December 2021						
Total Meals Delivered			**Meals Allocated**		**# of Meals Served**	**% of Meals Served**
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
49,682	11,270	60,952	29,179	31,773	33,259	55%

MEMORANDUM

To: Planning Committee

From: Jerry Meade, Assistant Director ~ Program

Date: February 9, 2022

Subject: *Agenda Item 5d*: Head Start 2022 Program Planning Calendar – **Action Item**

The Head Start/State Child Development Division is requesting approval of an annualized Program Planning Calendar for the Kern Head Start/Early Head Start grant #09CH011132. The Program Planning Calendar is based on the funding cycles for the program. The funding cycle begins on March 1, 2022.

The intent of the program is to continue to provide a comprehensive service delivery plan that supports school readiness for children ages 0-5. This calendar will guide CAPK's initiatives in managing the development, implementation, and evaluation of early learning theories. The calendar includes a list of activities and persons responsible, timelines, and governing bodies involved in the decision-making process that will lead to the submission of the Head Start refunding application.

This program supports state and county efforts to improve communities by promoting educational opportunities that enrich the lives of children and their families. Upon approval, the Head Start/State Child Development Division will begin priority-based initiatives noted for the completion of the annual Head Start refunding application due in December 2022.

Recommendation:
Staff recommends the PRE Committee approve the Head Start 2022-23 Program Planning Calendar.

Attachment:
2022-23 Program Planning Calendar

Community Action Partnership *of* Kern
Head Start and State Child Development Division
2022 Program Planning Calendar for Grant Application Due December 1st
Funding Cycles: 3/1/2022 – 2/28/2023

Planning Activity	**Persons Responsible/ Team Leader**	**Timelines**	**Governing Bodies Involved**	**Governance Timelines**	**Governance Action Type**
Written Planning Procedure • Identify the planning team • Review & update planning calendar	Administrative Analyst & Assistant Director Program	January – February	Policy Council Board of Directors	March	Approval Approval
Recruitment Plan and Selection Criteria • Based on Community Assessment • Develop selection criteria (requires PC approval) • Develop Recruitment Plan	PDM Administrator; Audit & Enrollment Committee; Community Partners; Program Parents	October – November	Policy Council Board of Directors	January	Approval Approval
Self-Assessment • Identify strengths & areas needing improvement • Develop Corrective Action Plans	Quality Assurance Administrator, ED & SS Administrator	January – May	Policy Council Board of Directors	May	Approval Approval
Comprehensive Data Analysis • Community Assessment • Child outcomes • Child assessments • CLASS assessments • ITERS & ECERS • Family Services data • CCR • Health data • Evaluate Staffing Data • Budget vs. actual expenditures • Non-Federal share • Parent surveys • ERSEA Data • Disabilities Data *Comprehensive Data Analysis*	PDM Administrator; ED & SS Administrator; Quality Assurance Administrator; Professional Development Manager, Assistant Directors	March – June			

Planning Activity	Persons Responsible/ Team Leader	Timelines	Governing Bodies Involved	Governance Timelines	Governance Action Type
continued… • Training evaluations • Program Information Report (PIR) • Ongoing monitoring results • Self assessment results May include other data sets relevant for determining community and program needs and strengths					
Program Improvement Plans • Based on data including those from the Self Assessment, PIR, federal review report, etc…	HS Director; Administrative Team	June – July	Policy Council Board of Directors	August	Approval Approval
Program Design & Program Options • Review site locations • Basis for program options • Include in Refunding Application	Administrative Analyst & HS AD Program; Audit & Enrollment Committee	April – May	Policy Council Board of Directors	June	Approval Approval
Goals and Objectives • Identify priorities • Review/revise Head Start and State Child Development division mission statement • Identify long & short term program goals	Administrative Analyst & HS AD Program; Administrative Team; Board of Directors; Policy Council	April – May	Policy Council Board of Directors	June	Approval Approval
Program Information Report (PIR) • Summarize data • Verify data • Input data into online Head Start Enterprise System	Quality Assurance Administrator; Administrative Staff	June – August	Policy Council Board of Directors	February	Informational Informational
Begin Budget Draft • Include funds to support	Finance; Admin Team	June – August			

Community Action Partnership *of* Kern
Head Start and State Child Development Division
2022 Program Planning Calendar for Grant Application Due December 1st
Funding Cycles: 3/1/2022 – 2/28/2023

Planning Activity	**Persons Responsible/ Team Leader**	**Timelines**	**Governing Bodies Involved**	**Governance Timelines**	**Governance Action Type**
program goals/ objectives • Involve all divisions that support the requirements of the Head Start program					
Program Objectives & Need for Assistance • Draft program narrative	Administrative Analyst; HS AD Program & Administrative Team	June – August			
Training and Technical Assistance Plan • Identify training needs based on the results of data analysis • Indicate outcomes and evaluation of achievement	PDM Administrator; Professional Development Manager	Draft June-Aug Final October	Policy Council Board of Directors	October	Approval Approval
Completed Budget • Final management review & approval	HS Director; CPO: CFO	August			
Completed grant application including: • Program options and design • Program priorities, goals & objectives • Training & Technical Assistance (T/TA) Plan • Line item budget & budget narrative	HS Director; CFO, HS AD Program, Administrative Analyst	October	Policy Council Board of Directors	October	Approval Approval
Approved Grant Application Submitted for funding	Administrative Analyst & HS AD Program	Oct./Nov. 15th			
Head Start Annual Report	Quality Assurance Administrator; Admin Team	February			

Community Action Partnership *of* Kern
Head Start and State Child Development Division
2022 Program Planning Calendar for Grant Application Due December 1st
Funding Cycles: 3/1/2022 – 2/28/2023

Planning Activity	**Persons Responsible/ Team Leader**	**Timelines**	**Governing Bodies Involved**	**Governance Timelines**	**Governance Action Type**

Begin planning cycle for 2023 – February 2024 Program Year

Community Assessment • Collect data • Compile information into written Community Assessment	Administrative Analyst & HS AD Program; Administrative Staff	November – January	Policy Council Board of Directors	March	Informational Informational

MEMORANDUM

To: Program Review & Evaluation Committee

From: Yolanda Gonzales – Director of Head Start/State Child Development

Date: February 9, 2022

Subject: *Agenda Item 5e:* Strategic Plan 2021-2025 – Goal 2 Update, **Info Item**

Strategic Goal 2 – Is to ensure that all families in the communities we serve have access to high quality early learning and care choices to meet their diverse needs.

Group 2 met on Friday, January 28, 2022, in attendance were Lois Hannible, Jerry Meade, Matthew Buck, Angelica Nelson, Eric Le Barbe, Vanessa Cortez, Freddy Hernandez, and Yolanda Gonzales.

The purpose of this meeting was to identify the groundwork that our team would have to complete in order to achieve the individual objectives of goal 2. The group had an open discussion to identify some of the programs that CAPK currently provides throughout the communities we serve and the importance of collaborating with other departments, groups, and community partners. We also took this opportunity to trouble shoot the strategic planning software and to make sure that all team members had the appropriate access to the software.

The next step for our group is to review each individual objective in detail and identify the number of activities and projects that we as a team would have to complete to meet each objective. Each member of the team will also be required to visit the software and become familiar the objectives and help identify current and new opportunities that could assist towards the achievement of goal 2. The next meeting for our group will take place on March 4, 2022. Our hope is that we are able to identify current and new opportunities taking place in the communities we serve.

Attachment:
Action Plan by Team Member Yolanda Gonzales.

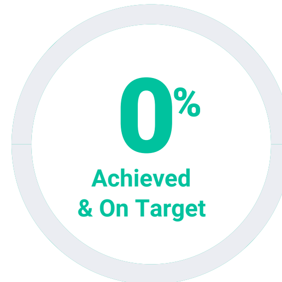
Mission

Community Action Partnership of Kern will address underlying causes of poverty, alleviate the effects, and promote dignity and self-sufficiency in the communities we serve.

Vision:

We envision communities where all people have equal opportunities to achieve greater self-sufficiency and attain thei version of the American Dream.

Performance Summary



3 Goals

- 0% Achieved
- 0% On Target
- 0% Off Target
- 0% Critical
- 0% Deferred
- 100% Not Started

My Items

Item	YTD Actual
2.1: Expand access to services and resources for health and safety of children and youth by providing a safe environment.	
2.2: Support the quality and availability of non-traditional hours of service.	
2.2.2: Continue to work with partners like the Community Connection for Child Care (CCCC) on referrals and partnerships to increase capacity of...	

Item	YTD Actual
2.3: Support workforce development and employment opportunities for CAPK clients.	

Item	Owner	EOY Target:	Jan-Mar	April-June	July-Sept	Oct-Dec
Objective **Expand access to services and resources for health and safety of children and youth by providing a safe environment. (2.1)** Aligned to: #2 All families in the communities we serve have access to high-quality early...	Yolanda Gonzalez	*Percent Complete*	7.86%			
Objective **Support the quality and availability of non-traditional hours of service. (2.2)** Aligned to: #2 All families in the communities we serve have access to high-quality early...	Yolanda Gonzalez	*Percent Complete*	7.86%			
Activity **Continue to work with partners like the Community Connection for Child Care (CCCC) on referrals and partnerships to increase capacity of existing and new provider networks (2.2.2)** Aligned to: #2 All families in the communities we serve have access to high-quality early...	Yolanda Gonzalez	*Percent Complete*	7.86%			
Objective **Support workforce development and employment opportunities for CAPK clients. (2.3)** Aligned to: #2 All families in the communities we serve have access to high-quality early...	Yolanda Gonzalez	*Percent Complete*	7.86%			

No goals to display.

DATE	February 16, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / 318 642 801#

Budget & Finance Committee Minutes

Per Governor's Executive Order N-2920 and Assembly Bill 361, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

1. **Call to Order**

Committee member Fred Plane called the meeting to order at 12:03pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

Roll call was taken with a quorum present.

Present: Janea Benton (arrived at 12:07 pm and left at 12:45 pm), Guadalupe Perez, Fred Plane, Ana Vigil

Absent: Jonathan Mullings

Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Traco Matthews, Chief Program Officer; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Lorna Speight WIC Program Administrator; Rebecca Moreno Director of Community Development; Gabrielle Alexander Director of Finance; and other CAPK staff

3. **Public Comments**

No one addressed the Committee.

4. **New Business**

a. Head Start / Early Head Start Budget to Actual Reports for January 2022 – Tracy Webster, Chief Executive Officer – ***Info Item***

Tracy Webster presented the above informational reports to the Committee.

b. County of Kern Housing for the Harvest Expanded Services Agreement- Rebecca Moreno, Director of Community Development - ***Action Item***

Rebecca Moreno presented the above action item for approval and reminded the Committee that in September of 2020, the Board approved the Housing for the Harvest (H4H) Services Contract with the County of Kern to support agricultural workers who were exposed or confirmed COVID-19 positive and in need of temporary isolation to mitigate the spread of COVID-19. The program was highly successful in Kern County and the County and Department of Human Services has requested CAPK to continue to provide support through client incentives until the remaining funds are expended and has extended the terms of the agreement and increased the budget.

Fred Plane asked if the H4H is a statewide program. Rebecca Moreno confirmed that it is.

Fred Plane asked if 85% of total participants in the state were the result in CAPK's involvement in the program. Rebecca Moreno confirmed that CAPK, along with the assistance of Adelante Strategies, achieved the high-level outcome and said the "boots on the ground" was key to the success.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benton/ Vigil)

c. Request for Proposal for United Way Stanislaus Coordinated Entry System - Rebecca Moreno, Director of Community Development– ***Action Item***

Rebecca Moreno presented the above action item for approval and said United Way of Stanislaus and the Department of Human Services for Stanislaus County approached CAPK's Coordinated Entry System (CES) program with a Request for Proposal. They are seeking assistance with providing services to include staffing, software/call center technology, and all related infrastructure to successfully assist their new Coordinated Entry System in relieving bottlenecks with their current process flow. They also inquired about expanding CES operations to their service area on a sustained basis.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benton/Vigil).

d. Request for Proposal for County of Kern, County Administrative Office Safe Parking/Encampment – Rebecca Moreno, Director of Community Development – ***Action Item***

Rebecca Moreno presented the above action item for approval and said that in support of Kern County's efforts, the M Street Navigation Center will provide overnight and day services to individuals experiencing homelessness that wish to utilize a safe space on the property of the M Street Navigation Center but do not wish to utilize a shelter bed.

Janea Benton asked what the camping space and safe parking would look like within CAPK's Navigation Center. Rebecca Moreno said there is a storage area off to the side next to the railroad tracks, and behind the storage area is an empty lot roughly around 20,000 to 30,000 square feet, which is where the proposed safe camping area will be. The main parking lot will be open at night for safe parking and will accommodate 10 parking spaces. The main security gate separates the parking lot between the M Street site and there will be reinforced fencing to separate the encampment and the M Street site. The encampment access area will be on the opposite end of the shelter.

Janea Benton asked if the property is owned by CAPK. Rebecca Moreno said the County owns all the property in the area, including the property where the Navigation Center is located.

Janea Benton also asked about the engagement process to approach the homeless community and help transition them into more permanent housing. Rebecca Moreno said the outreach team has an engagement process in place and is the same process used for the Navigation Center. It is expected that the people served with this project are usually shelter resistant, for a variety of reasons.

Fred Plane asked if the encampment and parking areas will be locked at night. Rebecca Moreno said that staff will begin intakes at approximately 6:00 pm and the gates will be locked overnight, opening again at 6:00 am. Once individuals are checked in, they will remain on the property throughout the night, unless there's an emergency, or unless there is an issue where they need to leave.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benton/Perez).

e. Marketing Consultant Services Contract –James Burger, Outreach & Advocacy Coordinator - ***Action Item***

James Burger presented the above action item for approval and said that the selected consulting firm Hey Salty Marketing, will provide an immediate impact on CAPK's outreach efforts and under the contract, the consultant will provide graphic design, video production, marketing campaigns, and communication enhancement. The contract also aligns with Strategic Plan Goals and Activities 3.1.1 and 4.3.1.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote, Fred Plane abstains (Benton/Perez).

f. Amendment to Architectural Service Contract – Emilio Wagner, Director of Operations – ***Action Item***

Emilio Wagner presented the above action item for approval and said the existing contract with Ordiz Melby required an amendment to revise the scope of work and pricing

Fred Plane asked where the additional funding will come from. Emilio Wagner said the American Rescue Plan Act of 2021 (ARPA) funds are available and staff has earmarked a portion of those funds for CAPK's construction projects

Fred Plane asked if the available ARPA funds are enough to cover the additional expenses, and questioned it there is enough funding to cover CAPK's other construction projects. Emilio Wagner said there are enough funds to see the projects through to completion.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benton/Vigil).

g. Annual Budget for Fiscal Year 2022/2023 – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above action item for approval. This item was presented at last month's meeting for introduction and feedback, and now the final version is presented for approval. One addition has been for the new Low Income Water Utility Assistance Program known as LIWAP. We have been notified that we will receive a contract in the coming weeks, and the program has been added into the budget document. Tracy reported that the annual operating budget (program services and support services) of $83,407,077 was developed using individual grant or program budgets prepared by program staff that were combined into the above functional categories. Funds related to COVID-19 Response accounts for $3,177,032 of the total budget. The annual budget for FY 2022/2023 is 5.5% less than the prior year.

The Indirect budget of $7,166,158 for the five support divisions: Executive, Human Resources, Finance, Operations, and Program Administration is 4.8% greater than the prior year. The Indirect Budget reflects projected costs for a grant writing consultant in the amount of $150,000 and a marketing consultant in the amount of $78,000 as well as the addition of one additional staff in Finance to support the implementation and maintenance of position control. Fiscal Year 2022/2023 will be the seventh year using the 10% indirect cost rate. 72.8% of the Indirect budget is for personnel costs and 27.2% is for operating costs.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Benton/Perez).

h. January 2022 Financial Statements – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above action item for approval and reported that it was not necessary to use the line of credit in January and does not foresee CAPK having to use it in the future.

The Central Kitchen expenditures are currently 104.0% at the end of 01/31/2022 and USDA revenue is at 71.6%. Expenditures are higher than the target of 91.7% (11 of 12 months). Due to COVID-19 the Central Kitchen is unable to serve the same level of meals for the Head Start program. CMAP is currently earning 59.4% as of December 31, 2021, andthe target for this period should be 50.0%. Center based state programs (CSPP, CMIG and CCTR) reflect average attendance/enrollment for the current period. The part year calendar starts in August. However, we are expecting low attendance rates given the restrictions stemming from the COVID-19 crisis. CCTR is at 49.4%, CSPP is at 38.9%, and CMIG is at 12.9%.

Additionally, we have been operating a CCTR program in San Joaquin County sponsored by SJCOE. The current attendance is 18.7% with a target of 58.3%.

The agency expenditures are currently at 82% for the year. The budget has been modified to reflect the approved Budget Revision #2. Much of the additional expenditures are one-time in nature and are set to expire within a short period. This is less than 81.7%.

The Indirect Fund budget to actual report for January month end showed that revenue is deficit expenditures by ($53,780) which is -8.5% of the budgeted indirect surplus. Overall expenditures are 87.3% of the budget and matches the target of 91.7% (11 of 12 months).

Fred Plane asked about the statement of position as of February 28th, 2021, as it shows donations at $41.9 million. Tracy Webster responded and said that the amount is high because of the requirement to value the food commodity donations. Fred Plane asked if it is possible to separate the cash donations from the food commodity donations. Tracy said that it can be done and will be presented that way in the future.

Motion was made and seconded to approve the January 2022 Financial Statements. Carried by unanimous vote (Vigil/Perez).

5. Committee Member Comments

- Fred Plane thanked the staff for always being attentive to questions.
- Jeremy Tobias thanked the Committee members for their time serving on the Budget & Finance Committee. New Committee assignments will be announced at the February 23, 2022 Board Meeting and commence in March.

6. Next Scheduled Meeting

Budget & Finance Committee
12:00 pm
Wednesday, March 23, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:49 pm.

o

MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Head Start - Kern*
Budget to Actual Report for the period ended January 31, 2022 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the third-year budget period is March 1, 2021 through February 28, 2022.

The following are highlights of the Kern Head Start Budget to Actual Report for the period of March 1, 2021 through January 31, 2022. Eleven months (91.6%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 86% of the budget, which is slightly greater than expenditures at this point in the prior budget period.

Training & Technical Assistance Funds

Overall expenditures are at 126% of the budget.

Carryover Funds

Overall expenditures are at 76% of the budget.

COVID Cares Funds

Overall expenditures are at 80% of the budget.

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

Non-Federal share is at 91% of the budget.

Community Action Partnership of Kern
Head Start - Kern
Budget to Actual Report
Budget Period: March 1, 2021 - February 28, 2022
Report Period: March 1, 2021 - January 31, 2021
Month 11 of 12 (91.6%)

Prepared 2/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,000,522	8,220,478	1,780,044	82%	18%
FRINGE BENEFITS	2,787,432	2,309,946	477,486	83%	17%
TRAVEL	0	64,635	(64,635)		
EQUIPMENT	0	0	0		
SUPPLIES	733,439	480,159	253,280	65%	35%
CONTRACTUAL	148,506	140,108	8,398	94%	6%
CONSTRUCTION	0	0	0		
OTHER	2,748,825	3,054,150	(305,325)	111%	-11%
INDIRECT	1,583,809	1,287,813	295,996	81%	19%
TOTAL BASE FUNDING	**18,002,533**	**15,557,290**	**2,445,243**	**86%**	**14%**

TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	41,904	16,568	25,336	40%	60%
SUPPLIES	23,986	51,607	(27,621)	215%	-115%
CONTRACTUAL	22,800	69,119	(46,319)	303%	-203%
OTHER	72,752	67,522	5,230	93%	7%
INDIRECT	16,144	18,519	(2,375)	115%	-15%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**177,586**	**223,335**	**(45,749)**	**126%**	**-26%**

CARRYOVER					
SUPPLIES	2,294		2,294	0%	100%
CONTRACTUAL	15,000		15,000	0%	100%
CONSTRUCTION	2,276,903	1,925,939	350,964	85%	15%
OTHER	20,000	0			
INDIRECT	231,443	106	231,337		
TOTAL CARRYOVER	**2,545,640**	**1,926,045**	**599,595**	**76%**	**24%**

COVID CARES					
PERSONNEL		80,843	(80,843)		
FRINGE BENEFITS		52,540	(52,540)		
SUPPLIES	295,335	221,867	73,467		
OTHER	155,558	8,387	147,171		
INDIRECT	46,675	36,099	10,575		
TOTAL COVID CARES	**497,567**	**399,736**	**97,831**	**80%**	**20%**

GRAND TOTAL HS FEDERAL FUNDS	**21,223,326**	**18,106,406**	**3,096,920**	**85%**	**15%**

HEAD START and EARLY HEAD START KERN NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	1,368,579	199,059	87%	13%
CALIF DEPT OF ED	5,193,619	4,808,557	385,063	93%	7%
TOTAL NON-FEDERAL	**6,761,257**	**6,177,136**	**584,121**	**91%**	**9%**

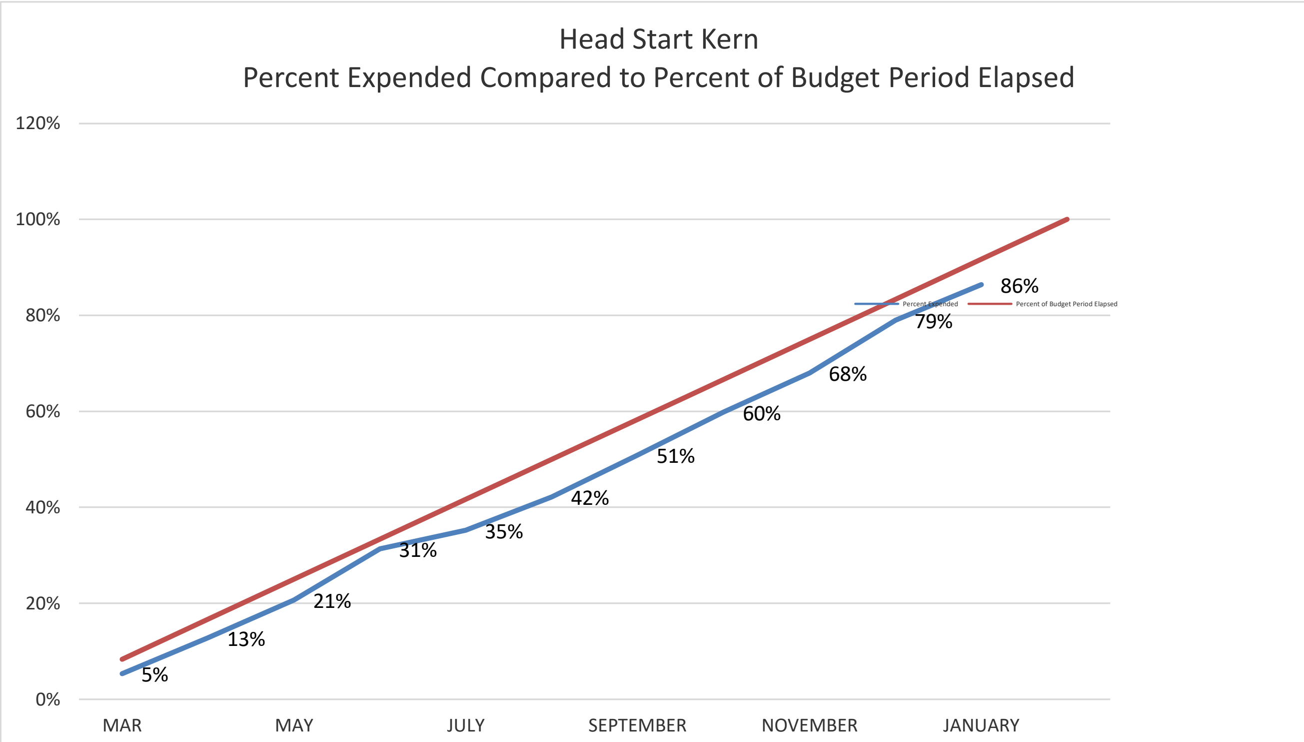
Budget reflects Notice of Award #09CH011132-03-01

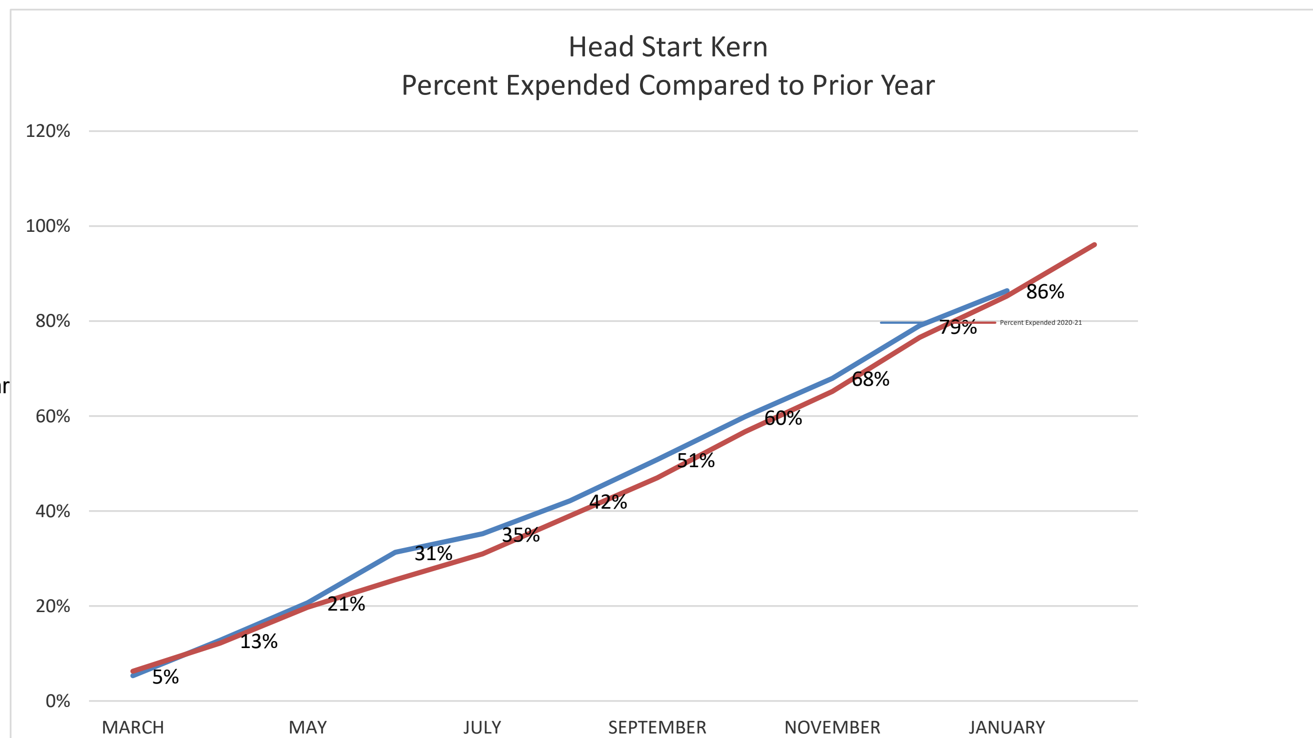
Actual expenditures include posted expenditures and estimated adjustments through 01/31/2022

Administrative Cost for HS and EHS Kern **6.6%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	21,871				**21,871**	2/20/2022
Lowe's	2,962.07				**2,962.00**	1/5/2022
Smart & Final	317.13				**317**	2/1/2022
Save Mart	1,138.78				**1,139**	01/292022
Chevron & Texaco Business Card	7,520				**7,520**	1/6/2022
Home Depot	18,045				**18,045**	1/14/2022
	51,854	**0**	**0**	**0**	**51,854**	


Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
5%
13%
21%
31%
35%
42%
51%
60%
68%
79%
86%
Percent Expended
Percent of Budget Period Elapsed
MAR
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY


Head Start Kern
Percent Expended Compared to Prior Year
120%
100%
80%
60%
40%
20%
0%
5%
13%
21%
31%
35%
42%
51%
60%
68%
79%
86%
Percent Expended 2020-21
MARCH
MAY
JULY
SEPTEMBER
NOVEMBER
JANUARY

MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Early Head Start - Kern*
Budget to Actual Report for the period ended January 31, 2022 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the third-year budget period is March 1, 2021 through February 28, 2022.

The following are highlights of the Kern Early Head Start Budget to Actual Report for the period of March 1, 2021 through January 31, 2022. Eleven months (91.6%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 73% of the budget, which is slightly less than expenditures compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 81% of the budget.

Carryover Funds

Overall expenditures are at 2% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Community Action Partnership of Kern
Early Head Start - Kern
Budget to Actual Report

Budget Period: March 1, 2021 - February 28, 2022

Report Period: March 1, 2021 - January 31, 2022

Month 11 of 12 (91.6%)

Prepared 2/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	5,021,133	3,819,296	1,201,837	76%	24%
FRINGE BENEFITS	1,751,175	1,067,544	683,631	61%	39%
TRAVEL	0	26,519	(26,519)		
EQUIPMENT	0	0	0		
SUPPLIES	483,444	313,617	169,827	65%	35%
CONTRACTUAL	36,432	62,713	(26,281)	172%	-72%
CONSTRUCTION	0	0	0		
OTHER	920,158	735,816	184,342	80%	20%
INDIRECT	809,704	548,389	261,315	68%	32%
TOTAL BASE FUNDING	**9,022,046**	**6,573,894**	**2,448,152**	**73%**	**27%**

TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	32,253	6,725	25,528	21%	79%
SUPPLIES	6,807	20,129	(13,322)	296%	-196%
CONTRACTUAL	11,412	66,585	(55,173)	583%	-483%
OTHER	102,788	31,772	71,016	31%	69%
INDIRECT	15,326	11,779	3,547	77%	23%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**168,586**	**136,990**	**31,596**	**81%**	**19%**

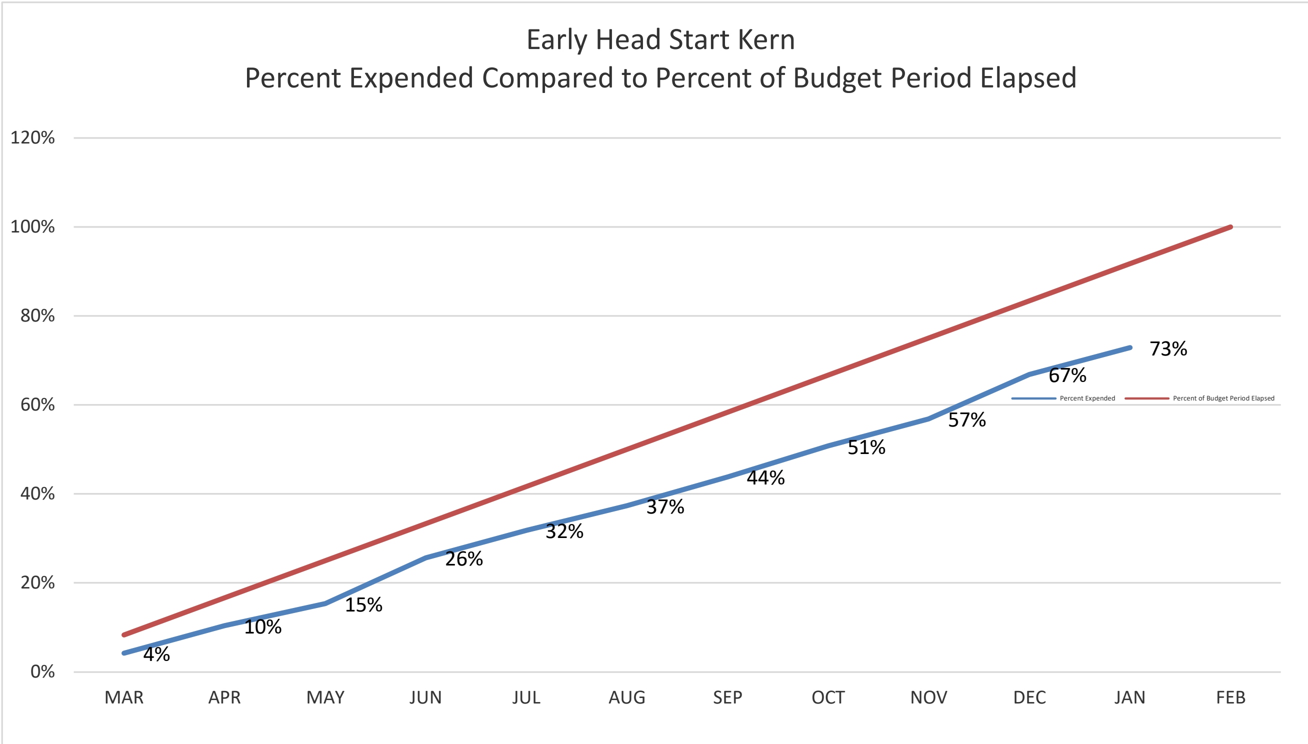
CARRYOVER					
SUPPLIES			0	#DIV/0!	#DIV/0!
CONTRACTUAL			0	#DIV/0!	#DIV/0!
CONSTRUCTION	4,208,158	88,672	4,119,486	2%	98%
OTHER		0	0		
INDIRECT	117,543	235	117,308		
TOTAL CARRYOVER	**4,325,701**	**88,906**	**4,236,795**	**2%**	**98%**

COVID CARES					
PERSONNEL		35,102	(35,102)		
FRINGE BENEFITS		28,570	(28,570)		
SUPPLIES	66,921	17,620	49,301	26%	74%
OTHER	18,194	1,788	16,406	10%	90%
INDIRECT	9,068	11,103	(2,035)		
TOTAL COVID CARES	**94,182**	**94,182**	**0**	**100%**	**0%**

GRAND TOTAL EHS FEDERAL FUNDS	**13,610,515**	**6,893,973**	**6,716,543**	**51%**	**49%**

Budget reflects Notice of Award #09CH011132-03-01

Actual expenditures include posted expenditures and estimated adjustments through 01/31/2022


Early Head Start Kern
Percent Expended Compared to Percent of Budget Period Elapsed
120%
100%
80%
60%
40%
20%
0%
4%
10%
15%
26%
32%
37%
44%
51%
57%
67%
73%
Percent Expended
Percent of Budget Period Elapsed
MAR
APR
MAY
JUN
JUL
AUG
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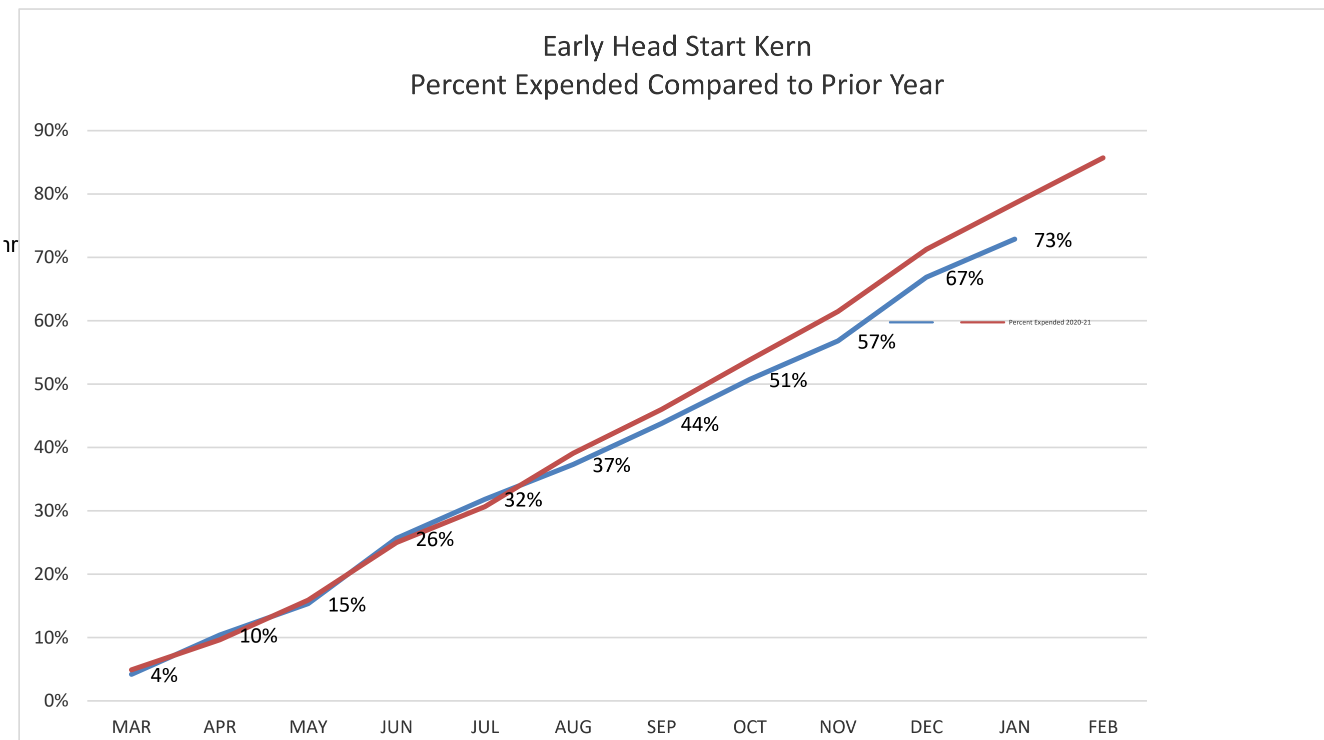
JAN
FEB


Early Head Start Kern
Percent Expended Compared to Prior Year
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
4%
10%
15%
26%
32%
37%
44%
51%
57%
67%
73%
Percent Expended 2020-21
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB

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, 2021 through February 28, 2022
Report for period ending **December 31, 2021** (Month 10 of 12)
Percent of budget period elapsed: 83%

LOCATION	Enroll-ment	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	3,806	3,344	1,604	832	0	603	802	872	850	861	107	0	13,679	40,535	34%
Alicante	20	2,759	2,527	2,754	3,695	1,994	2,133	5,345	5,714	6,469	5,438	74	0	38,902	20,268	192%
Angela Martinez	60	1,682	5,056	1,604	2,212	2,609	2,465	3,468	4,042	8,023	2,590	0	0	33,752	60,803	56%
Broadway	40	9,072	8,492	6,658	0	0	830	2,167	2,500	2,011	2,177	120	0	34,027	40,535	84%
California City	34	8,453	7,727	3,833	0	0	2,784	5,978	5,464	4,894	1,888	73	0	41,092	34,455	119%
Cleo Foran	23	15,779	14,629	14,352	12,627	8,483	6,362	5,747	3,912	6,835	5,819	58	0	94,604	23,308	406%
Delano	76	19,953	21,082	15,436	8,265	7,463	4,632	8,532	8,305	8,247	5,626	8	0	107,549	77,017	140%
East California	52	14,322	16,129	16,718	15,278	15,044	8,892	11,905	7,994	12,209	7,943	13	0	126,445	52,696	240%
Fairfax	40	8,429	9,246	5,856	0	0	1,691	4,415	4,278	4,191	2,707	175	0	40,988	40,535	101%
Fairview	40	7,209	8,499	5,236	5,291	4,000	1,870	7,149	7,553	6,242	8,505	195	0	61,749	40,535	152%
Harvey L. Hall	156	11,773	13,555	13,824	9,064	6,858	6,493	10,607	9,673	10,148	7,879	26	0	99,898	158,087	63%
Heritage	20	5,914	6,825	3,362	0	0	291	1,915	1,292	1,853	1,269	292	0	23,013	20,268	114%
Home Base	123	12,960	10,178	8,707	6,506	6,914	5,928	5,267	7,528	6,766	2,635	5	0	73,393	62,323	118%
Lamont	20	3,352	4,009	406	1,055	1,485	702	941	724	1,035	180	0	0	13,888	20,268	69%
Martha J. Morgan	72	8,319	7,861	7,623	5,287	6,211	5,554	6,184	6,633	6,467	5,495	177	0	65,811	72,963	90%
McFarland	20	2,099	2,182	1,391	0	0	985	3,269	7,404	9,673	10,196	36	0	37,235	20,268	184%
Mojave	20	7,890	10,296	5,212	0	0	0	0	0	0	0	0	0	23,397	20,268	115%
Oasis	60	5,094	7,534	5,183	4,325	3,895	2,209	4,047	4,386	3,990	3,161	0	0	43,824	60,803	72%
Pete H. Parra	128	9,302	10,728	9,209	4,272	2,128	3,222	7,386	14,072	17,495	8,279	6	0	86,099	129,713	66%
Planz	20	0	1,168	0	0	0	0	799	503	1,774	1,345	39	0	5,628	20,268	28%
Primeros Pasos	78	13,621	9,779	8,495	4,687	3,316	4,263	5,007	5,921	6,808	6,914	111	0	68,921	79,044	87%
Rosamond	80	5,024	6,643	2,972	1,649	0	0	51	45	79	0	15	0	16,479	81,070	20%
San Diego Street	40	2,566	2,282	2,970	2,501	1,709	3,549	4,681	4,698	3,627	1,698	113	0	30,395	40,535	75%
Seibert	40	0	0	0	0	0	0	0	95	106	0	0	0	201	40,535	0%
Shafter	20	3,661	2,948	2,292	1,198	436	2,947	6,628	7,005	10,670	9,374	0	0	47,160	20,268	233%
Shafter HS/EHS	25	1,137	2,606	2,500	2,453	2,067	2,227	2,323	1,792	2,792	3,064	78	0	23,038	25,334	91%
Sterling	124	7,380	8,415	7,493	8,090	8,172	4,393	5,814	6,570	5,931	2,536	0	0	64,795	125,659	52%
Sunrise Villa	20	2,328	1,874	651	1,718	0	971	1,493	1,903	1,623	850	0	0	13,413	20,268	66%
Taft	63	4,500	5,261	3,946	0	0	430	1,550	3,486	3,631	2,168	136	0	25,109	63,843	39%
Tehachapi	34	2,181	0	0	0	0	0	1,821	1,351	1,326	0	190	0	6,869	34,455	20%
Vineland	20	4,160	2,420	923	1,009	1,100	587	1,214	1,589	2,353	0	104	0	15,459	20,268	76%
Virginia	40	3,948	4,743	3,377	0	0	764	5,706	5,233	5,370	4,542	33	0	33,714	40,535	83%
Wesley	60	27,407	27,036	13,247	0	0	2,892	6,681	8,451	9,955	9,615	0	0	105,285	60,803	173%
Willow	55	5,130	4,162	2,753	0	0	762	826	3,369	3,595	0	58	0	20,655	55,736	37%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA
Governance		0	0	0	0	0	0	0	0	0	0	0	0	0	15,000	
Program Services		23	130	119	10,127	0	0	6,907	484	0	24	0	0	17,814	74,265	24%
SUBTOTAL IN-KIND	**1,763**	**241,230**	**249,365**	**180,707**	**112,143**	**83,885**	**81,428**	**146,625**	**154,841**	**177,035**	**124,780**	**2,244**	**0**	**1,554,282**	**1,813,530**	**86%**
State General Child Care*		218,706	214,532	221,798	216,097	167,020	182,708	187,329	199,701	174,882	199,738	0	0	1,982,510	2,821,834	70%
State Preschool*		395,510	387,783	334,094	184,445	165,206	155,454	233,778	301,417	286,063	318,637	0	0	2,762,388	3,865,832	71%
State Migrant Child Care*		9,413	9,710	9,016	9,016	4,013	4,161	4,756	4,310	3,071	6,193	0	0	63,659	125,833	51%
SUBTOTAL CA DEPT of ED		**623,628**	**612,025**	**564,909**	**409,558**	**336,238**	**342,324**	**425,863**	**505,427**	**464,017**	**524,568**	**0**	**0**	**4,808,557**	**6,813,499**	**71%**
GRAND TOTAL		**864,858**	**861,390**	**745,616**	**521,701**	**420,123**	**423,752**	**572,488**	**660,268**	**641,052**	**649,348**	**2,244**	**0**	**6,362,839**	**8,627,029**	**74%**

*May include estimates

MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Early Head Start – San Joaquin*
Budget to Actual Report for the period ended January 31, 2022 – **Info Item**

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021 through January 31, 2022. Twelve months (100%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 87% of the budget, which is slightly below where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 104% of the budget. The combined personnel and fringe benefit expenses are at 97% of this budget.

Carryover Funds

Overall expenditures are at 0% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

Non-Federal share is at 100% of the budget.

Community Action Partnership of Kern
Early Head Start - San Joaquin County
Budget to Actual Report

Budget Period: February 1, 2021 - January 31, 2022

Report Period: February 1, 2021 - January 31, 2022

Month 12 of 12 (100%)

Prepared 1/13/2021

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,239,569	2,779,563	460,006	86%	14%
FRINGE BENEFITS	913,403	690,848	222,555	76%	24%
TRAVEL	0	37,454	(37,454)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	130,220	156,671	(26,451)	120%	-20%
CONTRACTUAL	9,500	24,383	(14,883)	257%	-157%
OTHER	720,292	717,509	2,783	100%	0%
INDIRECT	498,077	387,144	110,933	78%	22%
TOTAL	**5,556,061**	**4,824,762**	**731,299**	**87%**	**13%**

TRAINING & TECHNICAL ASSISTANCE FUNDS					
PERSONNEL	49,670	48,797	873	98%	2%
FRINGE BENEFITS	21,950	21,077	873	96%	4%
TRAVEL	3,260	4,264	(1,004)	131%	-31%
SUPPLIES	6,815	3,094	3,721	45%	55%
CONTRACTUAL	7,345	10,383	(3,038)	141%	-41%
OTHER	19,301	24,460	(5,159)	127%	-27%
INDIRECT	10,834	11,318	(484)	104%	-4%
TOTAL	**119,175**	**123,393**	**(4,218)**	**104%**	**-4%**

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

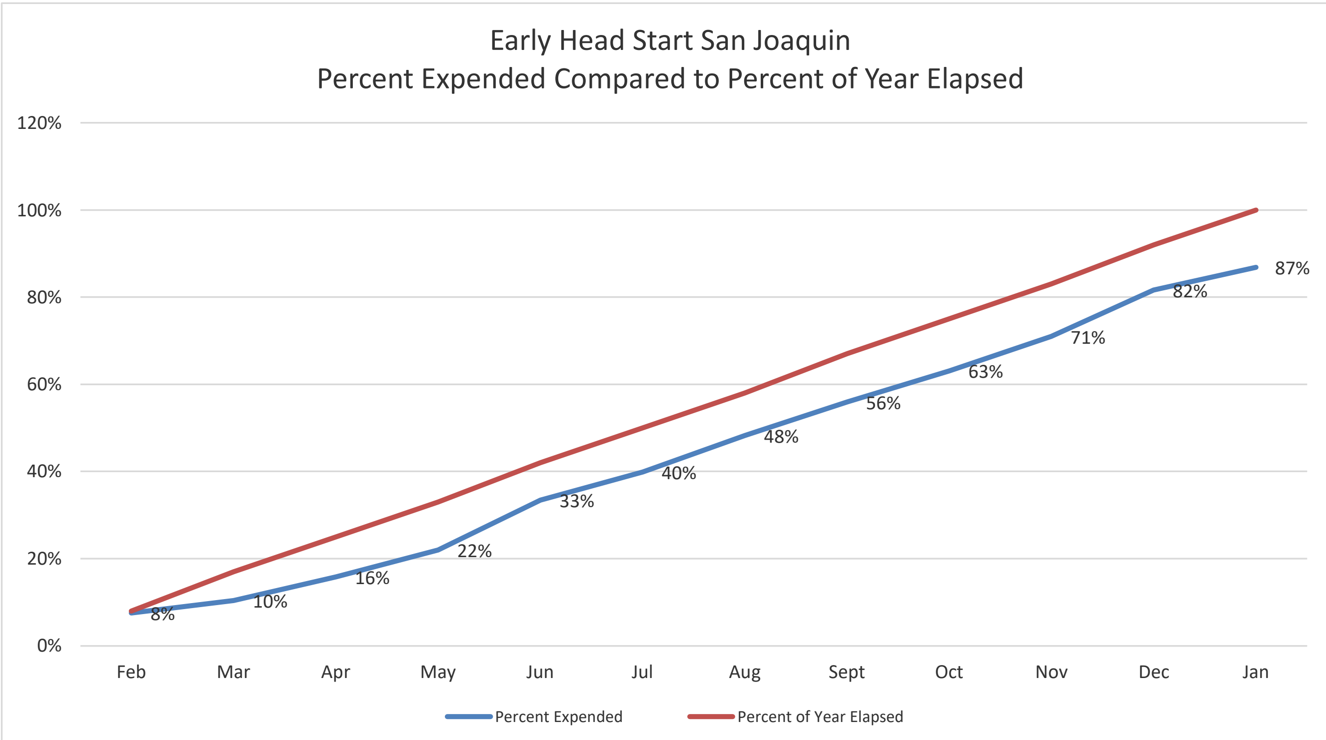
COVID CARES - Carried over from 2020-21					
PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	**106,797**	**106,796**	**1**	**100%**	**0%**
GRAND TOTAL EHS FEDERAL FUNDS	**6,264,019**	**5,054,951**	**1,209,068**	**81%**	**19%**

NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,630,480	1,630,480	0	100%	0%
TOTAL NON-FEDERAL FUNDS	**1,630,480**	**1,630,480**	**0**	**100%**	**0%**

Centralized Administrative Cost	6.0%
Program Administrative Cost	2.7%
Total Administrative Cost	**8.7%**

Budget reflects Notice of Award #09CH011406-02-02

Actual expenditures include posted expenditures and estimated adjustments through 01/31/2022


Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
8%
10%
16%
22%
33%
40%
48%
56%
63%
71%
82%
87%
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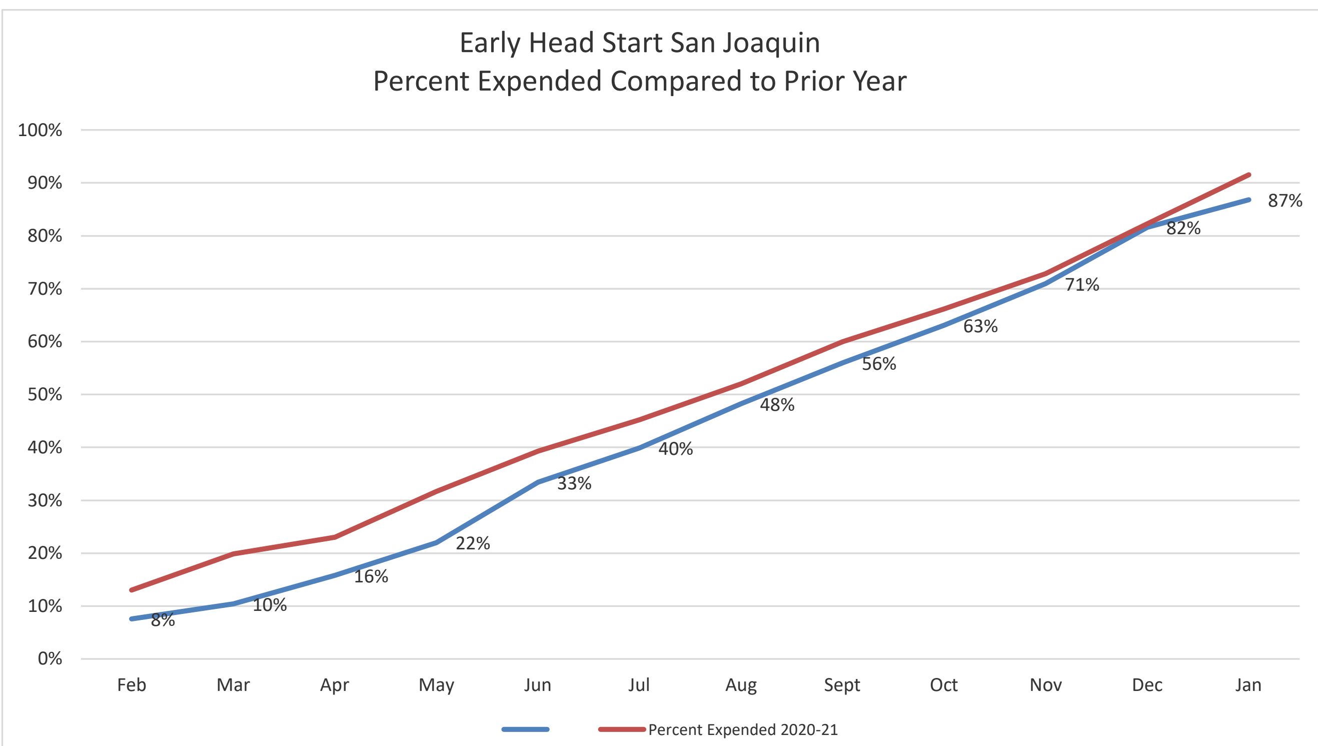
Jan
Percent Expended
Percent of Year Elapsed


Early Head Start San Joaquin
Percent Expended Compared to Prior Year
100%
90%
80%
70%
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8%
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Feb
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Percent Expended 2020-21

Community Action Partnership of Kern
San Joaquin Early Head Start
Non-Federal Share and In-Kind Year-to-Date Report
Budget Period: February 1, 2021 through January 31, 2022
Report for period ending January 31**, 2021** (Month 11 of 12)

Percent of budget period elapsed: 92%

LOCATION	FUNDED ENROLL-MENT	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	YTD Totals	IN-KIND GOAL	% OF GOAL MET
California Street	24	2,654	2,912	2,136	1,799	2,521	3,436	3,640	3,970	4,851	5,331	39,215	39,646	99%
Chrisman	20	2,493	2,771	2,804	2,097	1,582	3,456	3,486	2,813	2,929	4,042	31,617	33,039	96%
Gianone	16	1,009	1,300	1,254	1,179	1,130	1,283	1,316	1,679	345	0	10,496	26,431	40%
Kennedy	16	1,188	858	927	699	844	1,150	1,426	2,324	4,546	4,279	20,868	26,431	79%
Lodi Home Base	35	0	6,413	5,637	5,519	3,253	3,407	2,544	4,654	4,757	2,004	38,189	28,909	132%
Lodi UCC	30	3,271	3,946	2,019	2,649	2,934	2,945	3,246	2,321	1,656	1,603	28,177	49,558	57%
Manteca Home Base	12	1,106	3,329	3,285	2,982	1,967	1,679	3,097	2,321	3,818	2,503	26,548	9,912	268%
Marci Massei	24	2,453	3,257	2,521	2,094	2,170	2,461	1,860	2,436	2,754	870	23,845	39,646	60%
St. Mary's	24	3,029	2,929	3,172	2,203	1,754	2,760	1,359	1,405	1,299	1,885	21,994	39,646	55%
Stockton Home Base	90	5,231	9,230	11,746	8,147	7,212	7,970	7,202	7,100	8,269	7,007	84,346	74,337	113%
Tracy Home Base	12	0	0	0	0	0	1,654	0	0	1,114	1,170	3,939	9,912	40%
Walnut	24	3,004	3,300	4,579	5,262	2,716	3,673	1,816	3,207	2,664	2,956	35,789	39,646	90%
Administrative Services		0	0	0	0	0	0	0	0	0	0	6,681	0	
Program Services		15,169	15,194	18,213	15,348	8,655	8,655	8,655	8,655	8,855	8,655	140,044	108,412	129%
Policy Council		0	0	0	0	0	0	0	0	0	0	0	1,000	0%
SUBTOTAL IN-KIND	**327**	**40,606**	**55,437**	**58,292**	**49,978**	**36,738**	**44,529**	**39,648**	**42,883**	**47,858**	**42,304**	**511,747**	**526,525**	**97%**
State General Child Care*		120,553	164,511	162,164	150,886	151,577	80,599	85,432	83,637	86,076	70,748	1,156,182	1,175,152	98%
SUBTOTAL CA DEPT of ED		**120,553**	**164,511**	**162,164**	**150,886**	**151,577**	**80,599**	**85,432**	**83,637**	**86,076**	**70,748**	**1,156,182**	**1,175,152**	**98%**
GRAND TOTAL		**161,159**	**219,948**	**220,456**	**200,864**	**188,315**	**125,128**	**125,080**	**126,520**	**133,934**	**113,052**	**1,667,929**	**1,402,067**	**119%**

*May include estimates

MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: Early Head Start Child Care Partnerships*
Budget to Actual Report for the period ended January 31, 2022 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021 through January 31, 2022. Eleven months (91.6%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 60% of the budget, which is slightly above where we were compared to last year at this time.

Training & Technical Assistance Funds

Overall expenditures are at 36% of the budget.

Carryover Funds

Overall expenditures are at 95% of the budget.

COVID Cares Funds

Overall expenditures are at 20% of the budget.

Non-Federal Share

Non-Federal share is at 77% 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, 2022
Report Period: March 1, 2021 - January 31, 2022
Month 11 of 12 (91.6%)

Prepared 1/14/2021

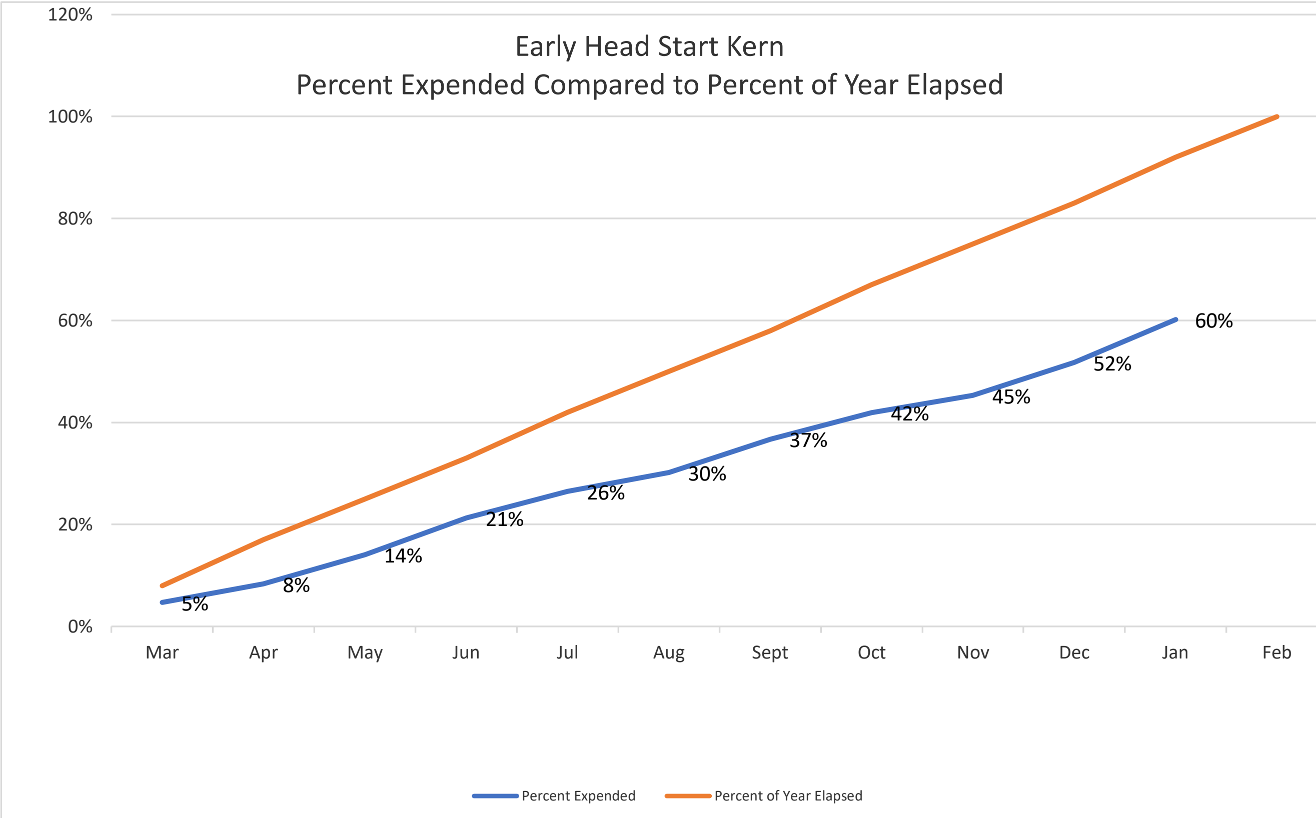
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	541,257	127,624	81%	19%
FRINGE BENEFITS	183,736	141,753	41,983	77%	23%
SUPPLIES	37,083	101,049	(63,966)	272%	-172%
CONTRACTUAL	1,091,504	369,210	722,294	34%	66%
OTHER	231,300	183,587	47,713	79%	21%
INDIRECT	215,164	122,454	92,710	57%	43%
TOTAL BASE FUNDING	**2,427,668**	**1,461,877**	**965,791**	**60%**	**40%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	5,294	2,741	2,553	52%	48%
SUPPLIES	16,391	2,488	13,903	15%	85%
OTHER	29,393	10,296	19,097	35%	65%
INDIRECT	5,107	1,626	3,481	32%	68%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**56,185**	**20,497**	**35,688**	**36%**	**64%**
CARRYOVER					
SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,371,566	87,015	96%	4%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	0	14,121	0%	100%
INDIRECT	4,412	400	4,012	9%	91%
TOTAL CARRYOVER	**2,507,114**	**2,371,966**	**135,148**	**95%**	**5%**
COVID CARES					
PERSONNEL	0	4,915	(4,915)		
FRINGE BENEFITS	0	779	(779)		
SUPPLIES	77,735	7,177	70,558	9%	91%
OTHER	24,361	7,950	16,411	33%	67%
INDIRECT	10,206	2,078	8,128	20%	80%
TOTAL COVID	**112,302**	**22,898**	**95,098**	**20%**	**80%**
GRAND TOTAL EHS FEDERAL FUNDS	**5,103,269**	**3,877,238**	**1,231,725**	**76%**	**24%**

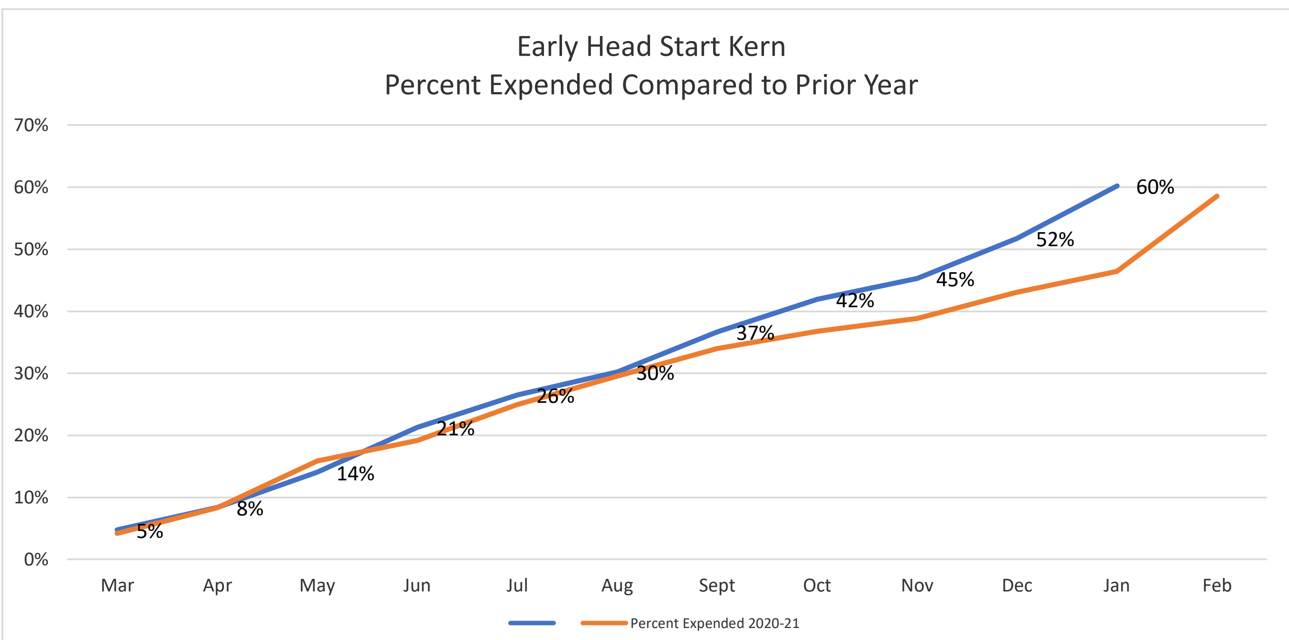
NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	453,016	135,240	77%	23%
TOTAL NON-FEDERAL	**588,256**	**453,016**	**135,240**	**77%**	**23%**

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

Actual expenditures include posted expenditures and estimated adjustments through 01/31/22


Early Head Start Kern
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
5%
8%
14%
21%
26%
30%
37%
42%
45%
52%
60%
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Percent Expended
Percent of Year Elapsed


Early Head Start Kern
Percent Expended Compared to Prior Year
70%
60%
50%
40%
30%
20%
10%
0%
5%
8%
14%
21%
26%
30%
37%
42%
45%
52%
60%
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Percent Expended 2020-21

MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, CFO / Louis Rodriguez, Accountant

Date: February 16, 2022

Subject: *Agenda Item 4a: American Rescue Plan Funding*
Budget to Actual Report for the period ended January 31, 2022 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021 through December 31, 2021. Ten months (83.3%) of the 12-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 15% of the budget. These funds are being utilized to support the Summer Bridge Program options.

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, 2022

Month 10 of 12 (83.3%)

Prepared 1/11/2022

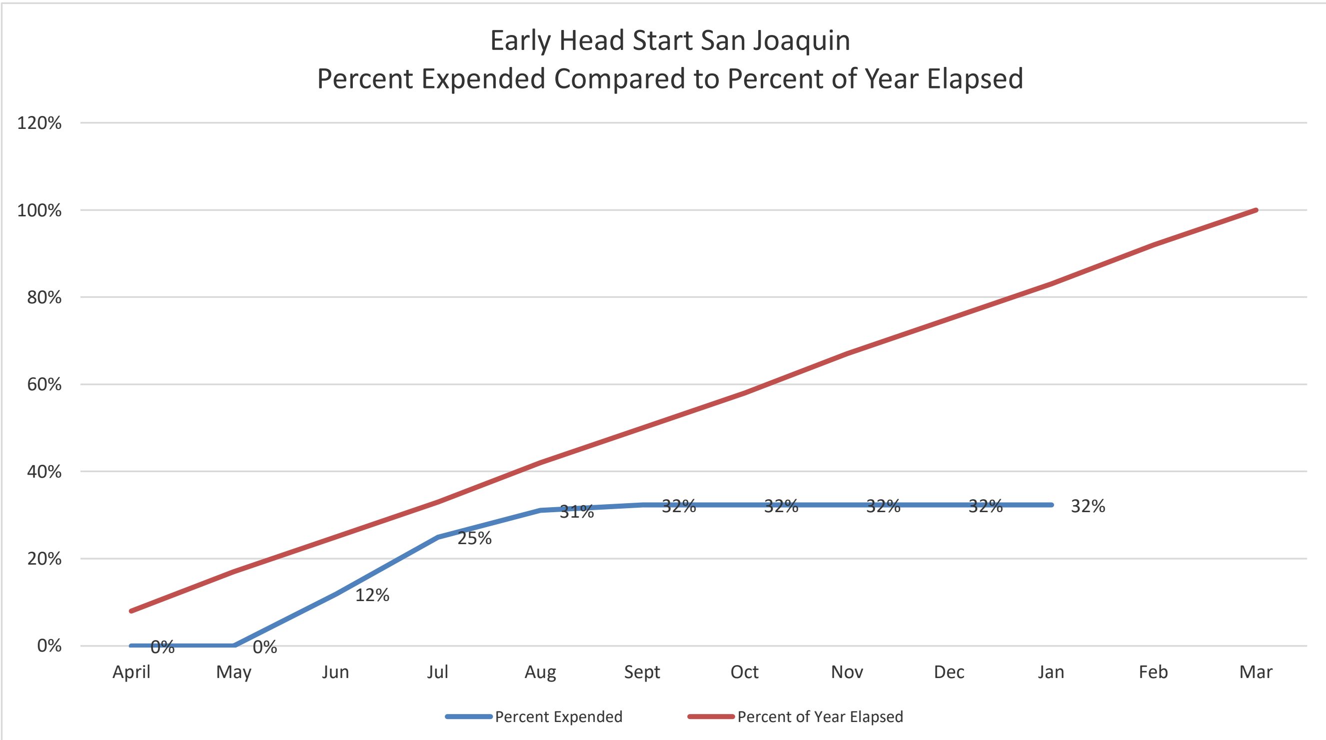
COVID	**BUDGET**	**ACTUAL**	**REMAINING**	**% SPENT**	**% REMAINING**
PERSONNEL	0	502,095	(502,095)		100%
FRINGE BENEFITS	0	107,505	(107,505)		100%
TRAVEL	0	0	0	0%	0%
EQUIPMENT	0	0	0		
SUPPLIES	500,000	0	500,000	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	170,559	0	170,559	0%	100%
INDIRECT	0	60,959	(60,959)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

American Rescue Plan Act					
PERSONNEL	763,438	281,848	481,590	37%	63%
FRINGE BENEFITS	251,934	89,677	162,257	36%	64%
TRAVEL	0	0	0		100%
SUPPLIES	553,540	34	553,506	0%	100%
CONTRACTUAL	0	0	0		100%
OTHER	830,310	0	830,310	0%	100%
INDIRECT	266,580	37,156	229,424	14%	86%
TOTAL	**2,665,802**	**408,715**	**2,257,087**	**15%**	**85%**
GRAND TOTAL ARP FEDERAL FUNDS	**3,336,361**	**1,079,274**	**2,257,087**	**32%**	**68%**

Centralized Administrative Cost	9.1%
Program Administrative Cost	0.0%
Total Administrative Cost	**9.1%**

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

Actual expenditures include posted expenditures and estimated adjustments through 01/31/2022



Early Head Start San Joaquin
Percent Expended Compared to Percent of Year Elapsed
120%
100%
80%
60%
40%
20%
0%
0%
0%
12%
25%
31%
32%
32%
32%
32%
32%
April
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Percent Expended
Percent of Year Elapsed

MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Community Development

Date: February 16, 2022

Subject: *Agenda Item 4b*: Proposal Submission: County of Kern Housing for the Harvest Expanded Services Agreement- **Action Item**

In September of 2020, the Board approved the Housing for the Harvest (H4H) Services Contract with the county of Kern to support agricultural workers who were exposed or confirmed COVID-19 positive and in need of temporary isolation to mitigate the spread of COVID-19. In March of 2021, the State of California announced a revision to the H4H 2.0 project for the purpose of expanding the program to mitigate further spread of COVID-19 and provide financial assistance to participants. Under the expanded H4H program, CAPK continued with providing financial assistance to participants who met the eligibility requirements of the program. Participants received $500 with the option to receive $1000 if a W9 could be provided. The contract was extended through December 2021.

During the second phase of H4H 2.0, CAPK saw strong levels of participation from the target population. CAPK was able to serve 814 participants with isolation incentives. This represented approximately 85% of the participants in the state. Much of this success came from partnering with the local outreach/marketing consulting firm Adelante Strategies, who served as trusted messengers for the targeted population. An additional 400+ people remain on the H4H waitlist pending a revised budget and contract extension.

CAPK staff paused the processing of new applications on December 1, 2021, because the program was projected to reach the spending limit for participant incentives based on the initial program budget. Staff are currently working with The County of Kern and Department of Human Services to revise the budget, which has been increased to $1,354,000 in total funding support. The long waitlist for this program indicates significant demand for further participation and we want to sign up as many people as possible through April 2022. CAPK staff will continue to provide support through client incentives until the remaining funds are expended.

The State of California and Kern County Department of Human Services have requested that CAPK continue to operate the much-needed program with an extension to the original H4H 2.0 contract from January 2022 through April 2022.

RECOMMENDATION

Staff recommends that the Budget and Finance Committee approve the H4H 2.0 extended agreement and increased budget and authorize the Chief Executive Officer to execute the revised agreement and all related documents for the duration of the term.

Attachment:
Housing for the Harvest Revised Budget

Housing for the Harvest

Community Development

Through April 2022

REVENUE

4110	Federal Grant Revenue		
4120	State Grant Revenue	$	1,354,050.00
4130	County/City Grant Revenue		
4210	Private Revenue		
4220	Contributions/Donations		
4230	Fund Raising		
4310	Interest Income		
4405	Program Income		
4410	Rental Income		
4415	Membership Fees		
4420	Shared Maintenance Fees		
4425	Parent Fees		
4430	Union Administrative Fees		
4435	Recycling Fees		
4440	Insurance Proceeds		
4445	Discounts, Refunds, Rebates		
4450	Misc Revenue		
4505	In-Kind Revenue: Volunteers		
4510	In-Kind Revenue: Transportation		
4515	In-Kind Revenue: Occupancy		
4520	In-Kind Revenue: Consultant Services		
4525	In-Kind Revenue: Supplies		
4530	In-Kind Revenue: State Dept of Education - CCTR		
4535	In-Kind Revenue: State Dept of Education - CSPP		
4540	In-Kind Revenue: State Dept of Education - CMIG		
4545	In-Kind Revenue: First 5		
4580	Donated Commodities/Food Revenue		
			1,354,050.00

SALARIES

	2021 Personnel Expenditures	4,629.00
5105	Salaries	10,547.00
5110	Salaries - Substitutes	-
5115	Salaries - Non-certified	-
5120	Certificated Salaries - Supervisor/Administrator	-
5125	Certificated Salaries - Teacher	-
5130	Classified Salaries - Supervisor/Administrator	-
5135	Classified Salaries - Instructional	-
5140	Classified Salaries - Clerical/Technical	-
5155	Salaries - Subsidy	-

		15,176.00

BENEFITS

5205	FICA/FICA-MED Expense	2,637.00
5210	State Unemployment Insurance Expense	-
5215	Workman's Compensation	-
5220	Health Insurance	-
5225	Dental Insurance	-
5230	Life Insurance	-
5235	Long Term Disability Insurance	-
5240	Retirement (Pension)	-
5245	Benefits - Non-certified	-
5255	Benefits - Subsidy	-
		2,637.00

TRAVEL

6105	Local Travel - Staff	-
6110	Local Travel - Board	-
6115	Local Travel - Parent	-
6120	Out of Town Travel - Staff	-
6125	Out of Town Travel - Board	-
6130	Out of Town Travel - Parent	-
6135	Per Diem - Staff	-
6140	Per Diem - Board	-
6145	Per Diem - Parent	-
6150	Vehicle Gasoline	-
6155	Vehicle Rental	-
		-

SPACE COSTS

6205	Rent/Lease	-
6210	Repair/Maintenance/Incidental Alterations	-
6215	Renovations	-
6220	Pre-Construction	-
6225	Construction	-
6230	Security/Alarm	-
6235	Utilities	-
6240	Property Taxes	-
6245	Land Purchase	-
6250	Building Purchase	-
		-

SUPPLIES

6305	Supplies	-
6310	Computer & Peripheral Supplies	-
6315	IT Communication Supplies	-

6320	Computer Software	-
		-

EQUIPMENT PURCHASE

6405	Equipment Purchase	-
		-

CONSULTANT/CONTRACT SERVICES

6505	Legal Fees	-
6510	Audit Fees	-
6515	Payroll Service Fees	-
6520	Consultant Services	171,000.00
6525	Software Support/Maintenance	-
6530	Subcontract Labor	-
6535	Subaward	-
		171,000.00

OTHER OPERATING COSTS

6605	Communication Services	-
6610	Postage	-
6615	Printing	140.00
6620	Risk Insurance	-
6625	Hiring Costs	-
6630	Employee Costs	-
6635	Board Costs	-
6640	First Aid	-
6645	Tuition and Registration Fees - Staff	-
6650	Tuition and Registration Fees - Board	-
6655	Tuition and Registration Fees - Parent	-
6660	Equipment Rent/Lease	-
6665	Equipment Repair/Maintenance	-
6667	Vehicle Repair/Maintenance	-
6670	Procurement Advertising	-
6675	Outreach	-
6680	Training Expenses	-
6685	Meeting Expenses	-
6690	Membership Dues	-
6695	Bank Charges	-
6705	Interest Expense	-
6710	Vehicle License Fees	-
6715	Licensing/Misc. Fees	-
6720	Finance Charges	-
6725	Fines/Penalties	-
6790	Misc. Expense	-
		140.00

DIRECT PROGRAM COSTS

7105	Weatherization Materials	-
7107	Waste Breakage Weatherization Materials	-
7110	Subcontractor Weatherization Materials	-
7115	Weatherization Permits	-
7120	Client Utility Payments	-
7125	Client Repairs	-
7127	Client Incentives	1,042,000.00
7130	Client Educational Materials	-
7135	Client Lactation Materials	-
7137	Client Incidentals	-
7140	Provider Payments	-
7145	Raw Food	-
7150	Receiving Costs	-
7155	Adult Meals	-
7157	Child Care Food Subsidy	-
7160	Medical Costs	-
7165	Dental Costs	-
7170	Field Trips	-
7175	Parent Activities	-
7177	Parent Meals	-
7180	Volunteer Costs	-
7185	Socialization Costs	-
		1,042,000.00

DEPRECIATION

7905	Depreciation Expense	-
		-

NON CASH EXPENDITURES

8105	In-Kind Expense: Volunteers	-
8110	In-Kind Expense: Transportation	-
8115	In-Kind Expense: Occupancy	-
8120	In-Kind Expense: Consultant Services	-
8125	In-Kind Expense: Supplies	-
8130	In-Kind Expense: State Dept of Education - CCTR	-
8135	In-Kind Expense: State Dept of Education - CSPP	-
8140	In-Kind Expense: State Dept of Education - CMIG	-
8145	In-Kind Expense: First 5	-
8180	Donated Commodities/Food Expense	-
		-

INDIRECT

9900	Indirect Subsidy	-

9999	Indirect Expense	123,097.00
		123,097.00

	REVENUE LESS EXPENSES	**-**
	MUST BE POSITIVE FIGURE	

TOTAL	COMMENTS
-	
$ 1,354,050.00	Amount from Cindy Uetz, 1/19 email "Budget for FY 21-22"
1,354,050.00	
4,629.00	Ad Hoc Line Item, see General Personel Tab
10,547.00	
-	
-	
-	
-	
-	
-	
-	
-	

15,176.00		
2,637.00		7.65%
-		2.00%
-		3.00%
-		
-		
-		10.00%
-		
-		5.00%
-		
-		
2,637.00		
-		
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-		
-		
-		
-		
-	($17.65*150 sf/person)	
-		
-		
-		
-		
-		
-	($0.19/sf @150 sf/person)	
-		
-		
-		
-		
-		
-		
-		

-	(computer, laptop, monitor, headsets, webcam, phone, cables $1,200 to $2,500)
-	
-	
-	
-	
-	
-	
171,000.00	
-	
-	
-	
171,000.00	
-	
-	
140.00	
-	
-	(Roughly $350.00 per person)
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140.00	

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-	
1,042,000.00	7/1/21 - 1/4/22 spent: $606,500.00 Remaining: $366,000.00
-	
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-	
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1,042,000.00	
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-	
-	As it relates to the Indirect Expense, se

123,097.00	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
123,097.00	
-	
-	

§200.68 Modified Total Direct C

MTDC means all direct salari
services, travel, and up to the first
the subawards under the award). I
care, rental costs, tuition remissior
of each subaward in excess of $25
serious inequity in the distribution
indirect costs.

[79 FR 75880, Dec. 19, 2014]

21

:ost (MTDC).

ies and wages, applicable fringe benefits, materials and supplies,
$25,000 of each subaward (regardless of the period of performance of
MTDC excludes equipment, capital expenditures, charges for patient
n, scholarships and fellowships, participant support costs and the portion
5,000. Other items may only be excluded when necessary to avoid a
of indirect costs, and with the approval of the cognizant agency for

MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Community Development

Date: February 16, 2022

Subject: *Agenda Item 4c*: Proposal Submission: Request for Proposal for United Way Stanislaus Coordinated Entry System - **Action Item**

The United Way of Stanislaus and the Department of Human Services for Stanislaus County approached the CAPK Coordinated Entry System (CES) with a Request for Proposal. They are seeking assistance with providing services including staffing, software/call center technology, and all related infrastructure to successfully assist their new Coordinated Entry System in relieving bottlenecks with their current process flow. They also inquired about expanding CES operations to their service area on a sustained basis. After reviewing the request for proposal, discussions with CAPK leadership and the Coordinated Entry System staff, the agency has responded to the RFP with a formal submission. Currently, our 2-1-1 Kern Call Center provides back-office support to the United Way of Stanislaus. This would be an expansion of services for CES.

Based on CAPK's successful operation of the Kern County Coordinated Entry System, in partnership with the Kern CoC Bakersfield-Kern Regional Homeless Collaborative and local homeless service providers, it is reasonable to expand our CES network to an existing partner and service area. The need is great; Stanislaus County reported for their 2019 Point in Time Count 1,923 persons experiencing homelessness. For reference, Kern County reported 1,330 persons experiencing homelessness for that same year.

2019 Stanislaus County Point-In-Time Count				
Sheltered			Unsheltered	Total
Emergency	Transitional	Safe Haven		
662	173	0	1,068	1,923

While the number of persons experiencing homelessness reported for Stanislaus County is slightly larger than Kern County's reported data, we anticipate the increase in call volume will be offset with shorter wait times due to our experience handling CES calls, resulting in tremendous process flow improvements for Stanislaus County. The proposal includes an additional 2-1-1 Information and Referral Specialist, along with a new team of CES employees to handle the expansion of work. The amount proposed is $123,161.00 for fiscal year 03/08/2022-06/30/2022 and $402,525.00 for fiscal year 7/01/2022-6/30/2023 for a total of $525,686.00, with the option of extending to the agreement until 2024, requested by Stanislaus County.

Overall, the opportunity to expand to a new county through a trusted partner like the United Way will allow CAPK to apply our quality of service through the CES program to provide communities in Stanislaus better services.

Recommendation

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute the contract for services with the United Way of Stanislaus for Coordinated Entry System and allow for the execution for additional documents as needed during the contract term.

Attachments:
Draft budget for fiscal year 2021-2022
Draft budget for fiscal year 2022-2023

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) Revised Budget Proposal 03/08/2022-06/30/2022
Stanislaus County CES Proposal

SALARIES					
5105	**Personnel**	**FTE**	**RATE**	**TOTAL**	**Justification/Comments**
	Program Manager	0.50	$ 36.36	9,454	Annual salary hours: 2080/4=520
	Homeless Navigator	4.00	$ 18.00	37,440	Annual salary hours: 2080/4=520
	Information and Referral Specialist	2.00	$ 16.32	16,973	Annual salary hours: 2080/4=520
	Estimated increase (COLA, Merit) @ 3%			1,916	Cost of Living Increase
	Total Personnel	6.50		*65,783*	
	Fringe Benefits @ 28%			*18,419*	
	Total Personnel			**84,202**	
TRAVEL					
				-	
6120	Out of Town Travel - Staff			150	Travel to Stanslaus for start up/meetings
				-	
				-	
	Total Travel			**150**	
SUPPLIES					
6305	Supplies			250	Paper, note pads, folders, etc…(office supplies)
6310	Computer & Peripheral Supplies			17,500	2500x7= $17,500.00 for computers
6315	IT Communication Supplies				
6320	Computer Software			1,620	five9 system= $90.00 per user x6/per 3 months/
	Total Supplies			**19,370**	
OTHER OPERATING COSTS					
6205	Space Cost			3,292	CES 19th St: 1506SF x 148= $2228.88 per month (2228.88/14)4FTE x3= $1910.46 211 16th St: 2644 SF x 1.48= $3913.12 per month (3913.12/17)2FTE x3= $1381.08
6235	Utilities				
6605	Communication Services			2,500	Mitel

6610	Postage				-	
6615	Printing				-	
6625	Hiring Costs				2,450	New staff recruitment $350x7
6645	Tuition and Registration Fees - Staff					
6675	Outreach				-	
6685	Meeting Expenses					
6690	Membership Dues				-	
6790	Misc Expense					
	Total Other Operating Expenses				**8,242**	
9999	10% Indirect Cost				**11,197**	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
	TOTAL BUDGET				**123,161**	

-

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) Revised Budget Proposal 07/01/2022-06/30/2023
Stanislaus County CES Proposal

SALARIES					
5105	**Personnel**	**FTE**	**RATE**	**TOTAL**	**Justification/Comments**
	Program Manager	0.50	$ 36.36	37,814	Annual salary hours: 2080
	Homeless Navigator	4.00	$ 18.00	149,760	Annual salary hours: 2080
	Information and Referral Specialist	2.00	$ 16.32	67,891	Annual salary hours: 2080
	Estimated increase (COLA, Merit) @ 3%			7,664	Cost of Living Increase
	Total Personnel	6.50		*263,129*	
	Fringe Benefits @ 28%			*73,676*	
	Total Personnel			**336,805**	
TRAVEL					
				-	
6120	Out of Town Travel - Staff			400	Travel to Stanslaus for trainings/meetings
				-	
				-	
	Total Travel			**400**	
SUPPLIES					
6305	Supplies			1,000	Paper, note pads, folders, etc…(office supplies)
6310	Computer & Peripheral Supplies				
6315	IT Communication Supplies				
6320	Computer Software			7,560	five9 system= $90.00 per user x7/per 12 months/
	Total Supplies			**8,560**	
OTHER OPERATING COSTS					
6205	Space Cost			13,166	CES 19th St: 1506SF x 148= $2228.88 per month (2228.88/14)4FTE x12= $7641.87 211 16th St: 2644 SF x 1.48= $3913.12 per month (3913.12/17)2FTE x12= $5524.40
6235	Utilities				
6605	Communication Services			5,000	Mitel

6610	Postage				-	
6615	Printing				-	
6625	Hiring Costs				1,000	New staff recruitment (turnover)
6645	Tuition and Registration Fees - Staff					
6675	Outreach				-	
6685	Meeting Expenses					
6690	Membership Dues				-	
6790	Misc Expense				1,000	
	Total Other Operating Expenses				**20,166**	
9999	10% Indirect Cost				**36,594**	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
	TOTAL BUDGET				**402,525**	

-

MEMORANDUM

To: Budget and Finance Committee

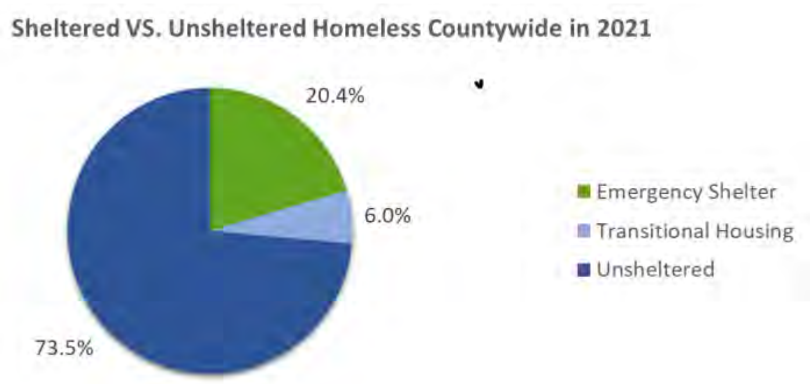
From: Rebecca Moreno, Director of Community Development

Date: February 16, 2022

Subject: *Agenda Item 4d*: Proposal Submission: Request for Proposal for County of Kern, County Administrative Office Safe Parking/Encampment- **Action Item**

The Kern County 2021 Point in Time Count Report was released on April 28, 2021 and identified 2,150 unduplicated individuals experiencing homelessness. In-person data and HMIS data was collected on January 27, 2021. Across the county, 26.5-percent of individuals experiencing homelessness (569 persons) had shelter, while 73.5-percent (1,581 persons) were unsheltered, sleeping in parks, empty buildings, cars and other places not meant for human habitation.

On November 9, 2021 the County of Kern Bord of Supervisors held a public hearing to consider proposed Ordinance adding Chapter 8.30 to Title 8 of the Kern County Ordinance Code to specify the specific times and locations where it shall be unlawful for a person to camp or place personal effects in public areas. The ordinance included a contingency that shelter placement must be available in order to enforce the ordinance.



In support of Kern County's efforts, the M Street Navigation Center will provide overnight and day services to individuals experiencing homelessness that wish to utilize a safe space on the property of the M Street Navigation Center but do not wish to utilize a shelter bed. Case management is not required for entry into the safe camping program. However, street outreach will engage and encourage participants to transition into the M Street Navigation Center. Proximity to the shelter will be seen as a win/goal from the County's expressed perspective. All participants will be given community resources, have access to three (3) meals daily, regular medical outreach, mental health services through mental health outreach programs, and have full access to bathrooms and washing stations. CAPK will increase on-site security with two additional security guards per shift provided through Allied Security, our current contracted provider, and via six additional Shelter Worker's to handle intakes, check-in, assignment of camping spaces, and regular interactions with clients. The total proposed draft budget is $965,000.00 for the program launch and first year of operations. Similar to the M Street Navigation Center, it's expected that successful operations would translate to extended funding as needed per the County.

RECOMMENDATION

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute the contract for services with the County of Kern Safe Parking/Encampment and allow for the execution for additional documents as needed.

Attachments:
Draft budget for fiscal year 2022-2023
Safe Camping/ Parking Draft Agreement
Encampment Draft Exhibit A

COMMUNITY ACTION PARTNERSHIP OF KERN

COUNTY OF KERN - ENCAMPMENT/SAFE PARKING

BUDGET PROPOSAL - OPERATIONAL COSTS

Operation / Program Budget	Amount
Operation/Program Salaries	
Program Administrator	
Facility Manager	
Program Services Supervisor	
Homeless Shelter Workers	271,457
Homeless Shelter Workers -Shift Differential	9,360
Operation/Program Benefits	102,370
Facility Expenses	
Facility Repairs	10,000
Trash Disposal	6,925
Guard shack	2,700
Pest Control	2,500
Portable Restrooms	6,000
Handwashing stations	3,600
Security	
Security Guard Service (24-hr)	400,000

COMMUNITY ACTION PARTNERSHIP OF KERN

COUNTY OF KERN - ENCAMPMENT/SAFE PARKING

BUDGET PROPOSAL - OPERATIONAL COSTS

Operation / Program Budget	Amount
Client Services & Supplies	
Meals, Snacks, and Beverages	90,300
Tents and Sleeping Bags	1,000
Paper and plastic goods for meals	12,000
Contingency of Overall Operations Budget (10%)	91,821
Total Operation and Program Costs	1,010,033
Indirect (10%)	101,003
TOTAL	**$ 1,111,036**

AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF KERN
TO OPERATE A SAFE CAMPING AND PARKING PROGRAM

On ___________________, THIS AGREEMENT was presented to the Board of Supervisors of the County of Kern, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1115 Truxtun Avenue, 5th Floor, Bakersfield, California, 93301 ("**County**"), and the Community Action Partnership of Kern, a California nonprofit corporation ("**CAPK**" or "**Contractor**"), detailing the terms and conditions provided below for Contractor to operate a safe camping and parking program.

RECITALS

A. The County desires to retain a contractor to administer and operate a safe parking and camping program in the County of Kern, located at 2900 M Street, Bakersfield, CA 93301 (the "Program").

B. Contractor is qualified by experience, preparation, organization, staffing, and management to operate programs on behalf of homeless individuals and is familiar with existing homeless services in the County.

C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1) **Scope of Services and Additional Provisions**.

a) The following attached Exhibits are incorporated herein by reference and constitute a part of this Agreement. No exhibit or attachment shall be modified without County's prior written approval.

Exhibit A Scope of Work
- Exhibit A-1 Staffing Plan

Exhibit B Equipment List
Exhibit C Contractor Cost Proposal
- Exhibit C-1 Statement of Program Cost
- Exhibit C-2 Cost Guidelines
- Exhibit C-3 Statement of Program Deliverables

Exhibit D Safe Camping and Parking Policy and Procedure Handbook
Exhibit E Pet Policy
Exhibit F Elder Abuse Reporting Certification
Exhibit G HIPAA Certification
Exhibit H Audit Requirements

Contractor shall provide all, approvals, facilities, labor, staffing, training, equipment, building improvements, services, and items (collectively, the "**Services**") appropriate and necessary to fully and adequately perform, and shall perform, the Scope of Work established for the Program as described in Exhibit A and incorporated in full. All Services shall be performed in accordance with the provisions of this Agreement and all applicable local, state, and federal laws, rules, and regulations.

2) **Term of Agreement**. The Agreement will commence upon February 1, 2022 (the "**Effective Date**") and continue for three (3) years, unless terminated earlier in accordance with Section 17, or as otherwise provided in this Agreement. The term of this Agreement may be extended for a period of up to one (1) year by mutual agreement of the parties.

3) **Contractor General Obligations.**

   a) Performance Standards.

      i) Contractor warrants that Contractor and its agents, employees, and subcontractors performing Services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the Services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

      ii) Contractor, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

   b) Equipment.

      i) County Obligations. County shall provide funding for Contractor's purchase of such equipment as is deemed necessary by Contractor for the proper operation of the Premises consistent with community standards, as set forth in the Equipment List attached as Exhibit B (the "**Equipment**"). All Equipment shall be County property. Contractor shall keep and maintain the Equipment in good order and notify County should any Equipment require replacement or repairs. County will provide funding for any replacement or repairs of Equipment as is reasonably necessary and subject to the usual purchasing practices of County and County budget constraints. During the term of this Agreement, County grants Contractor a non-exclusive, non-transferable, terminable at-will license to use the Equipment solely for Contractor's performance of the Services. Upon termination of this Agreement, the foregoing license will terminate and the County will retain sole rights to the Equipment. Contractor shall not, nor shall any subcontractor or any other person acting on behalf of Contractor, impose a lien on any Equipment, and Contractor shall ensure that its subcontractors are notified of County's ownership of Equipment.

      ii) Contractor Obligations. Contractor shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the Services, except as otherwise specified in this Agreement. All equipment provided by County for the use of Contractor shall be kept and maintained in good order and repaired and replaced as is reasonably necessary and subject to the usual purchasing practices of County and Contractor budget constraints. Contractor shall not use County property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement

   c) Contractor Access to Premises; Conduct of Contractor Personnel. Contractor, its employees and agents may be granted access to the Premises, subject to compliance with County's standard administrative and security requirements and policies, to perform the Services. Contractor shall have no tenancy, license, or any other property rights or interest in the Premises. All Contractor personnel must carry and produce when requested a valid identification card. Contractor shall not in any way physically alter or improve the Premises without the prior written approval of the County. While at the Premises or any other County facility, Contractor personnel, its contractors, and subcontractors must (1) comply with County's requests, rules, policies and regulations regarding personal and professional conduct (including without limitation, the wearing of an identification badge and adhering to regulations and general safety practices or procedures) and (2) otherwise conduct themselves in a professional and businesslike manner. For the avoidance of doubt, all references to Contractor "personnel" in this Agreement shall include all workers, including but not limited to, employees, temporary personnel, and other individual persons engaged in the performance of this Agreement, whether engaged by Contractor or one of its agents or subcontractors.

d) Develop and Implement Safe Camping and Parking Policy & Procedure Handbook. Prior to the delivery of Services, Contractor shall develop a Safe Camping and Parking Policy and Procedure Handbook (the "**Handbook**"). The County shall provide model policies and procedures and recommended shelter health and safety guidelines for Contractor's reference, and County shall approve the Handbook prior to the Effective Date. The Handbook shall include, but not be limited to, the operational policies and procedures further described in Exhibit D, attached hereto and incorporated herein.

e) Mandatory Reporting. In the event of the occurrence of a critical incident that may create potential liability on the part of the County, including any threats or incidents of sexual assault, assault or other violence, theft, disaster occurrence, infectious disease, unsafe conditions or unlawful activity, or any incident that is required to be reported to any governmental agency, Contractor shall notify County immediately and in no case later than forty-eight (48) hours, and shall retain any video or documentary evidence of such incidents for County access and review.

f) Damage to Premises. Contractor must immediately notify County of any and all damages. County shall repair, or cause to be repaired, at Contractor's own cost, any damage to the Premises, including without limitation, County's buildings, grounds, equipment, and furniture, caused by Contractor Personnel. All costs incurred by County, as reasonably determined by County, for any repairs will be repaid by Contractor upon demand, or without limitation of County's other rights and remedies provided by law or under the Agreement, upon written notice to Contractor, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

g) Cooperation with Third Parties. Contractor acknowledges that County's use of Services may require cooperation between or among Contractor's and County's third party service providers. If County has engaged a third party to provide any products or services that will interface with or otherwise relate to the Services provided by Contractor, Contractor shall, at no additional cost to County, cooperate with the service provider as if it were County and provide all information and assistance reasonably required by County and that service provider; provided that Contractor will not be required to provide its confidential information to another service provider.

h) Communication. Contractor shall: (i) immediately notify County in writing of any development that may have a material impact on Contractor's ability to perform its obligations under the Agreement; (ii) disclose to County all known material risks associated with performance under the Agreement; (iii) ensure that all information provided to County is accurate, complete and not misleading; and (iv) respond promptly to questions and problems relating to performance under the Agreement and, at County's request, promptly correct any defective Services in accordance with the terms of the Agreement provided that the defective Services are not caused any inappropriate, improper, or unforeseen usage of the Services by the County unless such actions are taken at the express direction of Contractor.

i) Critical Services Not to be Abandoned. Contractor shall not Abandon certain critical services. For purposes of an Agreement, "Abandon" means Contractor's actual, willful non-performance of any material aspect of the services in breach of the Agreement which results in a material adverse effect on (i) critical aspects of the Premises's or County's internal operations, regulatory or other reporting requirements; or (ii) a service that is provided to or in support of County personnel. Abandonment will not be deemed to have occurred if non-performance is caused by circumstances outside of Contractor's control or if a service is properly terminated in accordance with Contractor's rights under the Agreement.

j) Subcontracting. Contractor may not subcontract or otherwise delegate its obligations in whole or in part under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld. Notwithstanding County's consent to a subcontractor, (i) Contractor shall not be relieved of its obligations to County under the Agreement and shall remain responsible to County for all obligations and performance under the Agreement; (ii) no subcontract shall bind or purport to bind County; (iii) County's consent shall not be construed to constitute approval of the subcontractor but rather only authorization to proceed; (iv) Contractor shall ensure that its subcontractors comply with all applicable terms and conditions of the Agreement that relate to the Services provided by the subcontractor and all obligations of Contractor that a subcontractor is performing on Contractor's behalf and (v) failure of a subcontractor to comply with the requirements of the Agreement shall constitute a material breach of the Agreement by Contractor. All rights of County under this Agreement shall apply to Contractor's subcontractors that provide Services to the Premises on Contractor's behalf. Prior to requesting County's consent to a subcontractor, Contractor shall make each subcontractor aware of its obligations under this Agreement, have each subcontractor attest to its ability to perform its obligations under the subcontract and shall provide County with same upon request. Any violation of this Section shall constitute a material breach of the Agreement.

k) Employment Taxes and Benefits. Contractor will pay all necessary employment taxes required by law relating to its personnel. Contractor shall report employees' income and withhold all required taxes from such income, as may be required by law. Employees of Contractor will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by County pertaining to any bonus, stock option, profit sharing, insurance, or similar benefits for County employees. In addition, Contractor agrees that it will provide for workers' compensation, unemployment, and all other coverage required under applicable local, state, or federal law.

l) Contractor Personnel; Approval. All Contractor personnel shall be experienced and qualified to perform the Services assigned to them. Contractor personnel shall maintain complete and accurate time sheets regarding Services performed and hours worked. County shall have the right to disapprove of any Contractor personnel assigned to perform Services. Should County be reasonably dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor personnel, County may request the replacement of that personnel. The replacement request shall be in writing and upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within thirty (30) days. In the event Contractor should ever need to remove any Contractor personnel from performing Services, Contractor shall provide County with adequate notice, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such transitioning to replacement personnel shall be at no additional cost to County. In the event that, as a result of the actions or inaction of Contractor personnel, additional work is required to perform this Agreement, Contractor shall perform all such work at no additional charge to County. In addition, Contractor represents and warrants that it will, to the maximum extent possible, take all reasonably necessary steps to assure continuity over time of the Contractor personnel.

m) Contractor Personnel Injuries. Contractor shall be solely responsible for any injuries sustained by Contractor personnel in the course of providing Services to County at the Premises or otherwise, except to the extent that such injury was caused by the intentional misconduct or negligence of County.

4) **Contingency of Funds**.

a) Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by federal, state, local government or nonprofit organization funds to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.

b) If funding levels are significantly affected by Federal, state or local budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Agreement, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Agreement or other obligation for future payment of money is excess of appropriations authorized by law.

c) Fiscal Appropriations. This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the County of Kern Board of Supervisors for each fiscal year during the term of the Agreement. If such appropriations are not approved, the Agreement will be terminated without penalty to the County.

5) **Service Delivery Monitoring**. The County Administrative Officer or his or her designee shall have the right to access all activities and facilities operated by Contractor under this Agreement. For the purposes of this section, (i) the term "facilities" includes all files, records, and other documents related to the performance of this Agreement; and (ii) the term "activities" includes attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Contractor shall permit on-site inspection of the Premises by County and ensure that Contractor's employees and board members furnish such information, as in the judgment of the County may be relevant to the question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the Services.

6) **Financial Duties of Contractor.**

a) Reports and Financial Statements. Contractor shall prepare financial statements and reports in a form acceptable to County pertaining to operations of the Premises, on a monthly basis for the first six (6) months of the Agreement, and on a quarterly and annual basis thereafter. Contractor shall prepare such other reports, statements, and other data as reasonably requested by the members from time to time.

b) Submission of Statements. Contractor shall submit promptly to County all invoices and other charges incurred by Contractor in connection with the Services rendered hereunder which are entitled to reimbursement in accordance with this Agreement.

c) Prepare Budgets. Contractor shall prepare and submit annual budgets to County no later than May 1. In the event no budget is submitted, Contractor shall operate the Premises on the same basis as the previous year's budget. The proposed budget shall be subject to approval by County.

7) **Compensation to Contractor**.

a) County shall reimburse Contractor for costs incurred in the provision of Services in accordance with Exhibit A up to the maximum amount set forth in the Contractor Cost Proposal, attached as Exhibit C, and made a part hereof. Funds provided to the Contractor may be from one or more of the funding sources; however, County may vary the allocated amount of each funding source within a project unit, by formal amendment, duly executed by the parties. All expenses must be necessary and reasonable for the proper and efficient administration of Contractor's Services.

i) Payment terms are net thirty (30) days from the date the County receives an acceptable Claim for Payment from the Contractor.

b) Availability of funding.

i) The funding in this Agreement is intended to reimburse Contractor for the actual cost of providing the services listed in Exhibit A.

ii) Maximum contract funding shown in Exhibit C absolutely limits County's liability to Contractor for services provided under this Agreement, in total for the Agreement as a whole and individually for each funding source.

iii) No funding other than from sources listed in Exhibit C is available for reimbursement of costs associated with this Agreement.

c) Interim payments.

i) Maximum monthly payment shall not exceed the program's unreimbursed year-to-date pro-rated funding for each individual funding source listed on Exhibit C.

ii) Requirements for interim payments:

(1) Each project cost specified in Exhibit C has been assigned its own budget ("**Project Unit**").

(2) It is Contractor's responsibility to properly enter all reimbursable expenses and services given into the appropriate Project Units.

(3) Contractor is expected to submit separate cost statements for each project cost identified in Exhibit C.

(4) Submission of Cost Statement.

(a) County will verify Contractor's cost statements from time to time through its monitoring process. Contractor will be notified of any necessary adjustments in writing. Should Contractor disagree with adjustments, the Contractor may use the provisions of Section 18 of this Agreement.

(b) Paid costs that are inappropriately charged to the County are immediately payable to County. The Department may opt to withhold inappropriately charged costs from subsequent claims.

(5) Submission of a Claim for Payment.

(a) Contractor must submit a claim for payment with separate claim lines for each project cost as applicable.

(b) A separate cost statement for each project cost under this Agreement must be included with the claim for payment.

(c) All expenses being claimed for payment must be necessary and reasonable for the proper and efficient administration of Contractor's Services in order to be considered for County's reimbursement to Contractor. Claims shall be made on a monthly basis for the first six (6) months of the Agreement, and on a quarterly basis thereafter, as further described in Section 6(a).

(d) A draft Statement of Program Cost is attached hereto as Exhibit C-1 and depicts County's preferred cost statement format. Contractor's actual cost statement format may vary from Exhibit C-1 with explicit written approval from County. Contractor must submit a pro forma cost statement format for County's approval prior to using such format for interim claiming purposes.

d) Amending the contract funding.

i) Any change in funding terms between the parties shall require a mutually agreed upon written Amendment to the Agreement.

ii) County reserves the right to reduce the contract funding during the term of this Agreement based on any of the following elements:

(1) Projected underspending of funding based on claims and anticipated costs to date;

(2) Contractor not meeting the outcome measurements identified in the contract;

(3) Contractor not providing the number of services negotiated between the parties and/or;

(4) The County identifying indicators of reduced or unsatisfactory performance.

e) No funds paid to Contractor through this Agreement shall be utilized to compensate employees of the 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 United States Code (USC) Section 201, et seq., or applicable state law. Payments to Contractor shall be made only upon County's receipt of a Statement of Program Cost form (see Exhibit C-1). Such claim shall be submitted to the County within twenty-five (25) calendar days following the end of the month in which services are provided. Contractor's claims for payment submitted beyond the twenty-five (25) day period may be accepted at County's sole discretion. However, such claims must be filed no later than four (4) months following the month that services are rendered.

f) Contractor shall be liable for and accountable to County for any and all program funds improperly expended under this Agreement by Contractor or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative was acting within the scope of his or her employment. County will notify Contractor in writing of any findings supporting a determination of such improper expenditure and shall conduct a conference with Contractor about such findings. Contractor shall reimburse County the amount of any such improper expenditure upon demand but such demand shall be subject to Section 18, contained herein. If such amounts are unsuccessfully disputed, the Prime Interest Rate as published in the Wall Street Journal will accrue from the first business day of repayment demand.

g) No payment shall be made to Contractor if Contractor has any federal, state or County liens outstanding. Should the County discover a record of an outstanding lien, the County shall immediately notify the Contractor about the lien record, immediately investigate the circumstances, and determine a course of action within thirty (30) days of discovery. The County may consider a repayment arrangement between Contractor and the lien-maker as reasonably satisfying this Agreement stipulation. Contractor shall provide to County, within fifteen (15) days of request, a copy of the repayment arrangement document(s), the name of the contact person with the lien-maker agency that can verify the repayment arrangement, and a written statement explaining what resources Contractor is using to accomplish the repayment.

h) County will periodically evaluate Contractor's program(s) costs for the purpose of assessing the reasonableness of the County's payments for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare necessary reports and other material to adequately explain Contractors use of funds as specified in Exhibit C of this Agreement. County may prescribe specific report formats and data content as deemed necessary at the sole discretion of County.

i) It is the intent of the County not to make payments that exceed actual costs. Actual costs are those reasonable costs that provide a direct or indirect benefit to the Premises as contemplated under this Agreement and which can be verified by original supporting documentation. In all instances, the cost guidelines set forth in Exhibit C-2, attached hereto and made a part hereof, shall apply. When payments are found to be in excess of cost, adjustments to subsequent payments shall be made such that estimated total payments for the Agreement term do not exceed estimated total costs or the maximum sum set forth in Exhibit C, whichever is lower.

8) **Limitations**. Notwithstanding anything to the contrary, Contractor shall not undertake any of the following actions without the County's prior approval.

a) Operate the Premises in a manner that is inconsistent with the policies, procedures, and directives communicated to Contractor by this Agreement;

b) Cause the County to enter into a transaction with a person or entity if Contractor or an affiliate of Contractor has a material financial interest in the person or entity, unless the transaction has been specifically approved by the County in accordance with this Agreement after disclosure of the conflict of interest by Contractor;

c) Any action that is reasonably likely to have an adverse effect on the operations of the Premises;

d) Incur indebtedness, including without limitation to a credit facility, on behalf of County other than as contemplated in the budget or outside the ordinary course of business;

e) Grant or permit any lien, security interest, mortgage or other lien (other than liens imposed by law) on any asset of County;

f) Operate the Premises outside an approved budget other than as contemplated in Exhibit C, attached;

g) Make any single unbudgeted capital or operational expenditure in excess of three thousand dollars ($3,000) or aggregate expenditures in excess of One Million Seventy Three Thousand Six Hundred and Sixty Eight Dollars and Nine Cent ($1,073,668.09) within a fiscal year;

h) Additionally, the Contractor shall use its reasonable efforts to avoid incurring non-budgeted expenses on behalf of the County or the Premises, including without limitation, personnel expense. Any expenses in excess of the budgeted amount, other than as contemplated in this Section 8(h), shall be subject to the approval of the County;

i) Enter into any contract or series of contracts on behalf of County which (i) are outside of the ordinary course of its business, (ii) require payments in excess of budget as described in subsection (h) above, or (iii) impose restrictive covenants on County or Premises such as a noncompetition provision; and

j) Take any other action that is outside the ordinary course of business of operating the Premises.

9) **Independent Contractor**. Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the County. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement, however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

10) **Insurance**. Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a) Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the County, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of $1,000,000 per occurrence, with $2,000,000 in the aggregate. Such insurance shall (a) name the County, its officers, employees, agents, volunteers and representatives as additional insured(s), (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the County, and (c) contain standard separation of insureds provisions.

b) Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c) Workers' Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for workers' compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance wide limits not less than $1,000,000 per accident.

d) Professional Liability Insurance. If Contractor is or employs a licensed professional such as all architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate.

e) The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

i) Contractor shall maintain all insurance required above in full force and effect for the endure period covered by this Agreement.

ii) Certificates of insurance shall be furnished to the County upon execution of this Agreement and shall be approved by the County.

iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

iv) Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.

v) Contractor shall supply County with a fully executed additional insured endorsement.

f) If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the County with required proof that insurance has been procured and is in force and paid for, the County shall have the right, at the County's election, to terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the County for any work performed prior to approval of insurance by the County.

11) **Indemnification**. Contractor agrees to and shall indemnify, defend, and hold harmless the County, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in Exhibit A of this Agreement, and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the County, including fees and costs for special counsel to be selected by the County, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

12) **Records**. Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the County for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the County to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings,

and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

13) **Confidentiality**. If Contractor receives from the County information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "**Confidential Information**" shall include all nonpublic information. Confidential Information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential Information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source, (c) is in rightful possession of the Contractor an obligation of confidentiality, (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the County.

14) **Notice**. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To County:

County Administrative Office
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301
Attn: Amanda Ruiz, Senior Fiscal and Policy Analyst

With courtesy copies to:

Margo Raison, County Counsel
1115 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301

To Contractor:

Community Action Partnership of Kern
5005 Business Park North,
Bakersfield, CA 93309
Attn: Jeremy Tobias, Executive Director

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

15) **Exclusive Agreement and Amendment**. This Agreement represents the complete and exclusive statement between the County and Contractor regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument authorized by the County and signed by authorized representatives of the County and Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the County. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Notwithstanding the above, both County and Contractor expressly reserve the right to contract with other entities for the same or similar services.

16) **Assignment and Subcontracting**. Contractor may not assign, transfer, delegate, or subcontract any interest or obligation herein without the prior written consent of the County and any such assignment, transfer, delegation or subcontract without the County's prior written consent shall be considered null and void. None of the services covered by this Agreement shall be subcontracted without the prior written approval of County. Notwithstanding any such subcontract, Contractor shall continue to be liable for the performance of all requirements of this Agreement. Nothing in this Agreement shall be construed to limit the County's ability to have any of the services which are the subject to this Agreement performed by County personnel or by other contractors or consultants retained by County.

17) **Termination**.

a) Termination by County.

i) During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the Contractor at least thirty (30) days' prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

ii) The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "**Good cause**" includes the failure of Contractor to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to Contractor, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the Contractor under this Agreement.

iii) The County's payments to Contractor under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to Contractor and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

b) Termination by Contractor. Contractor may terminate this Agreement in whole, with or without cause, upon six (6) months' prior written notice to County. 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.

18) **Dispute and Issue Resolution**. Contractor shall continue to perform under this Agreement during any dispute.

a) Should a dispute occur concerning Contractor's performance or Contractor's interpretation of specific terms of this Agreement, including, but not limited to, the validity of overpayment demands and proposed budget modifications, Contractor shall notify County of this issue within sixty (60) days of its occurrence. Such notification shall include specific identification of the issue(s) under dispute, Contractor's factual basis for the issue, Contractor's proposed solutions, and the documentary support for the solutions.

b) County shall have fifteen (15) business days from receipt of the notification to render a decision on the dispute. County may convene a conference with Contractor as part of the decision-making process. County and Contractor may agree to extend the time period for a decision by the execution of a written memorandum, signed by the parties, specifying the new time period. The decision made by the County shall be in writing and shall contain sufficient factual data and documentary evidence to reasonably explain the decision.

c) If Contractor disputes the decision made by County, Contractor may request that the County Administrative Officer (the "**CAO**"), or the CAO's designee, review the decision. Such request shall be in writing and received by CAO, or his or her designee, within five (5) business days of the date of the County's decision. Such request shall include identification of the items under dispute, Contractor's proposed solutions in summary form, the date of the County's decision, and any additional information Contractor deems necessary in support of its position. The CAO, or his or her designee, shall have fifteen (15) business days from the date of receipt of the Contractor's request to render a final administrative decision. The CAO, or his or her designee, may convene a conference between County and Contractor as a port of the decision-making process. The decision of the CAO, or his or her designee, shall be the final administrative decision. Nothing in this Agreement prevents Contractor from seeking judicial review of such a final administrative decision.

d) Pending conclusion of any dispute, County's interpretation of the Agreement will govern operation hereunder, and Contractor shall proceed diligently with the performance of the agreement, except that Contractor may terminate this Agreement in the manner set forth herein.

19) **Nondiscrimination**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, either in Contractor's employment practices or in the furnishing services to residents or program participants. Contractor shall ensure that

the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Contractor and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of Services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

20) **Compliance with Terms of State or Federal Grants**. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, Contractor will comply with all the provisions of said contract, to the extent applicable to Contractor as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to Contractor, at no cost to Contractor.

21) **Professional Licenses**. Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Kern and all other governmental agencies. Contractor shall notify the County immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22) **Miscellaneous Provisions**.

a) Conflict of Interest. Contractor represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the Services required to be rendered under this Agreement.

b) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the Contractor.

c) Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

d) Authority. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify County fully, including reasonable costs and attorney's fees, for any injuries or damages to County in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

e) Integration. This Agreement, including the exhibits and attachments, represents the entire Agreement between the County and Contractor with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and Contractor as of the Effective Date of this Agreement.

f) Contractor. The term "**Contractor**" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

g) Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and Contractor under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

h) Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

i) Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

j) Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

k) Governing Law and Venue. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Kern County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

l) Construction of Agreement. The County and Contractor agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

m) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

n) Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

County of Kern	**Community Action Partnership of Kern**
By: ______________________________ Chairman of the Board of Supervisors	By: ______________________________ Jeremy Tobias, Executive Director
Dated: ___________________________	Dated: ___________________________

APROVED AS TO LEGAL FORM

KERN COUNTY COUNSEL

By: ______________________________

Dated: ___________________________

EXHIBIT A

SCOPE OF WORK

1. Scope of Work Summary

A. Activities:

Contractor shall perform all Services set forth in the Agreement. Contractor will be responsible for administering the program and providing the operational services to the Premises as described further herein, in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

B. Program Description:

Contractor will operate a safe camping and parking program located at 2900 M Street, Bakersfield, CA 93301 (the "**Premises**"), for those experiencing homelessness in particular for those currently dwelling around downtown Bakersfield.

C. Eligible Participants:

For the purposes of the Services provided pursuant to this Agreement, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 576.2.

D. Use of Funds:

Funds will be used to provide contracted services and operations of the Premises, such as providing safety net services, including shelter and connections to service providers. Said services and operations shall be to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.

E. Reporting:

i. Deliverables. Contractor is required to submit monthly reports of project deliverables in a form mutually agreed upon by the Contractor and County. Details may include but are not limited to residents/clients, entries & exits, meals, care items, hours of service, complaints/disputes, etc.

Other reporting items will be determined in coordination with County. Contractor is required to enter the data in the Homeless Management Information System (HMIS), along with other designated and approved data collection and reporting software.

Contractor will collaborate with County on Coordinated Entry system and other Continuum of Care services/efforts.

ii. Financial Reports. Contractor is required to submit financial reports and audits as further described in Section 7 and Exhibit C-1 of the Agreement.

iii. Mandatory Reporting. In the event of the occurrence of a critical incident that may create potential liability on the part of the County, including any threats or incidents of sexual assault, assault or other violence, theft, disaster occurrence, infectious disease, unsafe conditions or unlawful activity, or any incident that is required to be reported to any governmental agency, Contractor shall notify County immediately and in no case later than forty-eight (48) hours, and shall retain any video or documentary evidence of such incidents for County access and review.

2. Description of Program

The Contractor will provide the following:

Safe Camping - Homeless individuals wishing to utilize a safe space will be offered overnight services in a designated space on the property of the M Street Navigation Center. All Participants will be offered a tent and/or sleeping bag, outreach services, three (3) daily meals, medical outreach, mental health, and access to restrooms. There will be approximately ___ spaces provided for individuals experiencing homelessness. An increase or decrease in the number of spaces is permitted if agreed upon between County and Contractor.

Safe Parking – Parking of approximately ten (10) spaces will be provided for individuals experiencing homeless who reside in their vehicles. Individuals will have access to community resources and access to restroom services. An increase or decrease in the number of spaces is permitted if agreed upon between County and Contractor.

3. Description of Services/Contractor Responsibilities

The Premises will meet the County's need to provide safe space to those homeless individuals who are shelter resistant. This will include operating, maintaining, staffing and coordinating the resources of the Premises. Applicant must have the ability to operate 24/7 and 365 days a year.

A. Shelter Requirements

Contractor will:

i. Ensure that Premises will be in operation 24/7 (24 hours per day, 7 days a week, 365 days per year). Contractor is expected to have a 24 hour contact available to staff for emergency purposes.

B. Site Management Tasks

Contractor will:

i. Take appropriate action for medical/mental health emergencies.

ii. Complete a management report gathering data mutually agreed on by Contractor and County.

iii. Provide supervision of the homeless guests including shelter entry registration and the scheduling of meals, restrooms services, and other personal services as needed. Contractor will provide appropriate staff coverage for day/evening shifts, with a minimum of two (2) staff on duty at all times. Contractor will further provide staffing in accordance with Exhibit A-1, Staffing Plan.

C. Administrative Management Tasks

Contractor will:

i. Work in partnership with the County to be a "Good Neighbor", informing the public about the positive aspects of the Premises, being responsive to community concerns, and working closely with local government to minimize the impact of the Premises on the surrounding neighborhood.

ii. Submit policies and procedures for the Premises including but not limited to all aspects of services, management plan, staff responsibilities and staff coordination.

iii. Coordinate with County agencies engaged with the homeless including local agencies, social services programs and volunteers to assist with services.

iv. Provide 24/7 on-call staff for emergencies.

v. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.

vi. Provide supplies and equipment as needed. It is the Contractor's responsibility to inventory the supplies.

vii. Review all billings and assure payments, if applicable.

viii. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.

ix. Coordinate with Kern County community resources, other County agencies and community-based organizations, as necessary and appropriate.

4. Program Design

A. Low Barrier Criteria - The site is designed to encourage participation by providing low-barriers to entry and accommodate any person who identifies as homeless. All persons identifying as homeless or hungry and seeking help will be welcomed, and Contractor will refer families with children, unaccompanied youth, and victims of domestic violence / sex trafficking to area agencies who can provide specialized programs and services to better address the needs of these populations as quickly as possible.

B.

Entry criteria for adults who are homeless include:

- Homeless (HUD Definition)
- Age 18 or older (youth will be immediately triaged to a youth provider if possible)
- Ambulatory and not requiring hospital or nursing home care
- Agree to be nonviolent

- Agree not to use or sell drugs or illegal substances on the premises
- Agree to treat other clients, staff and the property with respect
- Agree to obey fire and other safety regulations
- Agree to abide by pet / animal requirements
- Agree to follow posted Premises rules, including signing in at entry

C. Safe Shelter Access - The Premises will be open 24 hours a day, seven days a week, including all holidays. Camping and/or Parking will be available on a first-come-first-serve basis. The goal will be to provide a safe, secure sleeping area to those in need. It is anticipated that the service needs of most of the homeless guests will be very high, and Contractor developed staffing plans based on addressing those needs while keeping everyone safe.

D. Sleeping Areas –

- Safe Camping. Up to fifty (50) safe camping sites will be made available each night, Contractor will configure the site to accommodate a variety of needs. Because the area designated for shelter has uncovered areas, some areas may be susceptible to flooding or rain exposure during inclement weather. Contractor will assign spaces to clients and if needed, provide a tent and/or sleeping bag(s).

- Safe Parking. Up to ten (10) spaces will be provided for individuals experiencing homeless who reside in their vehicles each night. Contractor will configure the site to accommodate said ten (10) vehicles. Individuals will have access to community resources and access to restroom services.

E. Meals – Contractor will work coordinate food delivery and is expected to provide 3 meals each day to guests. It is highly encouraged that the Contractor seeks food donation where possible.

Storage - Contractor expects that guests will be allowed to bring a small amount of personal items into their sleeping area. Contractor recognizes that guests value their belongings, and Contractor will work with every guest to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions.

F. Pets –Client pets (dogs) are allowed on the Premises based on established Pet Policy, attached hereto and incorporated herein as Exhibit J.

G. Entry Process - During the daytime, Security will ask those entering to sign in and staff will be on hand to assist guests to services they may choose to access. New intakes are welcome anytime between 8:00am to 4:00pm. Returning guests must return for daily check-in no later than 7:30pm. Security will help those who are not staying transition out of the area.

No one seeking shelter for the night will be turned away providing they are not a danger to themselves or others. Anyone who chooses to leave during the night is free to do so; however, they will not be allowed back in until a 24 hours period has passed, and stored items might not be immediately accessible and may need to be retrieved the following day.

Because of various language barriers and illiteracy rates among the guests, guests will be asked in their native language if they completely understand any intake/assessment forms which may be completed for services. Guests needing additional assistance will have the rules and intake forms explained to them. When English is their second language, the rules and intake forms will be explained in their primary language whenever feasible.

H. Security – Security is in place 24 hours a day, 7 days a week, to help provide a peaceful environment for those seeking services and respite from the streets. There will be security at all times on the Premises. Contractor will follow policies and procedures that promote utmost safety for clients, staff, providers, volunteers and the overall community and will strive to provide an atmosphere that promotes community, remains alert for signs of conflict, and confronts behaviors to prevent escalation.

I. Contractor acknowledges that they are required to collaborate with other homeless services agencies.

J. Contractor will ensure all insurance coverage requirements are fulfilled prior to the initial date of Premises operations.

K. Contractor shall comply with all State of California and local regulations, as applicable.

L. Contractor will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Premises shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

Exhibit A-1

Staffing Plan

<u>**Positions**</u>	<u>**No. of Positions**</u>
Homeless Shelter Worker	6
Total	**6**

Exhibit B

Equipment List

List of Potential Start-Up Costs	**Amount**
Staff and Security	
Hiring Cost	$2,500
Desktop/Printer/Copier	$2,500
Communication Devices: Radio	$500
Camping Area:	
Bedding/Tents/Flashlights/hygiene supplies	$20,000
Miscellaneous	$2,500
Food Prep Area:	
Food Services Supplies	$3,845
Space Costs:	
Rent/Lease Guard Shack	$675
Portable Restrooms/Wash station/dumpster	$1,000
Security	
Allied Security Start Up	$34,000
Property Improvements	
Reinforced Fencing with Privacy Slats	$87,000
Indirect 10%	$6,752
Total	**$161,272**

Exhibit C

Contractor Cost Proposal

Project Unit Costs	Total Allocated**
Salaries & Benefits	$383,187
Facility Supplies	$31,725
Security & Safety	$400,000
Client Services and Supplies	$103,300
Contingency (10%)	$91,821
Total Project Costs	**$1,01,033**
Indirect (10%)	**$101,003**
Overall Total Project Cost	**$1,111,036**

****The costs of each project unit shall not exceed the total amount allocated to that project unit, as outlined below. The amounts allocated to a project unit may not be used to fund costs associated with a different project unit.**

Exhibit C-1

Draft Statement of Program Cost

Statement of Program Cost
Safe Camping and Parking Program
Fiscal Year

Community Action Partnership of Kern — Month/Year
5005 Business Park North
Bakersfield, CA 93309 — Total

Description	**Budget**	**Monthly Claim Amount**	**Cumulative Claim Amount**	**Amount Remaining**
Salaries	$0.00	$0.00	$0.00	$0.00
Benefits				
Operational Expenses				
Program Costs				
Indirect Cost @ 10%				
Total Project Costs				

Approved by: Date:

Exhibit C-2

Cost Guidelines

1. Unless specified otherwise in this Agreement, Contractor must follow the cost principles and guidelines set forth in 2 CFR Parts 215, 220, 225, 230 and 48 CFR 31.2 as applicable to Contractor's organization type.

2. Only those costs that are reasonable, and which provide a direct or indirect benefit to the Premises under this Agreement will be allowable.

3. Contractor must maintain complete, detailed and original supporting documentation for all costs. Such documentation must be made readily available to County personnel for audit purposes after County provides reasonable notice to Contractor. All costs that are not supported by original documentation or which are not made readily available for review by County shall be disallowed.

4. All personnel, including contracted personnel costs, such as salaries and fringe benefits, must be supported by individual detailed time records, which indicate time charged to the County for Services provided under this Agreement. All time records must show evidence of having been reviewed and approved by a supervisor. Time records of therapists, counselors, etc., shall also be based upon Individual Served logs or other such information, which can verify time charged for Services.

5. In no instance shall costs be allocated to for Services based upon revenue. Such reported costs will be unacceptable and disallowed.

6. All allocations of indirect, administrative or overhead costs must be based upon the following: cost; salaries and benefits; full-time equivalent employees; square footage; or some other base. Contractor shall allocate costs using the most reasonable base that provides the highest-level relationship of cost versus benefit. Costs allocated using revenue or contract funding amounts as an allocation basis will be disallowed. If contract has cost reimbursement services and services paid at a rate, the cost shall be equitably distributed between the project units.

7. No indirect, administrative or overhead costs allocated to projects costs under this Agreement will be allowable if such costs provide no benefit to those project units. An example of such a disallowed cost would be the travel costs of Contractor's employees in relation to a program unrelated to the Premises. Such a cost would be a direct cost to the non-County program and should not be included in any allocation of indirect or administrative costs. Another example of unallowable costs would be personal expenses, benefits, gifts or other forms of compensation, which are not documented as being part of an employee's total compensation. Such costs shall not be allocated or directly charged to the County.

8. Costs passed through from parent or affiliated organizations and charged to the County will be allowed only to the extent that Contractor can provide documentation that such costs are reasonable and benefited the Premises.

9. Duplicate costs charged to the County will be disallowed.

10. Costs for meals, travel and meetings must be consistent with those normally allowed by the Contractor in its regular operations and shall not exceed the established federal per diem levels. In the absence of an established organizational policy instituting meal per diem values, original receipts/invoices shall be required. Written descriptions as to purpose, and in the cases of meals/meetings, names of participating individuals shall be provided in all instances.

11. The County will be conducting· specific monitoring activities to obtain information about the indirect costs Contractor is assigning to project units. These reviews will be conducted throughout the Agreement term and may include on-site visits to review documentation supporting indirect cost allocations and may include requests for reports detailing the specifics used to allocate indirect costs. It is expected the approach used by Contractor to allocate indirect costs will meet appropriate Federal CFR guidelines. Any indirect costs deemed to not meet applicable CFR or this attachment Cost Guidelines will be disallowed.

12. Contractor shall provide County with its adopted operating budget within sixty (60) days of execution of the Agreement. If the Term of Agreement covers more than one operating cycle for Contractor, Contractor shall provide County with its adopted operating budget for each separate operating cycle within sixty (60) days of execution of the Agreement or within sixty (60) days of adoption of each separate operating budget whichever is later.

13. The form and content of the adopted operating budget provided to County shall be that which is normally provided to the Contractor's Board of Directors, Chief Executive Officer, Chief Financial Officer, Owner, Partner or other such governing authority.

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Exhibit C-3

Statement of Program Deliverables

Statement of Program Deliverables
Safe Camping and Parking Program
Fiscal Year

Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

Month/Year

Invoice Total

Description	**Monthly Projected**	**Monthly Amount**	**Cumulative Amount**	**Projected Total**
No. of Resident Clients	0	0	0	0
No. of Daytime Clients				
Total No. of Clients				
No. of Resident Meals				
No. of Daytime Client Meals				
Total No. of Meals Served				
No. of assigned beds				
No. of available beds				
No. of Volunteers				
Total No. of Volunteer Hours				
Donations-Monetary				
Donations-Inkind				
No. of exits into permanent housing				
No. of total exits				
Average length of stay for all exits				

Average length of stay for exits to permanent housing				
No. of Staff				
Total FTE				
Approved by:			Date:	

Exhibit D

Contractor's Safe Camping and Parking Policy and Procedure Handbook

Pursuant to the terms of the Agreement, and prior to the delivery of Services, Contractor shall develop a Safe Camping and Parking Policy and Procedure Handbook (the "**Handbook**").

The County shall provide model policies and procedures and recommended shelter health and safety guidelines for Contractor's reference, and County shall approve the Handbook prior to the Effective Date. The Handbook shall include, but not be limited to, the following operational policies and procedures which shall be consistently implemented at the Premises:

1. Admission and Discharge.
   a. Admission.
      Contractor must have clearly written admission and intake policies, hours, Program rules, resident rights and responsibilities, and grievance procedure. The Premises must comply with all Federal, state, and local rules and regulations, and must accept new resident admissions when space is available. Denial of admission is at the discretion of the Contractor and can only be based on reasons outlined in the policy and compliant with applicable law.

   b. Discharge
      Contractor must have a written discharge policy. Contractor must further maintain a written policy listing all reasons that may be used as a basis to involuntarily discharge an individual from the Premises.

2. Security Policies.
   a. Substance Use.
      Contractor must have a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premise. If alcohol or drugs are found, residents should be given the opportunity to dispose of the prohibited substance or leave the Premises for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other residents or staff or repeatedly interferes with the rights of other residents to peaceful enjoyment of the Premises.
      Admission, discharge, and service restriction policies must not be based on substance use or possession alone, unless the program is designated as an abstinence-based program in its funding contract.

   b. Violent and Inappropriate Behavior
      Contractor shall develop a written policy to respond to violent or inappropriate behavior inside the Premises.

   c. Cameras.
      Contractor must adopt a written policy that addresses placement, retention, and general use of security cameras. Contractor's policy must comply with all privacy, retention and other applicable laws and regulations.

   d. Security Guards.
      Contractor shall subcontract two (2) full time security guards to provide services at the Premises on a 24/7 basis. Contractor must have a written policy outlining the scope of

work.

3. Complaints.

   Contractor must have a written grievance and complaint protocol that is provided to each resident upon intake and is publicly posted in a location visible to the individuals. The protocol must include (i) the opportunity for individual's to be heard by a neutral decision-maker, (ii) reasonable accommodation of third-party advocates, (iii) a timeline for individual's to receive a written response to their grievance, (iv) a provision that filing a grievance relating to a individual's ability to stay at the Premises will suspend involuntary discharge until the grievance process is completed unless continued stay poses a health and safety risk to other residents or Staff; (v) an appeals procedure for decisions related to admissions denial for cause, terminations, and disciplinary actions, and (vi) provisions for informing residents with information about any available subsequent appeals process.

4. IT Policy

   Contractor must have written policies and procedures to protect the confidentiality of resident and business data by maintaining computer security that meets or exceeds industry standards, and complies with all applicable law.

5. Workplace Safety and Critical Incident Response

   a. Hygiene, Housekeeping and Hazardous Materials

      Contractor understands the importance of maintaining hygienic, sanitary environments for the well-being of residents and Staff. Contractor will develop written housekeeping and hazardous materials procedures and shall train Staff and monitor their implementation and effectiveness.

   b. Critical Incidents

      All critical incidents must be documented, including but not limited to, incidents where the County or Contractor has been exposed to potential liability, where outside intervention has been sought (police, fire, emergency services, etc.) where Staff have refused to dispense a client's prescribed medication, or where an act of physical violence has occurred or been threatened. Contractor shall adopt a critical incident policy and a form Critical Incident Report ("**CIR**"). Copies of all CIRs shall be delivered to the County within forty-eight (48) hours.

      Contractor must have a policy that details any legal duties to report elder abuse and a written plan and process for reporting such abuse to the appropriate reporting agency.

   c. Disaster Procedures

      Contractor must have an emergency response plan in place. Contractor shall consult with County departments to develop safety procedures in the event of fire, earthquake, or incidents requiring administration of First Aid. Contractor shall develop a written policy and train Staff in the event of a death of a Program individual.

   d. Threat and Assault to Staff and Individuals

      Contractor must have written policies and procedures to respond to resident threats and assault of members of Staff or other individuals at the Premises. Staff shall be trained in safety procedures and non-violent communication

   e. Infectious Disease Outbreak

      Contractor must have written policies and procedures to protect residents from the risk of infections, outbreak of infectious disease, lice, scabies, and bed bugs. Staff must be trained in infectious disease response. These policies must include protocols for (i) making referrals to health care providers when a resident shows symptoms of COVID-19, TB, lice, or scabies, (ii) notifying residents when there is a possibility that they were exposed to a communicable disease that is spread through casual contact, (iii) policies on individual confidentiality related to communicable disease, (iv) intake policies on discovery of bedbugs, (v) protocols for responding to any identified communicable disease, including consultation with a medical professional when determining if a resident is infected with a contagious communicable disease that might seriously endanger the health of other residents. A TB test may not be required as a condition of entry.

Contractor must comply with California Code of Regulations, Title 8, Section 5199, regarding Aerosol Transmissible Diseases control and worker and client safety expectations.

6. Food Services

   Contractor must have a written policy addressing food service, including provisions on sanitation, food donations, meal schedules, dietary modifications, dining facilities, and food allergies.

7. Property Procedures
   a. Storage of Resident Property.

      Residents will be responsible for their property kept on the Premises and must be kept within the boundaries of their assigned space. Contractor is not liable for lost or stolen property and will not provide storage of additional items.

8. Good Neighbor Plan

   Contractor shall prepare and implement a “good neighbor plan” with neighborhood residential and commercial property owners to assure that the rights and responsibilities of all parties are understood and monitored by promoting communication, respect, and trust among neighbors, residents of facilities, providers and funders.

All policies and procedures in the Handbook shall be reviewed and approved by the County prior to implementation. The County shall assist as necessary in the development of the Handbook, and has provided the standard policies below for Contractor’s reference and review.

Exhibit E

Pet Policy

Safe Camping and Parking Premises
PET AGREEMENT

The Premises allows residents to have pet(s).

- Only dogs including service animals are welcome on the Premises.

- Pet owners are responsible for taking care of their pet. This includes:
  - The animal must have food and fresh water.
  - Dogs must be walked on a daily basis.
  - Waste material is to be picked-up and properly disposed.
  - The pet must be kept clean – e.g. bathed one time per week or as needed; the participant is responsible for cleaning the bathroom tub or sink if used for animal washing.
  - Crate/carriers must be washed on a weekly basis or as needed.

- A pet must be caged or on a leash at all times on the Premises. When on a leash, pet owners must stay with their pet at all times.

- Pet owners are responsible for the care, feeding, health, clean-up and control of their pet at all times.

- Pet owners are responsible for ensuring their pet remains within their assigned space when not being walked.

- Pet owners are responsible for ensuring that their pet does not cause any kind of disturbance at on the Premises, including noise, odor or infestations. A pet should not create excessive or disruptive noises, which causes significant discomfort to other residents.

- Pet owners must take pets with them when they leave the Premises during the day unless they make arrangements with the on-site animal care provider. Certain arrangements may be made for residents with employment.

- Pet owners must take pets with them if owner is exited from the Premises for any reason. Pet owner understands that in the event a pet is deserted and/or neglected, an animal service provider will have the authority to find alternate housing or temporary foster care for the pet.

- If a pet inflicts injury on any other animal or person, it must be reported to the Program Manager and Supervisor immediately. Staff will facilitate medical care for the injured party, complete an Incident Report, report the incident to the appropriate animal control authorities and/or require the removal of the pet from the Premises. The Program Director will be notified the next morning and given a copy of the Incident Report.

- No Center operation staff are responsible for providing any care for any animals.

I have read and understand Program's Pet Policy and agree to abide by it. I understand that if I violate the agreement, I may be asked to remove my pet from the premises.

Resident Signature Date: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Space#___Pet Name_ Type of Animal_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Description (color, breed, etc.)

<u>Has your animal ever been registered as a "Vicious & Dangerous Dog" by Animal Control and has to wear a special pet tag?</u>

□ Yes □ No

Exhibit F

Elder Abuse Reporting Certification

HEREBY acknowledges that this contract for services will bring Contractor in contact with dependent adults or elders, and that Contractor has received from County a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). Contractor certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/form s/English/SOC34l .pdf

Contractor further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC34_lA.pdf

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call 1 (800) 510-2020
To Report Suspected Dependent Adult/Elder Abuse after hours, call 911

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

Exhibit G

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 , known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CAR Parts 160 and 164 (the "HIPAA Privacy Rule"), and

WHEREAS, Contractor and County have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby Contractor will provide certain services to County, and

WHEREAS, Contractor may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of County.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, 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 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.

Contractor acknowledges and agrees that all Protected Health Information that is created or received by County and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by County, or its operating units, to Contractor or is created or received by Contractor on County's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

1. Contractor agrees:
   (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2)

as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom County is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by County; and

(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of County, whichever occurs first, if feasible Contractor will return or destroy all Protected Health Information received from or created or received by Contractor on behalf of County that Contractor still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible, and

(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by Contractor on behalf of County, agrees to the same restrictions and conditions that apply to Contractor with respect to such information. In addition, Contractor agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of the Agreement.

2. Notwithstanding the prohibitions set forth in this Certification or the Agreement, Contractor may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that as to any such disclosure, the following requirements are met:

A. the disclosure is required by law, or

B. Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached,

(ii) for data aggregation services, if to be provided by Contractor for the health care operations of County pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by Contractor with the protected health information received by Contractor in its capacity as Contractor of another County, to permit data analyses that relate to the health care operations of the respective covered entities.

3. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure County's compliance with the terms of the HIPAA Privacy Rule. Contractor shall report to County any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

Contractor agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA

Privacy Rule. In addition, Contractor agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, County shall have the right to terminate the Agreement immediately if County determines that Contractor has violated any material term of this Certification and/or the Agreement. If County reasonably believes that Contractor will violate a material term of this Certification and/or the Agreement and, where practicable, County gives written notice to Contractor of such belief within a reasonable time after forming such belief, and Contractor fails to provide adequate written assurances to County that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Contractor provides services to County contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding Contractor's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

Contractor: Community Action Partnership of Kern

By: ________________________________

Title: ________________________
Date: ___________________________

Exhibit H

Audit Requirements

Audit & Recovery of Overpayments Requirements

CPA Audit on Termination

1. Audit Requirement. At the request of County, Contractor shall give to County an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable County requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

2. Audit Submission /Fiscal Year-end. Contractor shall provide County with the audit, or audit report, required herein no later than 120 days after the close of Contractor's Fiscal Year. If Contractor's fiscal records adhere to a Fiscal Year different from County's, then Contractor's audit will include a schedule(s) coinciding with County's Fiscal Year, or Contractor may submit a program specific audit coinciding with County's Fiscal Year.

   In the case where providing the required audit within the specified time period represents an unreasonable hardship, Contractor shall alert County and request an extension. Additional documentation may be requested by County in order to grant the extension. The submittal of the audit will continue to be required and due no later than six (6) months after the close of Contractor's fiscal year-end.

3. Audit Format. Contractor may submit to County one of the following in satisfaction of this Audit requirement:

   a. An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.
   -OR-
   b. If Contractor is not required to have an annual independent audit conducted in accordance with both Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with County's request, then an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted as long as the audit includes' this grant/program as part of the testing. The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

   County reserves the right to require a program specific audit at County's discretion.

4. Payment for Audit. Contractor shall bear all costs in connection with, or resulting from, any audit

and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by County, State or Federal government entities, including any assessed interest and penalties.

If Contractor is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by Contractor with resources other than grant funds, or those used for matching purposes. If Contractor is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

Contractor Records

Funds provided by County shall be accounted for separately in Contractor's books and records. Contractor shall keep a systematic accounting record of the receipt and disbursement of County funds. Contractor shall permit County to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon County herein. Contractor shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. Contractor's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

Recovery of Overpay Rents

If any audit shows that County has paid to Contractor any amount in excess of properly allowable costs, then Contractor shall reimburse County for that amount, either by a cash payment made within thirty (30) days after County notifies Contractor of the overpayment, or by an offset made by County against any payments owed by County to Contractor under this or any other contract.

EXHIBIT A

SCOPE OF WORK

1. **Scope of Work Summary**

A. Activities:

Contractor shall perform all Services set forth in the Agreement. Contractor will be responsible for administering the program and providing the operational services to the Premises as described further herein, in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

B. Program Description:

Contractor will operate a safe camping and parking program located at 2900 M Street, Bakersfield, CA 93301 (the "**Premises**"), for those experiencing homelessness in particular for those currently dwelling around downtown Bakersfield.

C. Eligible Participants:

For the purposes of the Services provided pursuant to this Agreement, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 576.2.

D. Use of Funds:

Funds will be used to provide contracted services and operations of the Premises, such as providing safety net services, including shelter and connections to service providers. Said services and operations shall be to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.

E. Reporting:

i. Deliverables. Contractor is required to submit monthly reports of project deliverables in a form mutually agreed upon by the Contractor and County. Details may include but are not limited to residents/clients, entries & exits, meals, care items, hours of service, complaints/disputes, etc.

Other reporting items will be determined in coordination with County. Contractor is required to enter the data in the Homeless Management Information System (HMIS), along with other designated and approved data collection and reporting software.

Contractor will collaborate with County on Coordinated Entry system and other Continuum of Care services/efforts.

ii. Financial Reports. Contractor is required to submit financial reports and audits as further described in Section __ and Exhibits ___ of the Agreement.

iii. Mandatory Reporting. In the event of the occurrence of a critical incident that may create potential liability on the part of the County, including any threats or incidents of sexual assault, assault or other violence, theft, disaster occurrence, infectious disease, unsafe conditions or unlawful activity, or any incident that is required to be reported to any governmental agency, Contractor shall notify County immediately and in no case later than forty-eight (48) hours, and shall retain any video or documentary evidence of such incidents for County access and review.

2. Description of Program

The Contractor will provide the following:

Safe Camping - Homeless individuals wishing to utilize a safe space will be offered overnight services in a designated space on the property of the M Street Navigation Center. All Participants will be offered a tent and/or sleeping bag, outreach services, three (3) daily meals, medical outreach, mental health, and access to restrooms. There will be approximately ___ spaces provided for individuals experiencing homelessness. An increase or decrease in the number of spaces is permitted if agreed upon between County and Contractor.

Safe Parking – Parking of approximately ten (10) spaces will be provided for individuals experiencing homeless who reside in their vehicles. Individuals will have access to community resources and access to restroom services. An increase or decrease in the number of spaces is permitted if agreed upon between County and Contractor.

3. Description of Services/Contractor Responsibilities

The Premises will meet the County's need to provide safe space to those homeless individuals who are shelter resistant. This will include operating, maintaining, staffing and coordinating the resources of the Premises. Applicant must have the ability to operate 24/7 and 365 days a year.

A. Shelter Requirements

Contractor will:

i. Ensure that Premises will be in operation 24/7 (24 hours per day, 7 days a week, 365 days per year). Contractor is expected to have a 24 hour contact available to staff for emergency purposes.

B. Site Management Tasks

Contractor will:

i. Take appropriate action for medical/mental health emergencies.

ii. Complete a management report gathering data mutually agreed on by Contractor and County.

iii. Provide supervision of the homeless guests including shelter entry registration and the scheduling of meals, restrooms services, and other personal services as needed. Contractor will provide appropriate staff coverage for day/evening shifts, with a minimum of two (2) staff on duty at all times. Contractor will further provide staffing in accordance with Exhibit A-1, Staffing Plan.

C. Administrative Management Tasks

Contractor will:

i. Work in partnership with the County to be a "Good Neighbor", informing the public about the positive aspects of the Premises, being responsive to community concerns, and working closely with local government to minimize the impact of the Premises on the surrounding neighborhood.

ii. Submit policies and procedures for the Premises including but not limited to all aspects of services, management plan, staff responsibilities and staff coordination.

iii. Coordinate with County agencies engaged with the homeless including local agencies, social services programs and volunteers to assist with services.

iv. Provide 24/7 on-call staff for emergencies.

v. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.

vi. Provide supplies and equipment as needed. It is the Contractor's responsibility to inventory the supplies.

vii. Review all billings and assure payments, if applicable.

viii. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.

ix. Coordinate with Kern County community resources, other County agencies and community-based organizations, as necessary and appropriate.

4. Program Design

A. Low Barrier Criteria - The site is designed to encourage participation by providing low-barriers to entry and accommodate any person who identifies as homeless. All persons identifying as homeless or hungry and seeking help will be welcomed, and Contractor will refer families with children, unaccompanied youth, and victims of domestic violence / sex trafficking to area agencies who can provide specialized programs and services to better address the needs of these populations as quickly as possible.

B.

Entry criteria for adults who are homeless include:

- Homeless (HUD Definition)
- Age 18 or older (youth will be immediately triaged to a youth provider if possible)
- Ambulatory and not requiring hospital or nursing home care
- Agree to be nonviolent

- Agree not to use or sell drugs or illegal substances on the premises
- Agree to treat other clients, staff and the property with respect
- Agree to obey fire and other safety regulations
- Agree to abide by pet / animal requirements
- Agree to follow posted Premises rules, including signing in at entry

C. Safe Shelter Access - The Premises will be open 24 hours a day, seven days a week, including all holidays. Camping and/or Parking will be available on a first-come-first-serve basis. The goal will be to provide a safe, secure sleeping area to those in need. It is anticipated that the service needs of most of the homeless guests will be very high, and Contractor developed staffing plans based on addressing those needs while keeping everyone safe.

D. Sleeping Areas –

- Safe Camping. Up to ____ safe camping sites will be made available each night, Contractor will configure the site to accommodate a variety of needs. Because the area designated for shelter has uncovered areas, some areas may be susceptible to flooding or rain exposure during inclement weather. Contractor will assign spaces to clients and if needed, provide a tent and/or sleeping bag(s).

- Safe Parking. Up to ten (10) spaces will be provided for individuals experiencing homeless who reside in their vehicles each night. Contractor will configure the site to accommodate said ten (10) vehicles. Individuals will have access to community resources and access to restroom services.

E. Meals – Contractor will work coordinate food delivery and is expected to provide 3 meals each day to guests. It is highly encouraged that the Contractor seeks food donation where possible.

Storage - Contractor expects that guests will be allowed to bring a small amount of personal items into their sleeping area. Contractor recognizes that guests value their belongings, and Contractor will work with every guest to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions.

F. Pets –Client pets (dogs) are allowed on the Premises based on established Pet Policy, attached hereto and incorporated herein as Exhibit J.

G. Entry Process - During the daytime, Security will ask those entering to sign in and staff will be on hand to assist guests to services they may choose to access. New intakes are welcome anytime between 8:00am to 4:00pm. Returning guests must return for daily check-in no later than 7:30pm. Security will help those who are not staying transition out of the area.

No one seeking shelter for the night will be turned away providing they are not a danger to themselves or others. Anyone who chooses to leave during the night is free to do so; however, they will not be allowed back in until a 24 hours period has passed, and stored items might not be immediately accessible and may need to be retrieved the following day.

Because of various language barriers and illiteracy rates among the guests, guests will be asked in their native language if they completely understand any intake/assessment forms which may be completed for services. Guests needing additional assistance will have the rules and intake forms explained to them. When English is their second language, the rules and intake forms will be explained in their primary language whenever feasible.

H. Security – Security is in place 24 hours a day, 7 days a week, to help provide a peaceful environment for those seeking services and respite from the streets. There will be security at all times on the Premises. Contractor will follow policies and procedures that promote utmost safety for clients, staff, providers, volunteers and the overall community and will strive to provide an atmosphere that promotes community, remains alert for signs of conflict, and confronts behaviors to prevent escalation.

I. Contractor acknowledges that they are required to collaborate with other homeless services agencies.

J. Contractor will ensure all insurance coverage requirements are fulfilled prior to the initial date of Premises operations.

K. Contractor shall comply with all State of California and local regulations, as applicable.

L. Contractor will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Premises shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

Exhibit A-1

Staffing Plan

Positions	No. of Positions
Nighttime Shelter Worker	4
Daytime Shelter Work	5
On call Shelter Worker	2
Total	**11**

Exhibit B

Equipment List

List of Potential Start-Up Costs	**Amount**
Property Improvements	
Reinforced Fencing with Privacy Slats	100,000
Electricity & Conduent to Guard Shack	5,000
Indirect 10%	10,500
Total	**115,500**

Exhibit C

Contractor Cost Proposal

Project Unit Costs	Total Allocated**
Salaries & Benefits	$449,529.00
Facility Supplies	$37,800.00
Security & Safety	$400,000.00
Contingency (10%)	$88,732.90
Total Project Costs	**$976,061.90**
Indirect (10%)	**97,606.19**
Overall Total Project Cost	**$1,073,668.09**

****The costs of each project unit shall not exceed the total amount allocated to that project unit, as outlined below. The amounts allocated to a project unit may not be used to fund costs associated with a different project unit.**

Exhibit C-1

Draft Statement of Program Cost

Statement of Program Cost
Safe Camping and Parking Program
Fiscal Year

Community Action Partnership of Kern — Month/Year
5005 Business Park North
Bakersfield, CA 93309 — Total

Description	**Budget**	**Monthly Claim Amount**	**Cumulative Claim Amount**	**Amount Remaining**
Salaries	$0.00	$0.00	$0.00	$0.00
Benefits				
Operational Expenses				
Program Costs				
Indirect Cost @ 10%				
Total Project Costs				

Approved by: Date:

Exhibit C-2

Cost Guidelines

1. Unless specified otherwise in this Agreement, Contractor must follow the cost principles and guidelines set forth in 2 CFR Parts 215, 220, 225, 230 and 48 CFR 31.2 as applicable to Contractor's organization type.

2. Only those costs that are reasonable, and which provide a direct or indirect benefit to the Premises under this Agreement will be allowable.

3. Contractor must maintain complete, detailed and original supporting documentation for all costs. Such documentation must be made readily available to County personnel for audit purposes after County provides reasonable notice to Contractor. All costs that are not supported by original documentation or which are not made readily available for review by County shall be disallowed.

4. All personnel, including contracted personnel costs, such as salaries and fringe benefits, must be supported by individual detailed time records, which indicate time charged to the County for Services provided under this Agreement. All time records must show evidence of having been reviewed and approved by a supervisor. Time records of therapists, counselors, etc., shall also be based upon Individual Served logs or other such information, which can verify time charged for Services.

5. In no instance shall costs be allocated to for Services based upon revenue. Such reported costs will be unacceptable and disallowed.

6. All allocations of indirect, administrative or overhead costs must be based upon the following: cost; salaries and benefits; full-time equivalent employees; square footage; or some other base. Contractor shall allocate costs using the most reasonable base that provides the highest-level relationship of cost versus benefit. Costs allocated using revenue or contract funding amounts as an allocation basis will be disallowed. If contract has cost reimbursement services and services paid at a rate, the cost shall be equitably distributed between the project units.

7. No indirect, administrative or overhead costs allocated to projects costs under this Agreement will be allowable if such costs provide no benefit to those project units. An example of such a disallowed cost would be the travel costs of Contractor's employees in relation to a program unrelated to the Premises. Such a cost would be a direct cost to the non-County program and should not be included in any allocation of indirect or administrative costs. Another example of unallowable costs would be personal expenses, benefits, gifts or other forms of compensation, which are not documented as being part of an employee's total compensation. Such costs shall not be allocated or directly charged to the County.

8. Costs passed through from parent or affiliated organizations and charged to the County will be allowed only to the extent that Contractor can provide documentation that such costs are reasonable and benefited the Premises.

9. Duplicate costs charged to the County will be disallowed.

10. Costs for meals, travel and meetings must be consistent with those normally allowed by the Contractor in its regular operations and shall not exceed the established federal per diem levels. In the absence of an established organizational policy instituting meal per diem values, original receipts/invoices shall be required. Written descriptions as to purpose, and in the cases of meals/meetings, names of participating individuals shall be provided in all instances.

11. The County will be conducting· specific monitoring activities to obtain information about the indirect costs Contractor is assigning to project units. These reviews will be conducted throughout the Agreement term and may include on-site visits to review documentation supporting indirect cost allocations and may include requests for reports detailing the specifics used to allocate indirect costs. It is expected the approach used by Contractor to allocate indirect costs will meet appropriate Federal CFR guidelines. Any indirect costs deemed to not meet applicable CFR or this attachment Cost Guidelines will be disallowed.

12. Contractor shall provide County with its adopted operating budget within sixty (60) days of execution of the Agreement. If the Term of Agreement covers more than one operating cycle for Contractor, Contractor shall provide County with its adopted operating budget for each separate operating cycle within sixty (60) days of execution of the Agreement or within sixty (60) days of adoption of each separate operating budget whichever is later.

13. The form and content of the adopted operating budget provided to County shall be that which is normally provided to the Contractor's Board of Directors, Chief Executive Officer, Chief Financial Officer, Owner, Partner or other such governing authority.

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Exhibit C-3

Statement of Program Deliverables

Statement of Program Deliverables
Safe Camping and Parking Program
Fiscal Year

Community Action Partnership of Kern — Month/Year
5005 Business Park North
Bakersfield, CA 93309 — Invoice Total

Description	**Monthly Projected**	**Monthly Amount**	**Cumulative Amount**	**Projected Total**
No. of Resident Clients	0	0	0	0
No. of Daytime Clients				
Total No. of Clients				
No. of Resident Meals				
No. of Daytime Client Meals				
Total No. of Meals Served				
No. of assigned beds				
No. of available beds				
No. of Volunteers				
Total No. of Volunteer Hours				
Donations-Monetary				
Donations-Inkind				
No. of exits into permanent housing				
No. of total exits				
Average length of stay for all exits				

Average length of stay for exits to permanent housing				
No. of Staff				
Total FTE				
Approved by:			Date:	

Exhibit D

Contractor's Safe Camping and Parking Policy and Procedure Handbook

Pursuant to the terms of the Agreement, and prior to the delivery of Services, Contractor shall develop a Safe Camping and Parking Policy and Procedure Handbook (the "**Handbook**").

The County shall provide model policies and procedures and recommended shelter health and safety guidelines for Contractor's reference, and County shall approve the Handbook prior to the Effective Date. The Handbook shall include, but not be limited to, the following operational policies and procedures which shall be consistently implemented at the Premises:

1. Admission and Discharge.
   a. Admission.
   Contractor must have clearly written admission and intake policies, hours, Program rules, resident rights and responsibilities, and grievance procedure. The Premises must comply with all Federal, state, and local rules and regulations, and must accept new resident admissions when space is available. Denial of admission is at the discretion of the Contractor and can only be based on reasons outlined in the policy and compliant with applicable law.

   b. Discharge
   Contractor must have a written discharge policy. Contractor must further maintain a written policy listing all reasons that may be used as a basis to involuntarily discharge an individual from the Premises.

2. Security Policies.
   a. Substance Use.
   Contractor must have a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premise. If alcohol or drugs are found, residents should be given the opportunity to dispose of the prohibited substance or leave the Premises for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other residents or staff or repeatedly interferes with the rights of other residents to peaceful enjoyment of the Premises.
   Admission, discharge, and service restriction policies must not be based on substance use or possession alone, unless the program is designated as an abstinence-based program in its funding contract.

   b. Violent and Inappropriate Behavior
   Contractor shall develop a written policy to respond to violent or inappropriate behavior inside the Premises.

   c. Cameras.
   Contractor must adopt a written policy that addresses placement, retention, and general use of security cameras. Contractor's policy must comply with all privacy, retention and other applicable laws and regulations.

   d. Security Guards.
   Contractor shall subcontract two (2) full time security guards to provide services at the Premises on a 24/7 basis. Contractor must have a written policy outlining the scope of

work.

3. Complaints.

Contractor must have a written grievance and complaint protocol that is provided to each resident upon intake and is publicly posted in a location visible to the individuals. The protocol must include (i) the opportunity for individual's to be heard by a neutral decision-maker, (ii) reasonable accommodation of third-party advocates, (iii) a timeline for individual's to receive a written response to their grievance, (iv) a provision that filing a grievance relating to a individual's ability to stay at the Premises will suspend involuntary discharge until the grievance process is completed unless continued stay poses a health and safety risk to other residents or Staff; (v) an appeals procedure for decisions related to admissions denial for cause, terminations, and disciplinary actions, and (vi) provisions for informing residents with information about any available subsequent appeals process.

4. IT Policy

Contractor must have written policies and procedures to protect the confidentiality of resident and business data by maintaining computer security that meets or exceeds industry standards, and complies with all applicable law.

5. Workplace Safety and Critical Incident Response

   a. Hygiene, Housekeeping and Hazardous Materials

   Contractor understands the importance of maintaining hygienic, sanitary environments for the well-being of residents and Staff. Contractor will develop written housekeeping and hazardous materials procedures and shall train Staff and monitor their implementation and effectiveness.

   b. Critical Incidents

   All critical incidents must be documented, including but not limited to, incidents where the County or Contractor has been exposed to potential liability, where outside intervention has been sought (police, fire, emergency services, etc.) where Staff have refused to dispense a client's prescribed medication, or where an act of physical violence has occurred or been threatened. Contractor shall adopt a critical incident policy and a form Critical Incident Report ("**CIR**"). Copies of all CIRs shall be delivered to the County within forty-eight (48) hours.

   Contractor must have a policy that details any legal duties to report elder abuse and a written plan and process for reporting such abuse to the appropriate reporting agency.

   c. Disaster Procedures

   Contractor must have an emergency response plan in place. Contractor shall consult with County departments to develop safety procedures in the event of fire, earthquake, or incidents requiring administration of First Aid. Contractor shall develop a written policy and train Staff in the event of a death of a Program individual.

   d. Threat and Assault to Staff and Individuals

   Contractor must have written policies and procedures to respond to resident threats and assault of members of Staff or other individuals at the Premises. Staff shall be trained in safety procedures and non-violent communication

   e. Infectious Disease Outbreak

   Contractor must have written policies and procedures to protect residents from the risk of infections, outbreak of infectious disease, lice, scabies, and bed bugs. Staff must be trained in infectious disease response. These policies must include protocols for (i) making referrals to health care providers when a resident shows symptoms of COVID-19, TB, lice, or scabies, (ii) notifying residents when there is a possibility that they were exposed to a communicable disease that is spread through casual contact, (iii) policies on individual confidentiality related to communicable disease, (iv) intake policies on discovery of bedbugs, (v) protocols for responding to any identified communicable disease, including consultation with a medical professional when determining if a resident is infected with a contagious communicable disease that might seriously endanger the health of other residents. A TB test may not be required as a condition of entry.

Contractor must comply with California Code of Regulations, Title 8, Section 5199, regarding Aerosol Transmissible Diseases control and worker and client safety expectations.

6. Food Services

   Contractor must have a written policy addressing food service, including provisions on sanitation, food donations, meal schedules, dietary modifications, dining facilities, and food allergies.

7. Property Procedures
   a. Storage of Resident Property.

      Residents will be responsible for their property kept on the Premises and must be kept within the boundaries of their assigned space. Contractor is not liable for lost or stolen property and will not provide storage of additional items.

8. Good Neighbor Plan

   Contractor shall prepare and implement a "good neighbor plan" with neighborhood residential and commercial property owners to assure that the rights and responsibilities of all parties are understood and monitored by promoting communication, respect, and trust among neighbors, residents of facilities, providers and funders.

All policies and procedures in the Handbook shall be reviewed and approved by the County prior to implementation. The County shall assist as necessary in the development of the Handbook, and has provided the standard policies below for Contractor's reference and review.

Exhibit E

Pet Policy

Safe Camping and Parking Premises
PET AGREEMENT

The Premises allows residents to have pet(s).

- <u>Only dogs</u> including service animals are welcome on the Premises.

- Pet owners are responsible for taking care of their pet. This includes:
  - The animal must have food and fresh water.
  - Dogs must be walked on a daily basis.
  - Waste material is to be picked-up and properly disposed.
  - The pet must be kept clean – e.g. bathed one time per week or as needed; the participant is responsible for cleaning the bathroom tub or sink if used for animal washing.
  - Crate/carriers must be washed on a weekly basis or as needed.

- A pet must be caged or on a leash at all times on the Premises. When on a leash, pet owners must stay with their pet at all times.

- Pet owners are responsible for the care, feeding, health, clean-up and control of their pet at all times.

- Pet owners are responsible for ensuring their pet remains within their assigned space when not being walked.

- Pet owners are responsible for ensuring that their pet does not cause any kind of disturbance at on the Premises, including noise, odor or infestations. A pet should not create excessive or disruptive noises, which causes significant discomfort to other residents.

- Pet owners must take pets with them when they leave the Premises during the day unless they make arrangements with the on-site animal care provider. Certain arrangements may be made for residents with employment.

- Pet owners must take pets with them if owner is exited from the Premises for any reason. Pet owner understands that in the event a pet is deserted and/or neglected, an animal service provider will have the authority to find alternate housing or temporary foster care for the pet.

- If a pet inflicts injury on any other animal or person, it must be reported to the Program Manager and Supervisor immediately. Staff will facilitate medical care for the injured party, complete an Incident Report, report the incident to the appropriate animal control authorities and/or require the removal of the pet from the Premises. The Program Director will be notified the next morning and given a copy of the Incident Report.

- <u>No Center operation staff are responsible for providing any care for any animals.</u>

I have read and understand Program's Pet Policy and agree to abide by it. I understand that if I violate the agreement, I may be asked to remove my pet from the premises.

Resident Signature Date: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Space#___Pet Name_ Type of Animal_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Description (color, breed, etc.)

<u>Has your animal ever been registered as a "Vicious & Dangerous Dog" by Animal Control and has to wear a special pet tag?</u>

□ Yes □ No

Exhibit F

Elder Abuse Reporting Certification

HEREBY acknowledges that this contract for services will bring Contractor in contact with dependent adults or elders, and that Contractor has received from County a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). Contractor certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/form s/English/SOC34l .pdf

Contractor further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC34_lA.pdf

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call 1 (800) 510-2020
To Report Suspected Dependent Adult/Elder Abuse after hours, call 911

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

Exhibit G

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 , known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CAR Parts 160 and 164 (the "HIPAA Privacy Rule"), and

WHEREAS, Contractor and County have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby Contractor will provide certain services to County, and

WHEREAS, Contractor may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of County.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, 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 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.

Contractor acknowledges and agrees that all Protected Health Information that is created or received by County and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by County, or its operating units, to Contractor or is created or received by Contractor on County's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

1. Contractor agrees:
   (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2)

as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom County is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by County; and

(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of County, whichever occurs first, if feasible Contractor will return or destroy all Protected Health Information received from or created or received by Contractor on behalf of County that Contractor still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible, and

(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by Contractor on behalf of County, agrees to the same restrictions and conditions that apply to Contractor with respect to such information. In addition, Contractor agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of the Agreement.

2. Notwithstanding the prohibitions set forth in this Certification or the Agreement, Contractor may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that as to any such disclosure, the following requirements are met:

A. the disclosure is required by law, or

B. Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached,

(ii) for data aggregation services, if to be provided by Contractor for the health care operations of County pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by Contractor with the protected health information received by Contractor in its capacity as Contractor of another County, to permit data analyses that relate to the health care operations of the respective covered entities.

3. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure County's compliance with the terms of the HIPAA Privacy Rule. Contractor shall report to County any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

Contractor agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA

Privacy Rule. In addition, Contractor agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, County shall have the right to terminate the Agreement immediately if County determines that Contractor has violated any material term of this Certification and/or the Agreement. If County reasonably believes that Contractor will violate a material term of this Certification and/or the Agreement and, where practicable, County gives written notice to Contractor of such belief within a reasonable time after forming such belief, and Contractor fails to provide adequate written assurances to County that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Contractor provides services to County contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding Contractor's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

Contractor: Community Action Partnership of Kern

By: ________________________________

Title: ________________________
Date: ___________________________

Exhibit H

Audit Requirements

Audit & Recovery of Overpayments Requirements

CPA Audit on Termination

1. Audit Requirement. At the request of County, Contractor shall give to County an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable County requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

2. Audit Submission /Fiscal Year-end. Contractor shall provide County with the audit, or audit report, required herein no later than 120 days after the close of Contractor's Fiscal Year. If Contractor's fiscal records adhere to a Fiscal Year different from County's, then Contractor's audit will include a schedule(s) coinciding with County's Fiscal Year, or Contractor may submit a program specific audit coinciding with County's Fiscal Year.

   In the case where providing the required audit within the specified time period represents an unreasonable hardship, Contractor shall alert County and request an extension. Additional documentation may be requested by County in order to grant the extension. The submittal of the audit will continue to be required and due no later than six (6) months after the close of Contractor's fiscal year-end.

3. Audit Format. Contractor may submit to County one of the following in satisfaction of this Audit requirement:

   a. An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.
   -OR-
   b. If Contractor is not required to have an annual independent audit conducted in accordance with both Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with County's request, then an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted as long as the audit includes' this grant/program as part of the testing. The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

   County reserves the right to require a program specific audit at County's discretion.

4. Payment for Audit. Contractor shall bear all costs in connection with, or resulting from, any audit

and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by County, State or Federal government entities, including any assessed interest and penalties.

If Contractor is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by Contractor with resources other than grant funds, or those used for matching purposes. If Contractor is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

Contractor Records

Funds provided by County shall be accounted for separately in Contractor's books and records. Contractor shall keep a systematic accounting record of the receipt and disbursement of County funds. Contractor shall permit County to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon County herein. Contractor shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. Contractor's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

Recovery of Overpay Rents

If any audit shows that County has paid to Contractor any amount in excess of properly allowable costs, then Contractor shall reimburse County for that amount, either by a cash payment made within thirty (30) days after County notifies Contractor of the overpayment, or by an offset made by County against any payments owed by County to Contractor under this or any other contract.

MEMORANDUM

To: Budget and Finance Committee

From: James Burger, Outreach and Advocacy Coordinator

Date: February 16, 2022

Subject: *Agenda Item 4e*: Marketing Consultant Services Contract – **Action Item**

The Executive Division is requesting the Budget and Finance Committee approve the award of the attached Marketing Consultant Services contract with Hey Salty Marketing.

An RFP for Marketing Consultant Services was issued in 2021 and closed in December. Four proposals were received and ranked by the Executive Division review team. The top two responding applicant organizations were interviewed further. Hey Salty Marketing was determined to be the most responsive to the Request for Proposal and most compatible with the needs of the Executive Division Outreach and Advocacy Team.

The Executive Division has, in the past three years, enhanced the public and internal knowledge of CAPK and its programs through additional photography and videography, online communications, community advocacy, events and other project work. Additional capacity is needed to take this growth to the next level while also meeting the day-to-day needs of the growing number of CAPK programs. At the current time there are market challenges to hiring highly qualified communications professionals in an expedient manner. Hey Salty Marketing will be able to immediately impact CAPK's outreach work in a positive manner. Under this contract, Hey Salty will provide graphic design, video production, marketing campaign, brand and communications enhancement and other assistance for both internal and external promotional efforts.

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.

Services under this contract will be provided by Hey Salty between March 1, 2022 and February 29, 2024. This service agreement can be extended for one additional year, to February 28, 2025, with the mutual agreement of both parties. Services will be compensated through a monthly retainer of $6,500 – for a total annual, not-to-exceed cost of $78,000. In addition, Hey Salty Marketing has agreed to roll over any unused portion of the monthly retainer to future months to provide capacity for additional service provision. These costs have been added to our agencies' 2022-2023 Draft budget as approved by the CAPK Governing Board last month. The Executive Division anticipates using this agreement to meet additional CAPK program needs that might develop through grant awards which contain dedicated marketing dollars.

Recommendation:
Staff recommends the Budget and Finance Committee approve the award of the Marketing Consultant Services contract to Hey Salty Marketing for marketing and communications services.

Attachment:
Hey Salty Marketing Contract

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:
Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 8th day of February 2022 by and between Hey Salty, Inc ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

a. **SCOPE**. Vendor shall provide CAPK with the services identified in **the link below** (the "Services") which is incorporated herein by reference as if set forth fully herein. The specific details including the scope of the Services, timing and location of performance shall be as set forth in **the link below**.

https://www.capk.org/wp-content/uploads/2022/02/RFP-EXE-2021-002-hey-salty-inc.pdf

b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS**. Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.

c. **VENDOR PROJECT MANAGEMENT**. Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **the link below**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor's effective representation of CAPK's interests in performing the Services.

d. **CHANGES IN WORK**. During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor's fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **the link below** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.

e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

a. This agreement shall be effective, and all Services shall be provided for that period of time from March 1, 2022 through February 28, 2024("Term").

3. OPTION TO RENEW.

a. This Agreement may be renewed one (1) time for a one (1) year period upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of the work and reasonableness of fees for service.

4.TERMINATION.

a. TERMINATION BY CAPK. CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.

b. TERMINATION BY VENDOR. Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.

c. TERMINATION BY MUTUAL AGREEMENT. The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

5. PAYMENT FOR SERVICES.

b. **INVOICES**.A retainer fee of $6,250.00 will be paid monthly. Services shall be billed according to **the link above**. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **the link above**.

Vendor shall mail all invoices, with required detail, to:

Community Action Partnership of Kern,
Attn: Accounts Payable,
5005 Business Park North,
Bakersfield, CA 93309.

c. **PAYMENT OF INVOICES/DISPUTES**. CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.

d. **BILLING LIMITATION**. Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed $150,000.

6. RELATIONSHIP OF PARTIES.

e. **INDEPENDENT CONTRACTOR**. The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint-venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.

f. **TAXES**. Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.

g. **WAIVER OF EMPLOYMENT RIGHTS**. Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.

h. **VENDOR'S CONTROL**. Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.

i. **NO EXCLUSIVITY**. No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

7. REPRESENTATIONS OF THE PARTIES

a. VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:

i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.

ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.

iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.

iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person;
2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.

vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.

vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.

b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:

i. The Services consist of work that is outside the usual course of CAPK's business.

ii. CAPK does not possess the skills or expertise to provide the Services.

iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.

8. INSURANCE. Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.

a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall:

i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.

ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.

b. **AUTOMOBILE LIABILITY INSURANCE**. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

i. Provide coverage for owned, non-owned and hired autos.

ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

c. **WORKERS' COMPENSATION INSURANCE**. Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence.

d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:

i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

9. RESTRICTIVE COVENANTS.

a. **CONFIDENTIAL INFORMATION**. Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

b. **VENDOR'S INTELLECTUAL PROPERTY**. If, during the course of providing Services, Vendor:

i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or

ii. develops any of the foregoing which constitute Vendor's Intellectual Property,

Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.

c. **REMEDIES**. Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.

d. **DEFINITIONS**:

i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.

iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

10. **RELEASE OF PAPERS AND PROPERTY.** Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

11. **NOTICES.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:	CAPK:
Hey Salty, Inc.	Community Action Partnership of Kern
ATTN: Justin Salters	ATTN: Pritika Ram
1522 18th Street, Suite 220	5005 Business Park North
Bakersfield, CA 93301	Bakersfield, CA 93309
Phone: (661)279-0819	Phone: (661) 336-5236

12. **INDEMNIFICATION.** Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to

both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

13. **INCORPORATION OF ADDENDUMS BY REFERENCE.** Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:
    - **a.** Addendum A: Federal Assurances;
    - **b.** Addendum B: Certification Regarding Lobbying;
    - **c.** Addendum C: Debarment and Suspension Certification;
    - **d.** Addendum D: Noncollusion Affidavit;
    - **e.** Addendum E: Equal Opportunity;
    - **f.** Addendum F: Utilization of Women & Minority Business Enterprises;
    - **g.** Addendum G: Equal Opportunity for Special Disabled Veterans;
    - **h.** Addendum H: Certification of Workmen's Compensation;
    - **i.** Addendum I: Insurance Requirements;
    - **j.** Addendum J: Prevailing Wage Compliance Certification (if required);
    - **k.** Addendum K: Material and Workmanship Warranty (if required).

14. **MISCELLANEOUS PROVISIONS.**

a. **CONFLICT OF INTEREST**. The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.

b. **AFFIRMATIVE ACTION**. The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

c. **EQUAL EMPLOYMENT OPPORTUNITY**. All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.

d. **ENTIRE AGREEMENT; MODIFICATION**. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

e. **WAIVER**. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

f. **ASSIGNMENT**. Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

g. **FURTHER ASSURANCES**. The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.

h. **SEVERABILITY**. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.

i. **ATTORNEY'S FEES**. In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

j. **CONSTRUCTION**. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.

k. **AUTHORITY**. The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.

l. **COUNTERPARTS**. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

m. **APPLICABLE LAW**. The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.

n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: HEY SALTY, INC.

Signature: ______________________________ **Date:**______________________

Printed Name: ______________________________ **Title:** ______________________

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: ______________________________ **Date:** ______________________

Printed Name: ______________________________ **Title:**______________________

ADDENDUM "A"

FEDERAL ASSURANCES

The Vendor:

A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.
C. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.
D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7),the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)
F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).
G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.
I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.
K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.
N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the

approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State Clean Air implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

________________________________ ________________________________
Signature of Vendor Date

ADDENDUM "C"

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

VENDOR, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

_________________________________ _________________________________
Signature of Vendor Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, ________________________
Name of Vendor

deposes and says that he or she is __________________________ of ____
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

X

Signature of Vendor Date

X

Address

ADDENDUM "E"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

A. If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.

B. During performing this Agreement, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
2. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demolition, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
3. The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
4. The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
5. The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
7. The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
8. The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
9. If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
10. The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
11. The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

______________________________ ______________________________

Signature of Vendor Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

B. The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

_________________________________ _________________________________
Signature of Vendor Date

ADDENDUM "G"

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Vendor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

________________________________ ________________________________

Signature of Vendor Date

ADDENDUM "H"

VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

ADDENDUM “I”
INSURANCE REQUIREMENTS

<u>Insurance:</u> Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

1. <u>Automobile Liability Insurance</u>, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:
   a. Provide coverage for owned, non-owned and hired autos.
   b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. <u>Broad Form Commercial General Liability Insurance</u>, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:
   a. Provide Contractual Liability coverage for the terms of this Agreement.
   b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
3. <u>Workers' compensation insurance</u> with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor’s insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by the City of Bakersfield in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work. The Secretary of Labor (SOL) determines the Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK'), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

____
Vendor's Name (type or print)

____
Name of Vendor's Company

____
Vendor's Signature

____
Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs.
The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

ADDENDUM "L"

<u>ADDITIONAL TERMS AND CONDITIONS</u>

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate this Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
6. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE**. Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
11. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in this agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal Agency.

    Also, no relative of an employee of CAPK may enter into or bid on a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

    It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled “Protest by Vendor.”

MEMORANDUM

To: Budget and Finance Committee

From: Emilio G. Wagner, Director of Operations

Date: February 16, 2022

Subject: *Agenda Item 4f*: Amendment to Architectural Service Contract – Emilio Wagner, Director of Operations – **Action Item**

Background:
Ordiz Melby was retained for architectural services for the design and development of expanding four Head Start facilities in Bakersfield, Martha J Morgan, Harvey L. Hall, Pete H. Parra, and Sterling. During design development, the original scope was modified to add an additional building at Sterling along with additional engineering related to parking lots, street encroachments, and street improvements that were not a part of the original scope.

Current Events:

Ordiz Melby retained the services of engineering consultants to address the street improvements at Harvey L. Hall and Martha J. Morgan. In addition, expanded the scope of services to their third-party consultants to add and design systems for the second 2,860 square foot building at Sterling Road. The original contract price was $279,000. After negotiation and consulting with our Construction Manager, Colombo Construction, the increase was reduced from $371,000 to $129,454, for a new total contract amount of $408,454.

Recommendation:
Staff recommends amending the contract with Ordiz Melby for architectural services and giving authority to the Chief Executive Officer to execute the contract amendment for services.

Attachment:
Amendment to Contract for Services

Community Action Partnership of Kern
5005 Business Park North, Bakersfield, CA 93309
P: (661) 336-5236   F: (661) 336-5228

AMENDMENT I TO CONTRACT FOR SERVICES AGREEMENT

This is Amendment I to the Contract for Services Agreement ("Agreement") dated January 1, 2020, by and between Ordiz-Melby, Inc., An Architectural Corporation ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment I will be January 1, 2022.

Section 3 of the original Agreement is revised to read as follows:

Services shall be billed monthly at the increased service rate shown in **Attachment A** and not to exceed the total amount of $408,454.00. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **Attachment A**. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Section 5 of the original Agreement is revised to read as follows:

This agreement has been extended through June 30th, 2022.

Both parties wish to extend and continue said agreement: it is agreed that said agreement is now expiring on June 30th, 2022.

All other terms of the original Agreement remain binding except where they contradict Amendment I, which shall prevail.

VENDOR: ORDIZ-MELBY, INC., AN ARCHITECTURAL CORPORATION

Signature: ____ **Date:** ____________________________

Printed Name: ____ **Title:** ___________________________

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: ____ **Date:** ____________________________
Jeremy T. Tobias, Chief Executive Officer

Attachment A

Revised Architectural Fee Calculation
Additions to Child Development Centers
Community Action Partnership of Kern

11/11/2021

Original RFP Construction Budget + 10%	$ 3,961,000.00
Original Architectural Fee	$ 279,000.00
Additional Scope	$ 1,300,000.00
New Construction Costs	$ 5,261,000.00
Proposed New Architectural Fee	$ 368,270.00
Additional Consultants (Excluded Scope in proposal)	40,184.00
	$ 408,454.00
Proposed Total Architectural Fee	**$ 408,454.00**

Breakdown		
Construction Documents (Phase 1)	$ 285,917.80	70.00%
Construction Administration (Phase 2)	$ 122,536.20	30.00%

Consultant Extra Service Fees

Stine Road							
Stine Road Street Dedication	Afinar	$ 5,500.00	$ 5,500.00				
	Baskin	$ 7,060.00		$ 7,060.00			
	JMPE	$ 3,600.00			$ 3,600.00		
Sterling Road							
	Baskin	$ 6,380.00		$ 6,380.00			
	JMPE	$ 3,250.00			$ 3,250.00		
Feliz Drive							
	Baskin	$ 10,395.00		$ 10,395.00			
	JMPE	$ 3,600.00			$ 3,600.00		
River Boulevard							
	Baskin	$ 5,870.00		$ 5,870.00			
	JMPE	$ 3,200.00			$ 3,200.00		
		$ 48,855.00		$ 29,705.00	$ 13,650.00	$ 43,355.00	
						$ 8,671.00	20% Mech/Elec Site Design (in original scope)
						$ 34,684.00	80% Mech/Elec Building Design (20% Site Design)
			Additional Fee from Consultants				
				$ 23,764.00	$ 10,920.00	$ 34,684.00	
			$ 5,500.00			$ 5,500.00	Stine Road Street Dedication
						$ 40,184.00	total Additional Fee from Consultants

MEMORANDUM

To: Budget & Finance Committee

From: Tracy Webster, Chief Financial Officer

Date: February 16, 2022

Subject: *Agenda Item 4g:* Annual Budget for Fiscal Year 2022/2023 - **Action Item**

The annual budget for the 2022/2023 fiscal year is presented using the following functional categories:

1. Program Services
    - Education
    - Nutrition
    - Energy Conservation
    - Community Services
    - CSBG
2. Support Services
    - Discretionary & Fund Raising
3. COVID-19 Response
4. Indirect

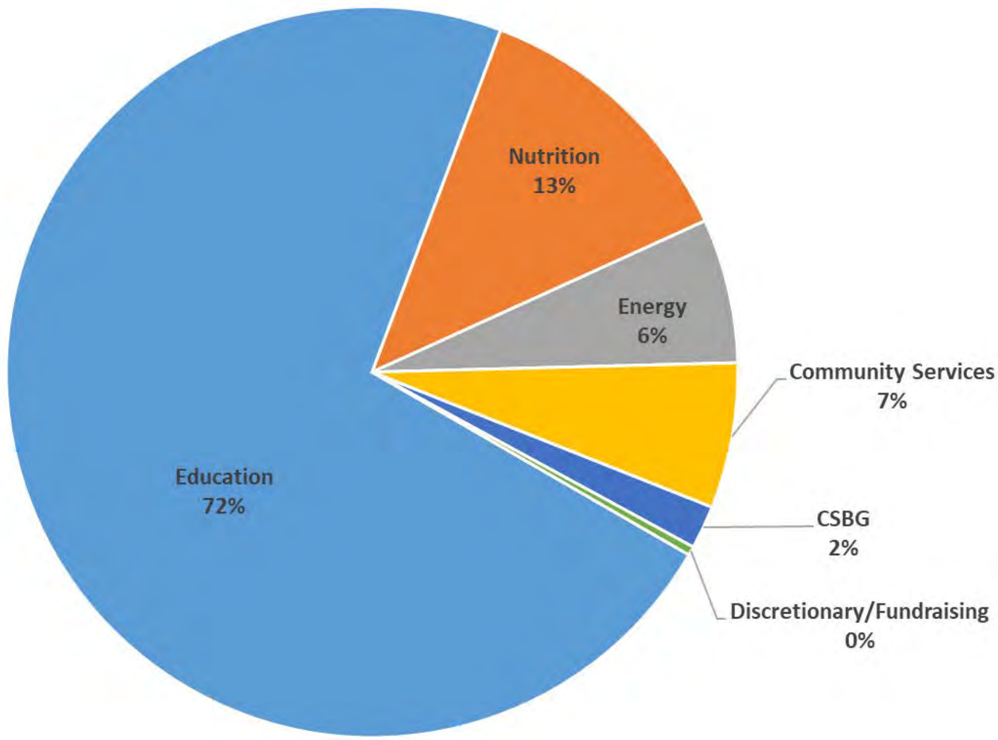
The annual operating budget (program services and support services) of $83,407,077 was developed using individual grant or program budgets prepared by program staff that were combined into the above functional categories. Funds related to COVID-19 Response accounts for $3,177,032 of the total budget. The annual budget for FY 2022/2023 is 5.5% less than the prior year. Attached is the FY 2022/2023 annual budget with category support schedules.

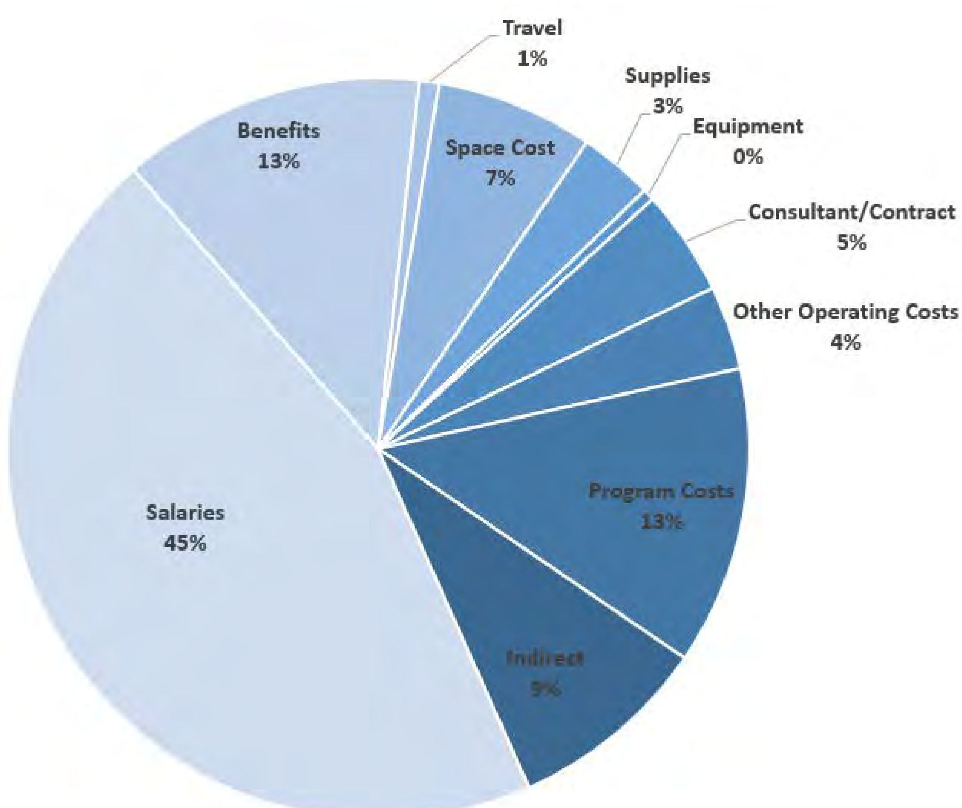
The Indirect budget of $7,166,158 for the five support divisions: Executive, Human Resources, Finance, Operations, and Program Administration is 4.8% greater than the prior year. The Indirect Budget reflects projected costs for a grant writing consultant in the amount of $150,000 and a marketing consultant in the amount of $78,000 as well as the addition of one additional staff in Finance to support the implementation and maintenance of position control. Fiscal Year 2022/2023 will be the seventh year using the 10% indirect cost rate. 72.8% of the Indirect budget is for personnel costs and 27.2% is for operating costs. Attached is a comparison of the Indirect budget for five years.

Recommendation:
Staff recommends that the Budget & Finance Committee approve the annual budget for FY 2022-23.

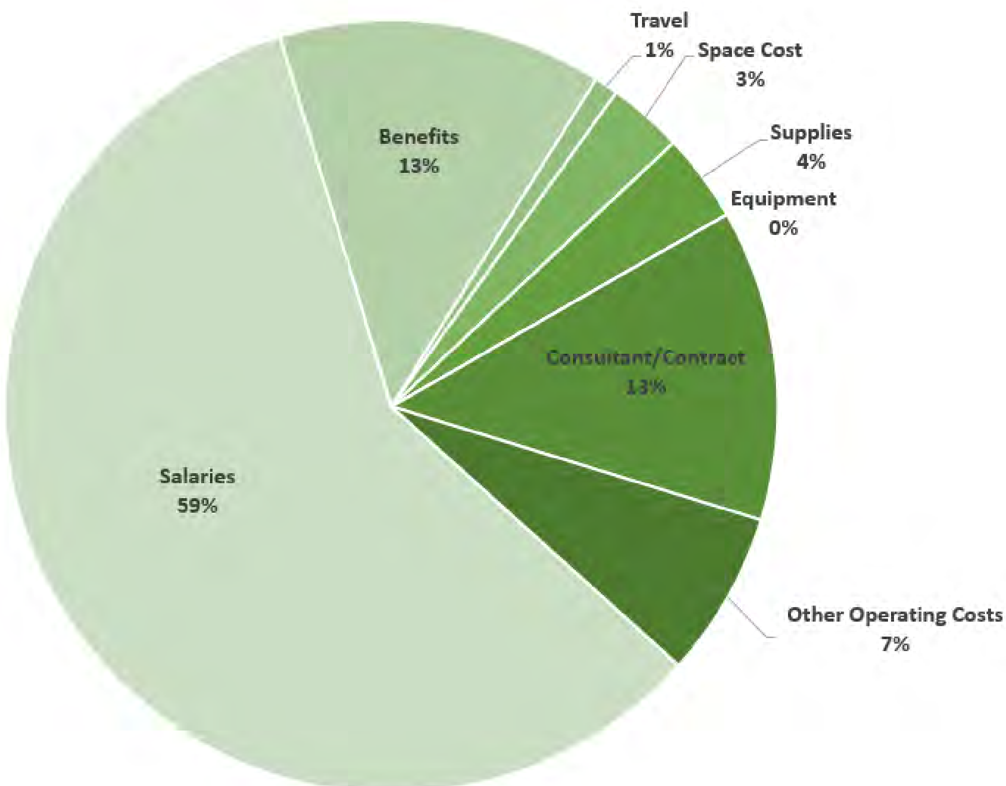
Attachments:
Annual Budget for FY 2022/23
Indirect Budget Comparison for Five Years

AGENCY BUDGET





INDIRECT BUDGET BREAKDOWN



COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23

	Program Services					Support Services			Indirect
	Education	**Nutrition**	**Energy Conservation**	**Community Services**	**CSBG**	**Discretionary & Fund Raising**	**COVID Response**	**TOTAL**	
Revenue									
Government Revenue	$ 58,709,643	$ 8,681,985	$ 5,428,324	$ 4,497,598	$ 1,530,496	$ -	$ 3,177,032	$ 82,025,078	$ -
Head Start Subsidy for CACFP	(870,245)	870,245	-	-	-	-	-	-	-
Private Revenue	-	50,000	-	644,392	-	11,520	-	705,912	-
Other Revenue	1,602	244,247	-	-	-	1,205	-	247,054	7,327,503
Donations	-	130,000	-	-	-	10,000	-	140,000	-
Total Revenue	**$ 57,841,000**	**$ 9,976,477**	**$ 5,428,324**	**$ 5,141,990**	**$ 1,530,496**	**$ 22,725**	**$ 3,177,032**	**$ 83,118,044**	**$ 7,327,503**
Expenditures									
Salaries	27,451,264	4,210,991	1,556,228	2,256,047	890,550	123,600	1,239,188	37,727,868	4,017,002
Benefits	8,315,926	1,260,035	375,740	580,634	238,729	25,956	212,804	11,009,824	927,480
Travel	492,583	91,246	57,019	22,313	15,740	22,100	26,473	727,474	67,900
Space Cost	3,555,378	729,967	206,621	677,601	161,300	5,700	89,133	5,425,700	184,200
Supplies	2,144,635	211,553	76,794	163,124	24,699	14,750	55,869	2,691,424	252,500
Equipment	100,000	324,960	-	-	-	-	-	424,960	-
Consultant/Contract	1,369,385	563,961	1,399,499	412,936	2,750	35,000	74,433	3,857,964	891,000 A
Other Operating Costs	1,130,700	378,585	611,231	396,781	51,480	56,310	416,750	3,041,837	474,125
Program Costs	7,769,839	1,436,167	651,718	183,271	3,000	-	827,088	10,871,083	-
Depreciation	297,840	3,600	-	-	-	-	-	301,440	31,500
Indirect	5,213,450	765,412	493,474	449,283	142,248	28,342	235,294	7,327,503	-
Total Expenditures	**$ 57,841,000**	**$ 9,976,477**	**$ 5,428,324**	**$ 5,141,990**	**$ 1,530,496**	**$ 311,758**	**$ 3,177,032**	**$ 83,407,077**	**$ 6,845,707**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (289,033)**	**$ -**	**$ (289,033)**	**$ 481,796**

One-Time COVID Indirect Surplus	**(235,294)**
Ongoing Indirect Surplus	**$ 246,502**

A. Grant writing consultant $150,000 & Marketing consultant $78,000 (ongoing expense)

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
FUNDING RELATED TO COVID

	Education COVID Response & CARES	Nutrition COVID Response	Energy ARPA	Community Services COVID Response	CSBG CARES	TOTAL
Revenue						
Community Services Block Grant (CSBG)	$ -	$ -	$ -	$ -	$ 312,374	**$ 312,374**
Other Government Revenue	-	-	1,704,658	1,160,000	-	**2,864,658**
Head Start Subsidy for CACFP	-	-	-	-	-	**-**
Private Revenue	-	-	-	-	-	**-**
Other Revenue	-	-	-	-	-	**-**
Donations	-	-	-	-	-	**-**
Total Revenue	**$ -**	**$ -**	**$ 1,704,658**	**$ 1,160,000**	**$ 312,374**	**$ 3,177,032**
Expenditures						
Salaries	-	-	898,884	240,000	100,304	**1,239,188**
Benefits	-	-	116,428	67,200	29,176	**212,804**
Travel	-	-	13,635	5,000	7,838	**26,473**
Space Cost	-	-	62,220	6,000	20,913	**89,133**
Supplies	-	-	25,570	2,500	27,799	**55,869**
Equipment	-	-	-	-	-	**-**
Consultant/Contract	-	-	19,433	55,000	-	**74,433**
Other Operating Costs	-	-	413,720	-	3,030	**416,750**
Program Costs	-	-	-	732,185	94,903	**827,088**
Depreciation	-	-	-	-	-	**-**
Indirect	-	-	154,768	52,115	28,411	**235,294**
Total Expenditures	**$ -**	**$ -**	**$ 1,704,658**	**$ 1,160,000**	**$ 312,374**	**$ 3,177,032**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	0.0%	0.0%	13.0%	28.0%	29.1%	17.2%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
EDUCATION

	Head Start	State Dept. of Education	San Joaquin COE	County of Kern Home Visit Initiative	Migrant Alternative Payment	TOTAL
Revenue						
Community Services Block Grant (CSBG)	$ -	$ -	$ -	$ -	$ -	**$ -**
Other Government Revenue	35,108,253	8,204,779	2,064,238	3,460,624	9,871,749	**58,709,643**
Head Start Subsidy for CACFP	(870,245)	-	-	-	-	**(870,245)**
Private Revenue	-	-	-	-	-	**-**
Other Revenue	-	1,602	-	-	-	**1,602**
Donations	-	-	-	-	-	**-**
Total Revenue	**$ 34,238,008**	**$ 8,206,381**	**$ 2,064,238**	**$ 3,460,624**	**$ 9,871,749**	**$ 57,841,000**
Expenditures						
Salaries	17,798,635	5,588,875	1,456,669	1,847,685	759,400	**27,451,264**
Benefits	5,345,129	1,830,351	419,911	593,535	127,000	**8,315,926**
Travel	345,073	910	-	138,600	8,000	**492,583**
Space Cost	3,243,000	3,728	-	225,440	83,210	**3,555,378**
Supplies	1,851,102	9,270	-	270,263	14,000	**2,144,635**
Equipment	100,000	-	-	-	-	**100,000**
Consultant/Contract	1,336,723	14,300	-	10,562	7,800	**1,369,385**
Other Operating Costs	969,897	12,933	-	72,961	74,909	**1,130,700**
Program Costs	(137,523)	-	-	-	7,907,362	**7,769,839**
Depreciation	297,840	-	-	-	-	**297,840**
Indirect	3,088,132	746,014	187,658	301,578	890,068	**5,213,450**
Total Expenditures	**$ 34,238,008**	**$ 8,206,381**	**$ 2,064,238**	**$ 3,460,624**	**$ 9,871,749**	**$ 57,841,000**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	30.0%	32.7%	28.8%	32.1%	16.7%	30.3%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
NUTRITION

	WIC	Snap-ED	Child and Adult Care Food Program (CACFP) Kern Central Kitchen	San Joaquin Vended Meals	Subtotal CACFP	Food Bank	TOTAL
Revenue							
Community Services Block Grant (CSBG)	$ -	$ -	$ -	$ -	$ -	$ 397,316	**$ 397,316**
Other Government Revenue	4,212,059	1,491,998	1,272,351	177,633	1,449,984	1,527,944	**8,681,985**
Head Start Subsidy for CACFP	-	-	743,585	126,660	870,245	-	**870,245**
Private Revenue	-	-	-	-	-	50,000	**50,000**
Other Revenue	-	-	-	-	-	244,247	**244,247**
Donations	-	-	-	-	-	130,000	**130,000**
Total Revenue	**$ 4,212,059**	**$ 1,491,998**	**$ 2,015,936**	**$ 304,293**	**$ 2,320,229**	**$ 2,349,507**	**$ 10,373,793**
Expenditures							
Salaries	2,511,777	535,396	605,614	-	605,614	831,644	**4,484,431**
Benefits	728,415	165,846	187,407	-	187,407	266,122	**1,347,790**
Travel	12,000	6,146	27,000	-	27,000	46,100	**91,246**
Space Cost	367,860	54,307	121,700	-	121,700	186,100	**729,967**
Supplies	40,657	11,706	86,000	-	86,000	73,190	**211,553**
Equipment	25,000	-	-	-	-	299,960	**324,960**
Consultant/Contract	-	553,361	-	-	-	10,600	**563,961**
Other Operating Costs	165,927	29,599	62,600	-	62,600	120,459	**378,585**
Program Costs	3,000	-	809,946	-	809,946	335,076	**1,148,022**
- Vended Meals	-	-	-	288,145	288,145	-	**288,145**
Depreciation	3,600	-	-	-	-	-	**3,600**
Indirect	353,823	135,637	115,669	16,148	131,817	180,256	**801,533**
Total Expenditures	**$ 4,212,059**	**$ 1,491,998**	**$ 2,015,936**	**$ 304,293**	**$ 2,320,229**	**$ 2,349,507**	**$ 10,373,793**
Gain/(Loss)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Benefit Rate	29.0%	31.0%	30.9%		30.9%	32.0%	30.1%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
ENERGY CONSERVATION

	Energy Conservation
Revenue	
Community Services Block Grant (CSBG)	$ -
Other Government Revenue	**5,428,324**
Private Revenue	**-**
Other Revenue	**-**
Donations	**-**
Total Revenue	**$ 5,428,324**
Expenditures	
Salaries	**1,556,228**
Benefits	**375,740**
Travel	**57,019**
Space Cost	**206,621**
Supplies	**76,794**
Equipment	**-**
Consultant/Contract	**1,399,499**
Other Operating Costs	**611,231**
Program Costs	**651,718**
Depreciation	**-**
Indirect	**493,474**
Total Expenditures	**$ 5,428,324**
Gain/(Loss)	**$ -**
Benefit Rate	**24.1%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
COMMUNITY SERVICES

	211	Homeless Services	E Kern Family Resource Center	Ridgecrest Resource Center	VITA	Youth Centers	TOTAL
Revenue							
Community Services Block Grant (CSBG)	$ 66,747	$ 17,031	$ 20,924	$ -	$ 228,979	$ 479,048	**$ 812,729**
Other Government Revenue	614,149	2,463,067	367,663	164,656	829,235	58,828	**4,497,598**
Private Revenue	644,392	-	-	-	-	-	**644,392**
Other Revenue	-	-	-	-	-	-	**-**
Donations	-	-	-	-	-	-	**-**
Total Revenue	**$ 1,325,288**	**$ 2,480,098**	**$ 388,587**	**$ 164,656**	**$ 1,058,214**	**$ 537,876**	**$ 5,954,719**
Expenditures							
Salaries	807,633	959,800	223,700	112,215	319,739	229,895	**2,652,982**
Benefits	195,226	268,745	74,509	25,553	56,798	55,733	**676,564**
Travel	5,000	2,000	10,415	2,083	7,972	7,333	**34,803**
Space Cost	65,626	552,138	26,875	10,150	29,331	154,781	**838,901**
Supplies	56,557	90,113	3,918	1,696	19,428	11,111	**182,823**
Equipment	-	-	-	-	-	-	**-**
Consultant/Contract	10,186	-	500	500	403,750	750	**415,686**
Other Operating Costs	64,579	202,202	15,450	4,810	124,096	29,274	**440,411**
Program Costs	-	180,000	-	1,316	3,800	1,155	**186,271**
Depreciation	-	-	-	-	-	-	**-**
Indirect	120,481	225,100	33,220	6,333	93,300	47,844	**526,278**
Total Expenditures	**$ 1,325,288**	**$ 2,480,098**	**$ 388,587**	**$ 164,656**	**$ 1,058,214**	**$ 537,876**	**$ 5,954,719**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	24.2%	28.0%	33.3%	22.8%	17.8%	24.2%	**25.5%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
COMMUNITY SERVICES BLOCK GRANT (CSBG)

	Food Bank	211	E Kern	VITA	Youth Ctrs	CES	Program Admin	TOTAL
Revenue								
Community Services Block Grant (CSBG)	$ 397,316	$ 66,747	$ 20,924	$ 228,979	$ 479,048	$ 17,031	$ 320,451	**$ 1,530,496**
Other Government Revenue	-	-	-	-	-			-
Private Revenue	-	-	-	-	-			-
Other Revenue	-	-	-	-	-			-
Donations	-	-	-	-	-			-
Total Revenue	**$ 397,316**	**$ 66,747**	**$ 20,924**	**$ 228,979**	**$ 479,048**	**$ 17,031**	**$ 320,451**	**$ 1,193,014**
Expenditures								
Salaries	273,440	48,543	9,667	126,235	212,490	-	220,175	**890,550**
Benefits	87,755	12,136	2,900	27,772	53,122	-	55,044	**238,729**
Travel	-	-	1,000	3,950	6,540	1,000	3,250	**15,740**
Space Cost	-	-	-	24,400	128,900	8,000	-	**161,300**
Supplies	-	-	-	5,158	9,695	4,846	5,000	**24,699**
Equipment	-	-	-	-	-	-	-	**-**
Consultant/Contract	-	-	-	2,000	750	-	-	**2,750**
Other Operating Costs	-	-	-	16,575	25,055	2,000	7,850	**51,480**
Program Costs	-	-	-	3,000	-	-	-	**3,000**
Depreciation	-	-	-	-	-	-	-	**-**
Indirect	36,121	6,068	7,357	19,889	42,496	1,185	29,132	**142,248**
Total Expenditures	**$ 397,316**	**$ 66,747**	**$ 20,924**	**$ 228,979**	**$ 479,048**	**$ 17,031**	**$ 320,451**	**$ 1,193,014**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	**32.1%**	**25.0%**	**30.0%**	**22.0%**	**25.0%**	**0.0%**	**25.0%**	**26.8%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
DISCRETIONARY FUND & FUND RAISING FUND

	Discretionary	CAPK Foundation	Total
Revenue			
Community Services Block Grant (CSBG)	$ -	$ -	**$ -**
Other Government Revenue	-	-	**-**
Private Revenue	11,520	-	**11,520**
Other Revenue	1,205	-	**1,205**
Donations	10,000	-	**10,000**
Transfer Released From Restriction	(303,552)	303,552	**-**
Total Revenue	**$ (280,827)**	**$ 303,552**	**$ 22,725**
Expenditures			
Salaries	-	123,600	**123,600**
Benefits	-	25,956	**25,956**
Travel	-	22,100	**22,100**
Space Cost	2,200	3,500	**5,700**
Supplies	-	14,750	**14,750**
Equipment	-	-	**-**
Consultant/Contract	-	35,000	**35,000**
Other Operating Costs	5,260	51,050	**56,310**
Program Costs	-	-	**-**
Depreciation	-	-	**-**
Indirect	746	27,596	**28,342**
Total Expenditures	**$ 8,206**	**$ 303,552**	**$ 311,758**
Gain/(Loss)	**$ (289,033)**	**$ -**	**$ (289,033)**
Benefit Rate	0.0%	21.0%	**21.0%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
INDIRECT FUND

	Human Resources	Operations	Executive	Program Administration	Finance	TOTAL
Revenue						
Community Services Block Grant (CSBG)	$ -	$ -	$ -	$ 320,451	$ -	**$ 320,451**
Other Government Revenue	-	-	-	-	-	**-**
Private Revenue	-	-	-	-	-	**-**
Other Revenue	-	-	-	-	-	**7,327,503**
Donations	-	-	-	-	-	**-**
Total Revenue	**$ -**	**$ -**	**$ -**	**$ 320,451**	**$ -**	**$ 7,647,954**
Expenditures						
Salaries	883,908	1,156,364	708,011	317,675	1,171,219	**4,237,177**
Benefits	212,138	300,655	153,143	82,344	234,244	**982,524**
Travel	9,000	23,500	24,200	6,450	8,000	**71,150**
Space Cost	-	181,200	-	-	3,000	**184,200**
Supplies	18,000	62,000	31,500	6,000	140,000	**257,500**
Equipment	-	-	-	-	-	**-**
Consultant/Contract	143,500	219,500	244,500	-	283,500	**891,000**
Other Operating Costs	18,500	298,075	114,650	8,850	41,900	**481,975**
Program Costs	-	-	-	-	-	**-**
Depreciation	-	31,500	-	-	-	**31,500**
Indirect	-	-	-	29,132	-	**29,132**
Total Expenditures	**$ 1,285,046**	**$ 2,272,794**	**$ 1,276,004**	**$ 450,451**	**$ 1,881,863**	**$ 7,166,158**
Gain/(Loss)						**$ 481,796**
Benefit Rate	24.0%	26.0%	21.6%	25.9%	20.0%	**23.2%**

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
INDIRECT FUND - FIVE YEAR HISTORY

Line Items	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Revenue	$ 4,827,346	$ 5,059,589	$ 5,799,844	$ 6,862,349	$ 7,471,110	$ 7,647,954	2.4%
Expenditures							
Personnel Costs							
Salaries	2,614,903	2,820,260	3,070,550	3,601,982	3,983,144	4,237,177	6.4%
Benefits	605,877	674,091	756,241	875,486	931,312	982,524	5.5%
Benefit Rate	*23.2%*	*23.9%*	*24.6%*	*24.3%*	*23.4%*	*23.2%*	
Total Personnel Costs	$ 3,220,780	$ 3,494,351	$ 3,826,791	$ 4,477,468	$ 4,914,456	$ 5,219,701	6.2%
	67.6%	*71.3%*	*72.5%*	*71.2%*	*71.9%*	*72.8%*	
Operating Costs							
Travel	79,900	88,750	93,650	56,750	62,350	71,150	14.1%
Space Costs	190,700	187,900	186,800	193,300	206,370	215,700	4.5%
Supplies	147,277	138,400	166,500	119,400	150,200	257,500	71.4%
Equipment	5,223	-	-	-	196,000	-	-100.0%
Consultant/Contract	783,320	630,725	659,100	1,144,066	956,000	891,000	-6.8%
Other Operating Costs	339,600	363,950	345,050	298,600	352,750	511,107	44.9%
Total Operating Costs	$ 1,546,020	$ 1,409,725	$ 1,451,100	$ 1,812,116	$ 1,923,670	$ 1,946,457	1.2%
	32.4%	*28.7%*	*27.5%*	*28.8%*	*28.1%*	*27.2%*	
Total Expenditures	$ 4,766,800	$ 4,904,076	$ 5,277,891	$ 6,289,584	$ 6,838,126	$ 7,166,158	4.8%
Excess Indirect Revenue	$ 60,546	$ 155,513	$ 521,953	$ 572,765	$ 632,984	$ 481,796	-23.9%

RECAP - EXPENDITURES BY SUPPORT DIVISION	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Operations	$ 1,526,000	$ 1,394,366	$ 1,355,800	$ 2,113,869	$ 2,324,790	$ 2,272,794	-2.2%
Human Resources	1,151,500	1,223,465	1,034,632	917,844	1,262,307	1,285,046	1.8%
Finance	1,049,800	1,046,900	1,563,775	1,757,619	1,786,550	1,881,863	5.3%
Program Administration	525,400	704,410	705,930	354,917	330,664	450,451	36.2%
Executive	514,100	534,935	612,204	1,145,335	1,133,815	1,276,004	12.5%
TOTAL	$ 4,766,800	$ 4,904,076	$ 5,272,341	$ 6,289,584	$ 6,838,126	$ 7,166,158	4.8%

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
AGENCY-WIDE - FIVE YEAR HISTORY

EXPENDITURES BY PROGRAM SERVICE	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Education	$ 42,473,221	$ 54,886,617	$ 60,024,566	$ 61,574,517	$ 57,841,000	-6.1%
Nutrition	7,569,576	8,687,954	9,221,197	9,378,845	9,976,477	6.4%
Energy Conservation	4,138,200	5,746,308	6,867,228	6,424,164	5,428,324	-15.5%
Community Services	1,194,256	1,549,312	4,715,591	4,764,987	5,141,990	7.9%
CSBG	1,469,183	1,489,531	1,489,531	1,535,543	1,530,496	-0.3%
Discretionary & Fund Raising	41,035	41,233	203,689	284,270	311,758	9.7%
COVID Response	-	-	-	4,259,035	3,177,032	-25.4%
Total Annual Budget	$ 56,885,471	$ 72,400,955	$ 82,521,802	$ 88,221,361	$ 83,407,077	-5.5%

RECAP - EXPENDITURES BY CATEGORY	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Salaries	$ 25,995,600	$ 30,816,989	$ 33,631,062	$ 38,932,538	$ 37,727,868	-3.1%
Benefits	7,979,525	9,792,653	10,374,228	11,352,568	11,009,824	-3.0%
Travel	536,271	604,666	814,611	723,003	727,474	0.6%
Space Cost	3,458,335	7,496,553	10,436,885	8,378,137	5,425,700	-35.2%
Supplies	1,796,041	2,343,556	2,061,180	2,639,488	2,691,424	2.0%
Equipment	211,038	99,000	92,760	291,353	424,960	45.9%
Consultant/Contract	954,462	2,765,704	4,177,786	4,224,507	3,857,964	-8.7%
Other Operating Cost	2,259,160	2,805,782	2,720,184	2,571,193	3,041,837	18.3%
Program Costs	8,328,674	9,513,508	11,039,753	11,336,024	10,871,083	-4.1%
Depreciation	306,776	362,700	311,004	301,440	301,440	0.0%
Indirect	5,059,589	5,799,844	6,862,349	7,471,110	7,327,503	-1.9%
TOTAL	$ 56,885,471	$ 72,400,955	$ 82,521,802	$ 88,221,361	$ 83,407,077	-5.5%

BUDGET AND FINANCE COMMITTEE

FEBRUARY 16, 2022

FINANCIAL REPORT

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
UNRESTRICTED						
GENERAL FUND			NOT APPLICABLE	03/01/21 - 02/28/22	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/21 - 02/28/22	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/21 - 02/28/22	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
ENERGY			NOT APPLICABLE	03/01/21 - 02/28/22	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/21 - 02/28/22	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/21 - 02/28/22	531	DONATIONS, RENTAL INCOME
211			NOT APPLICABLE	03/01/21 - 02/28/22	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/21 - 02/28/22	541	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/21 - 02/28/22	595	DONATIONS
RESTRICTED						
EARLY HEAD START EXPANSION EARLY HEAD START EXPANSION - CARES ACT	2,454,592 133,579	93.600	09HP000163-03 09HP000163-02C3	03/01/21 - 02/28/22 03/01/20 - 02/28/21	107	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START/HEAD START EARLY HEAD START/HEAD START - CARES ACT	27,045,025 1,549,338	93.600	09CH011132-03 09CH011132-02C3	03/01/21 - 02/28/22 03/01/20 - 02/28/21	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN EARLY HEAD START SAN JOAQUIN - CARES ACT	5,608,269 275,067	93.600	09-CH011406-02 09-CH011406-01C3	02/01/21 - 01/31/22 02/01/20 - 01/31/21	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/20 - 07/31/21	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	166,842	21.009	21VITAA0243	10/01/20 - 09/30/21	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,535,543 1,535,543 15,030,496	93.569	20F - 3015 21F - 4015 22F-5015	01/01/20 - 05/31/21 01/01/21 - 05/31/22 01/01/22 - 12/31/22	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,000,000	93.391		9/17/20 - 12/30/20	137	COUNTY OF KERN, CARES ACT, CORONAVIRUS RELIEF FUND
CSBG CARES ACT DISCRETIONARY (YOUTH CENTER CARES)	40,370	93.569	20F - 3654	03/27/20 - 05/31/22	175/008	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,606,069 9,323,755 7,129,494	93.568 93.568 93.568	20B - 2012 21B - 5012 22B - 4012	10/01/19 - 06/30/21 11/01/20 - 06/30/22 11/01/21 - 06/30/23	122-30 122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) CARES ACT	2,291,443	93.568	20U-2561	07/01/20 - 04/30/21	122-40	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	1,364,399 450,000	81.042 81.042	17C-4010 20C-6008	06/01/18 - 06/30/20 07/01/20 - 06/30/22	123-65 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 600,085 8,241	93.575	CCTR - 0052 CCTR - 1057 CCTR - 1057	07/01/20 - 06/30/21 07/01/21 - 06/30/22 07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 0052 CCTR - 1057	07/01/20 - 06/30/21 07/01/21 - 06/30/22	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 28,000 5,411,000 138,128	93.575	CMAP - 9000 CMAP - 0000 CMAP - 1000 CMAP - 1000	07/01/20 - 06/30/21 07/01/20 - 06/30/21 07/01/21 - 06/30/22 07/01/21 - 06/30/22	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM		93.575	CSPP - 9121	07/01/20 - 06/30/21	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/20 - 06/30/21	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,735,694	10.561	19-10324	10/01/20 - 09/30/21	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
UNITED WAY STANISLAUS 211 RENTAL ASSISTANCE	93,600	21.023		03/01/21 - 12/31/21	185	U.S. DEPT OF HEALTH & HUMAN SERVICES, COUNTY OF STANISLAUS, UNITED WAY OF STANISLAUS
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	10/01/20 - 09/30/21	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP CARES ACT	20,205	10.568/.569		10/01/20 - 12/31/20	105-094	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, 2021 THROUGH FEBRUARY 28, 2022

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
EFAP FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)	113,134	10.568/.569		10/01/20 - 09/30/21	105-095	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRS)	288,169	10.568/.569		10/01/20 - 09/30/21	105-098	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP BUILD BACK BETTER (BBB) SUPPLEMENTAL	299,960				105-099	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 37	58,005	97.024		4/1/2020 - 5/31/2021	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S CARES Act	82,698	97.024		7/1/2020 - 3/31/2021	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S State Set Aside (SSA)	18,900	97.024		7/1/2020 - 3/31/2021	114-097	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	$1,992.62 PER TRUCK LOAD	10.178		10/01/20 - 09/30/21	106	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
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	386,389	10.565	MOU-20-6003	10/01/20 - 09/30/21	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	10/01/20 - 09/30/21	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,001,061 4,001,061	10.557 10.557	19 - 10139 19 - 10139	10/01/20 - 09/30/21 10/01/21 - 09/30/22	115 115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PRO(	96,442	10.561	18 - 7012 - SUB - CAPK	10/01/20 - 09/30/21	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PRO(SSI	43,513	10.561		10/01/20 - 09/30/21	164-005	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/20 - 06/30/21	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

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COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,852,203		N/A	07/01/20 - 06/30/21	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/20 - 06/30/21	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	4,173,683 22,010,862		CMAP - 0000 CMAP - 1000	07/01/20 - 06/30/21 07/01/21 - 06/30/22	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,659,082 2,802,254		CCTR - 0052 CCTR - 1057	07/01/20 - 06/30/21 07/01/21 - 06/30/22	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,367,697 4,577,394		CSPP - 0126 CSPP - 1123	07/01/20 - 06/30/21 07/01/21 - 06/30/22	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	262,661 273,427		CMIG - 0004 CMIG - 1004	07/01/20 - 06/30/21 07/01/21 - 06/30/22	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	39,399 40,079		CMSS - 0004 CMSS - 1004	07/01/20 - 06/30/21 07/01/21 - 06/30/22	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	348,000		19T - 9011	10/01/19 - 06/30/22	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	3,460,624 4,227,141		N/A	07/01/20 - 06/30/21 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	07/01/20 - 06/30/21	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	328,862		509-2019	07/01/20 - 06/30/21	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	2,054,472		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, 2021 THROUGH FEBRUARY 28, 2022

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	363,636		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/20 - 06/30/21	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/20 - 06/30/21	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/20 - 06/30/21	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	219,006 230,726		N/A	07/01/20 - 06/30/21 07/01/21 - 06/30/22	280	OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	82,149 87,948		2020.2.05	07/01/20 - 06/30/21 07/01/21 - 06/30/22	288	KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	138,262 142,167		2020.2.06	07/01/20 - 06/30/21 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	156,092 163,032		2020.1.06	07/01/20 - 06/30/21 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	90,717 154,174		2020.2.18	01/01/21 - 06/30/21 07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS. SIERRA FOUNDATION
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/20 - 06/30/21	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/20 - 06/30/21	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
FEEDING AMERICA SENIOR HUNGER	50,000		25618	11/01/20 - 01/31/22	422	FEEDING AMERICA SENIOR HUNGER, MULTI-PRIVATE DONORS
GOODWILL INDUSTRIES - CALIFORNIA STATEWIDE COVID-19 CALL CENTER RESPONSE	90,681 25,000		N/A	03/30/20 - 03/29/21	430	GOODWILL INDUSTRIES OF SACRAMENTO & NORTHERN NEVADA, INC.
211 ENERGY UPGRADE CA PROGRAM	30,000		N/A	11/01/20 - 09/30/21	432	COMMUNITY RESOURCE PROJECT, INC.
SVCF MIGRANT CHILDCARE ALTERNATIVE PAYMENT	250,000		N/A	08/01/20 - 07/31/21	451	SILICON VALLEY COMMUNITY FOUNDATION

PREPARED 1/27/2022
SCHPRGM

COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
SHAFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/20 - 08/31/21	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/20 - 08/31/21	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
211 KINGS COUNTY	22,868		N/A	07/01/20 - 06/30/21	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/20 - 06/30/21	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	70,019		N/A	07/01/20 - 06/30/21	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	92,130		N/A	12/28/21 - 12/31/22	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA
FOOD BANK FREE FARMERS MARKET - WASCO	100,000 150,000		N/A	01/01/20 - 12/31/20 12/01/21 - 11/30/22	467	THE WONDERFUL COMPANY FOUNDATION
DAP (DISGORGEMENT ASSISTANCE PROGRAM)	346,238		20D - 1012	10/01/19 - 12/31/20	484	STATE OF CALIFORNIA, DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT, BARCLAY'S BANK SETTLEMENT WITH FETC
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST

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PREPARED 1/27/2022
SCHPRGM

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2021/22

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

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2021/22

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

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2021/22

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

COMMUNITY ACTION PARTNERSHIP OF KERN

LINE OF CREDIT ADVANCES AND REPAYMENTS

FISCAL YEAR 2021/22

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
02/28/21	n/a				
03/31/21	n/a				
04/30/21	n/a				
05/31/21	n/a				
06/30/21	n/a				
07/31/21	n/a				
08/31/21	n/a				
09/30/21	n/a				
10/31/21	n/a				
11/30/21	n/a				
12/31/21	n/a				
01/31/22	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 for $1.5 million during January , February, July, August 2021 and will increasae 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
12/31/20 - 3/31/21	90 days	$ 395.83	0.25%
04/01/21 - 6/30/21	90 days	$ 221.18	0.25%
07/01/21 - 9/30/21	90 days	$ 718.75	0.25%
10/01/21 - 12/31/21	90 days	$ 223.61	0.25%

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

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF JANUARY 31, 2022	
PROGRAM (FUND)	**CASH BALANCE**
CHILD AND ADULT CARE FOOD PROGRAM	11,132.39
HEAD START/EARLY HEAD START	630,470.34
SUBTOTAL	**641,602.73**
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	485,670.71
MIGRANT A/P	2,721,247.59
MIGRANT CHILD CARE	80,136.65
MIGRANT SPECIALIZED SERVICES	13,946.80
SAN JOAQUIN COE GENERAL CHILD CARE	216,790.89
STATE PRESCHOOL	1,559,237.74
SUBTOTAL	**5,081,688.08**
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	142,858.30
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(85,724.10)
EF&S	0.00
EFAP	136,624.30
FEEDING AMERICA SENIOR HUNGER	43,021.34
FOOD BANK	(652,085.24)
FOOD BANK EXPANSION	410,722.49
FOOD BANK CAPACITY PROGRAM	181,818.00
FOOD BANK - STATE	185,493.50
KAISER	23,753.00
SENIOR FARMERS MARKET NUTRITION PROGRAM	32,004.00
TRADE MITIGATION	0.00
WONDERFUL FOUNDATION	74,360.00
SUBTOTAL	**492,845.59**
ENERGY	(159,865.15)
DOE WAP	16,623.30
LIHEAP	(452,235.09)
PG&E	(15,720.99)
DAP (Disgorgement Assistance Program)	(51,063.08)
TRANSFER NEGATIVE BALANCE	662,261.01
SUBTOTAL	**0.00**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	**2,000.00**
211	158,045.22
211 ENERGY UPGRADE CA PROGRAM	(6,250.00)
AMERICORPS - CALIFORNIA VOLUNTEERS	(13.46)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(23,593.67)
CAL FRESH	(22,597.78)
CALEITC	(169.55)
CAPK FOUNDATION	(162,064.19)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	(1,765.64)
COST POOLS	47,984.18
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,066.07
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(361,970.66)
CSBG	318,231.22
CSBG CARES ACT	235,072.26
CSBG DISCRETIONARY	49,038.89
DIFFERENTIAL RESPONSE	(63,027.98)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,214,007.64
ECONOMIC EMPOWERMENT	0.00
EAST KERN FAMILY RESOURCE CENTER	12,689.12
ESG CARES ACT HOMELESS SERVICES	(446,715.31)
ESG COORDINATED ENTRY SERVICE - COVID19	(20,834.37)
FIRST 5 KERN 211	(28,008.68)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(44,198.48)
FIRST 5 HELP ME GROW	(28,480.96)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(50,654.40)
FRIENDSHIP HOUSE	(1,341.93)
FUNDRAISING	275,059.44
GAAP FUND	0.00
GENERAL FUND	(96,015.73)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(19,975.33)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(333,050.82)
HOUSING FOR THE HARVEST STATE	(85,385.53)
HUD-COORDINATED ENTRY SYSTEM	(11,089.21)
COUNTY OF KERN - 211	0.00
INDIRECT FUND	(49,807.81)
IRS - VITA	(2,368.39)
M ST NAVIGATION CENTER	21,731.38
NALEO - 2020 CENSUS	0.00
NEOPB CAL FRESH HEALTHY LIVING	(206,862.11)
POSITIVE YOUTH DEV SVC	(9,479.37)
POSITIVE YOUTH M	(53,814.52)
SHAFTER YOUTH CENTER	33,423.04
OASIS FAMILY RESOURCE CENTER	10,690.00
SIERRA FOUNDATION - ASTHMA MITIGATION	154,558.82
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	(4.19)
SO CA EDISON - 211 CUSTOMER RELATIONS	(9,600.79)
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	(17.81)
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	24,247.71
WELLS FARGO FOUNDATION	46,981.80
WIC	(833,959.86)
LESS: ENERGY NEGATIVE BALANCE	(662,261.01)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	**2,099,477.50**
TOTAL OPERATING CASH	8,317,613.90

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, 2022

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT 01/31/22		9,587,234.23
LESS: OUTSTANDING CHECKS	1,298,631.78	
ADJUSTED BANK BALANCE AT 01/31/22		8,288,602.45
GENERAL LEDGER BALANCE AT 12/31/21		6,457,939.12
ADD: DEPOSITS	3,934,552.89	
US TREAS DRAWDOWNS	3,662,152.36	
FUNDS FROM OTHER GRANTS	411,745.73	
TRANSFERS FROM RESTRICTED ACCOUNTS	713,316.25	
ADP /HEALTH EQUITY REFUND	1,792.13	
REIMBURSEMENT OF ALTERED PAYEE	-	
	-	
	-	
	-	
LESS: CHECKS	2,661,657.19	
ADP PAYROLL 1/3/22	6,502.97	
ADP PAYROLL 1/14/22	1,517,443.82	
ADP PAYROLL 1/28/22	1,497,296.84	
EFTS FOR HRA/HSA/ STD/403B	300,905.76	
REC LOAN PRINCIPAL/INT EXPENSES	23,790.70	
TRANSFERS FROM RESTRICTED ACCOUNTS	-	
CREDIT CARD	22,329.98	
BANK FEES	2,380.43	
ACH VOUCHERS	860,588.34	
GENERAL LEDGER BALANCE AT 01/31/22		8,288,602.45
DIFFERENCE:		(0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/10/2022

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: Feb 10, 2022

Alexander D3 Feb 10, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:		**01/31/22**		**1,055,867.02**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE:		**01/31/22**		**1,055,867.02**
BALANCE PER G/L		**12/31/21**		**1,055,723.55**
ADD:	DEPOSITS		0.00	
	INTEREST		143.47	
	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		**01/31/22**		**1,055,867.02**
			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: 02/01/22

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: Feb 2, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:		**01/31/22**		**107,018.71**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE:		**01/31/22**		**107,018.71**

BALANCE PER G/L		**12/31/21**		**820,235.99**
ADD:	DEPOSITS		0.00	
	INTEREST		98.97	
	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		713,316.25	
BALANCE PER G/L		**01/31/22**		**107,018.71**

** December 2009 name changed from Food Bank to DOE ARRA.*
*** January 2018 name changed from DOE ARRA to CSD Advances.*

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/01/22

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: Feb 1, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 6302(
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:		**01/31/22**		**90,244.37**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE		**01/31/22**		**90,244.37**

BALANCE PER GENERAL LEDGER		**12/31/21**		**86,883.64**
ADD:	DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
	ONLINE DONATIONS		3,702.55	
	PAYPAL DEPOSIT		0.00	
	INTEREST		12.13	
LESS:	APPLIED MERCHANT DEBITS		0.00	
	CLIENT ANALYSIS SERVICE CHARGE		336.50	
	BANKCARD FEES		17.45	
	CASH CONCENTRATION FEE		0.00	
	FUND TRANSFER TO GENERAL FUND		0.00	
			0.00	
BALANCE PER GENERAL LEDGER:		**01/31/22**		**90,244.37**

Difference: **0.00**

** October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.*
*** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.*
**** January 2018 name changed from HOPE Program Account to On-line Donations Account.*

PREPARED BY:	Naomi Ibarra	TITLE:	Accountant	DATE:	02/01/22
APPROVED BY:	Tracy Webster	TITLE:	Chief Financial Officer	DATE:	Feb 1, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:		**01/31/22**		**11.96**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE:		**01/31/22**		**11.96**
BALANCE PER G/L		**12/31/21**		**11.96**
ADD:	DEPOSITS		0.00	
	INTEREST		0.00	
	BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS:	CHECKS		0.00	
	CLIENT ANALYSIS SERVICE CHARGE		0.00	
	BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L		**01/31/22**		**11.96**
			DIFFERENCE:	(0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/01/22

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: Feb 1, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
January 31, 2022

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:		**01/31/22**		**35,018.92**
DEPOSITS IN TRANSIT			0.00	
OUTSTANDING CHECKS			0.00	
OTHER			0.00	
ADJUSTED BANK BALANCE:		**01/31/22**		**35,018.92**
BALANCE PER G/L		**12/31/21**		**35,014.16**
ADD:	DEPOSITS		0.00	
	INTEREST		4.76	
	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		**01/31/22**		**35,018.92**
			DIFFERENCE:	0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/01/22

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Feb 1, 2022

COMMUNITY ACTION PARTNERSHIP OF KERN

WELLS FARGO VISA SUMMARY

STATEMENTS DATED January 1, 2022 - January 31, 2022

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	$ -
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	760.00
Freddy Hernandez	Director of Youth and Community Services	12.95
Laurie Hughey		-
Traco Matthews	Chief Program Officer	197.41
Lisa McGranahan	Director of Human Resources	1,210.35
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	1,584.23
Pritika Ram	Director of Administration	983.35
Jeremy Tobias	Chief Executive Officer	1,718.05
Emilio Wagner	Director of Operations	2,317.52
Tracy Webster	Chief Financial Officer	4,255.16
Rebecca Moreno	Director of Community Development	7,953.00
Susana Magana	Director of Nutrition Services	879.33
	Total	$ 21,871.35

WELLS FARGO

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

Statement Summary

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

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/5/2022	1/6/2022	Best Buy 00008565				71.43
	Operations supplies 6305-999-901-000-000-00-5-1						
2	1/5/2022	1/6/2022	Bestbuycom806565700756				653.49
	Operations computer & peripheral supplies 6310-999-901-000-000-00-5-1						
3	1/6/2022	1/6/2022	Google *leica Geo				9.49
	Operations supplies 6305-999-901-000-000-00-5-1						
4	1/7/2022	1/7/2022	Microsoft*store				199.99
	Operations Microsoft Software Support/Maintenance 6525-999-901-000-000-00-5-1						
5	1/14/2022	1/17/2022					0.20
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	1/14/2022	1/17/2022	V_eliteplan -Monthly				20.00
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1						
7	1/14/2022	1/17/2022	V_eliteplan -Monthly				20.00
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1						
8	1/14/2022	1/17/2022					0.20
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1						
9	1/19/2022	1/19/2022	Microsoft#g007747987				308.39
	Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1 75/25%						
10	1/19/2022	1/20/2022	Onestepgpscom				209.25
	Monthly subscription renewal order with OneStepGps.com 6667-524-000-147-000-000-3-1						
11	1/20/2022	1/21/2022	Mindbody			✓	445.40
	Computer software, reoccurring charge						
12	1/28/2022	1/31/2022	Stockton Record Advertisi			✓	379.68
	Advertisements for the Stockton Record for RFP Design Build Barnett House						

Transaction Count: 12

Total: 2,317.52

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/25/2022	1/26/2022	Canva* I03311-34718854				12.95

Software required for VITA.

Transaction Count: 1

Total: 12.95

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/4/2022	1/6/2022	Exxonmobil 99984692				72.01
	Gasoline for CEO's agency vehicle.						
2	1/4/2022	1/6/2022	National Community Action				1,000.00
	2022 CAPFacts Subscription.						
3	1/5/2022	1/5/2022	1-800-Flowers.Com,inc.				106.06
	Sympathy Plant for T. Matthews						
4	1/6/2022	1/7/2022	Www.Calcapa.Org				250.00
	R9PIC Conference Registration Fee for Jeremy Tobias						
5	1/7/2022	1/10/2022	Flower Shop Network				78.91
	Sympathy Plant for A. Vigil						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	1/8/2022	1/10/2022	Mandalay - Adv Dep				96.37
	Hotel Deposit for Region IX PIC Conference in Las Vegas, NV from February 22 - 25, 2022						
7	1/10/2022	1/12/2022	Bakersfield - Cafishgrill				45.70
	Executive Team Lunch Meeting. Attendees: J. Tobias, T. Webster, and T. Matthews. Purpose was to discuss team building and COVID-19 Surge Response						
8	1/28/2022	1/31/2022	Exxonmobil 99984692				69.00
	Gasoline for CEO's Agency Vehicle.						

Transaction Count: 8

Total: 1,718.05

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Jerry Meade	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-5025	**Currency**	US Dollar
Reporting Period	1/1/2022 - 1/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/4/2022	1/5/2022	Paypal				1,390.00
	ERSEA ~ Recruitment and Enrollment During Omicon Webinar for E&A Manager and Coordinator.						
2	1/5/2022	1/7/2022	Office Depot #952				51.08
	Office Supply Expenses for Admin Offsite Planning.						
3	1/10/2022	1/11/2022	Paypal				29.00
	Pyramid Model Training for Home Visiting Program Home Visitor Andrea Lopez.						
4	1/14/2022	1/17/2022	Inn At The Pier				114.15
	Balance owed for HS Program Planning Meeting held January 5 - 7, 2022.						

Transaction Count: 4

Total: 1,584.23

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Laurie Hughey	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9135	**Currency**	US Dollar
Reporting Period	1/1/2022 - 1/31/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/4/2022	1/5/2022	Trek/Bakersfield Blue				98.76
	Replacements of Full Zip Mens Jackets for two HR members.						
2	1/5/2022	1/6/2022	Paypal				-20.00
	Refund for a webinar coming up on 01/12/2022 (Employment Law Legal Update). Evelin Medina will not be able to attend.						
3	1/7/2022	1/10/2022	Usps Po 0504680519				43.65
	Box of Covid Tests sent to Stockton Location.						
4	1/10/2022	1/12/2022	Biometrics4all Inc				9.00
	Relay Fees for running New Hire Fingerprints Invoice Period 12/01/2021-12/31/2021 Invoice Date 1/01/2022						
5	1/24/2022	1/25/2022	Cal Chamber Of Commerce				899.00
	CalChamber preferred Membership for HR department.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	1/24/2022	1/26/2022					1.69
	Currency Conversion Fee						
7	1/24/2022	1/26/2022	Paypal				169.00
	Form I'9 Compliance Update for 2022 - Webinar						
8	1/28/2022	1/31/2022	Usps Po 0504680519				9.25
	Modified address due to a Box of Covid Tests being returned.						

Transaction Count: 8

Total: 1,210.35

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/6/2022	1/10/2022	Doubletree Hotel Fresno				194.35
	Hotel Fee for Karen Vazquez to attend Grant Writing Class in Fresno, CA.						
2	1/7/2022	1/7/2022	Eb 2022 Management An				760.00
	Registration Fees for P. Ram & J. Burger to attend the CAP National 2022 Virtual Management & Leadership Conference.						
3	1/7/2022	1/10/2022	Stk*shutterstock				29.00
	Monthly Subscription for Stock Photos.						

Transaction Count: 3

Total: 983.35

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/1/2022	1/3/2022	Travelodge				179.20
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
2	1/1/2022	1/3/2022	Travelodge				1,008.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
3	1/10/2022	1/12/2022	Travelodge				952.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
4	1/13/2022	1/17/2022	Travelodge				952.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
5	1/20/2022	1/24/2022	Travelodge				952.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	1/21/2022	1/24/2022	Naeh				325.00
	Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Keith Jackson.						
7	1/21/2022	1/24/2022	Naeh				325.00
	Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Rebecca Moreno.						
8	1/21/2022	1/24/2022	Naeh				325.00
	Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Ian Sharples.						
9	1/21/2022	1/24/2022	Naeh				325.00
	Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Laurie Hughey.						
10	1/21/2022	1/24/2022	Naeh				325.00
	Registration for Ending Unsheltered Homelessness virtual conference February 16th - February 18th for Joseph Aguilar.						
11	1/24/2022	1/26/2022	Travelodge				380.80
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
12	1/25/2022	1/27/2022	Travelodge				952.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13	1/27/2022	1/31/2022	Travelodge				952.00

Isolation housing for COVID-19 resident at M Street Navigation Center.

Transaction Count: 13

Total: 7,953.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/5/2022	1/7/2022	Office Depot #2175				264.64
	Regular supply order delayed; needed envelopes ASAP.						
2	1/25/2022	1/25/2022	Target.Com				75.63
	PediaSure; special diet needs.						
3	1/25/2022	1/26/2022	Wm Supercenter #1624				387.62
	Baby formula.						
4	1/25/2022	1/26/2022	Wm Supercenter #1624				36.34
	Baby formula.						
5	1/25/2022	1/26/2022	Target 00006148				115.10
	Special diet food/baby formula.						

Transaction Count: 5

Total: 879.33

Employee Signature	**Date**	**Authorized Approver Signature**	**Date**

WELLS FARGO

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

Statement Summary

Name	Traco Matthews	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-3726	**Currency**	US Dollar
Reporting Period	1/1/2022 - 1/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/11/2022	1/12/2022	Amazon.Com*uq38r2na3 Amzn				93.00
	Leadership books purchased for Directors and Chiefs.						
2	1/25/2022	1/26/2022	Logcabinflorist.Com				104.41
	Flowers for family of volunteer who passed away on behalf of Head Start & CAPK.						

Transaction Count: 2

Total: 197.41

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/18/2022	1/19/2022	Wipflillp Training for Gabrielle Alexander on OMB's Uniform Guidance 6645-999-904-000-000-00-5-1			✓	1,870.00
2	1/24/2022	1/25/2022	Www.Simpliv.Com Training for Stephanie Mull and Jennifer Davis 6645-999-904-000-000-00-5-1			✓	298.00
3	1/28/2022	1/31/2022	Aatrix Software File our 1099s 6320-999-901-000-000-00-5-1			✓	464.22
4	1/28/2022	1/31/2022	Aatrix Software File our 1099s 6320-999-901-000-000-00-5-1			✓	1,622.94

Transaction Count: 4

Total: 4,255.16

Employee Signature **Date** **Authorized Approver Signature** **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	1/19/2022	1/20/2022	Eb 2022 Management An				760.00
	Registration for the 2022 Virtual CAP Management & Leadership conference - Yolanda Gonzales & Esperanza Contreras						

Transaction Count: 1

Total: 760.00

Employee Signature **Date**

Authorized Approver Signature **Date**

COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022 (11 OF 12 MONTHS OR 91.7%)

Line Item	2021/22 Budget	3/1/21 - 01/31/22 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,272,351	910,442	71.6%	361,909
Head Start Subsidy	623,738	1,062,015	170.3%	(438,277)
Total Revenue	1,896,089	1,972,457	104.0%	(76,368)
Expenditures (Note B)				
Salaries	605,614	537,456	88.7%	68,158
Benefits	187,409	161,198	86.0%	26,211
Vehicle Gasoline, Repair/Maintenance	51,300	43,385	84.6%	7,915
Space Costs	94,700	123,677	130.6%	(28,977)
Supplies - Office & Food Service	86,000	109,021	126.8%	(23,021)
Equipment Repair/Maintenance & Lease	38,000	22,367	58.9%	15,633
Communication	13,000	14,495	111.5%	(1,495)
Risk Insurance	12,700	15,286	120.4%	(2,586)
Printing	1,000	469	46.9%	531
Hiring & Employee Costs	100	696	696.0%	(596)
First Aid	500	609	121.8%	(109)
Raw Food/Vended Meals	586,803	766,417	130.6%	(179,614)
Sub Total	1,677,126	1,795,076	107.0%	(117,950)
Adult Meals Prepared	51,251	102,213	199.4%	(50,962)
Indirect	167,712	75,168	44.8%	92,544
Total Expenditures	1,896,089	1,972,457	104.0%	(76,368)

	Prior Period	JANUARY 2022	Cumulative
Total Meals Prepared and Vended (Note C)	558,154	56,551	614,705
Total Meals Claimed	292,032	27,456	319,488
Difference	266,122	29,095	295,217
Percentage Claimed to Prepared/Vended		48.6%	52.0%

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 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (7 OF 12 MONTHS = 58.3%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	4,482	4,818	4,932	4,992	4,693	5,360	5,016						34,292	
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	
Revenue Earned	$ 231,039	$ 248,345	$ 254,265	$ 257,347	$ 241,937	$ 265,511	$ 248,473	$ -	$ -	$ -	$ -	$ -	$ 1,746,916	**49.42%**
Maximum Reimburseable Amount (MRA)													**$3,535,022**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%	98.33%	98.49%	98.51%							**98.54%**
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-0126)														
Adjusted Days of Enrollment - Certified	2,937	2,997	4,507	5,811	5,515	6,143	6,969						34,879	
Reimbursement Rate per Child per Day	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X $51.87	
Revenue Earned	$ 152,344	$ 155,435	$ 233,776	$ 301,418	$ 286,057	$ 306,239	$ 347,397	$ -	$ -	$ -	$ -	$ -	$ 1,782,667	**38.95%**
Maximum Reimburseable Amount (MRA)													**$4,577,394**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%	98.76%	97.71%	98.58%							**98.68%**
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-0004)														
Adjusted Days of Enrollment - Certified	93	84	96	87	62	125	120						667	
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	
Revenue Earned	$ 4,807	$ 4,307	$ 4,927	$ 4,480	$ 3,196	$ 6,217	$ 5,943	$ -	$ -	$ -	$ -	$ -	$ 33,877	**12.90%**
Maximum Reimburseable Amount (MRA)													**$262,661**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%	98.21%	95.96%	100.00%							**99.10%**
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 reimburseable amount is per the 2021/22 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/21 - 6/30/22 (7 OF 12 MONTHS = 58.3%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-1242)														
Adjusted Days of Enrollment - Certified	1,751	1,856	1,817	1,870	1,537	1,498	1,243						11,571	
Reimbursement Rate per Child per Day	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	X $46.03	
Revenue Earned	$ 80,580	$ 85,430	$ 83,641	$ 86,058	$ 70,726	$ 68,950	$ 57,215	$ -	$ -	$ -	$ -	$ -	$ 532,600	**18.67%**
Maximum Reimburseable Amount (MRA)													**$2,852,203**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.60%	99.91%	100.00%	98.73%	99.67%	98.22%	97.74%							**98.54%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%

1

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (6 OF 12 MONTHS = 50.%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	$ 571,122	$ 754,613	$ 804,323	$ 806,954	$ 864,421	$ 897,206							$ 4,698,638		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	$ -		
Net Provider Payments	$ 571,122	$ 754,613	$ 804,323	$ 806,954	$ 864,421	$ 897,206	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,698,638	83.79%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**7,907,363**		**59.42%**
Administration & Support Services Revenue															
Provider Payments	$ 571,122	$ 754,613	$ 804,323	$ 806,954	$ 898,581	$ 897,206	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,732,798		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%		
Revenue Earned	$ 121,147	$ 160,069	$ 170,614	$ 171,172	$ 190,608	$ 190,316	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,003,926		
Program Administration/Support Services Costs	80,960	78,427	77,608	76,768	80,874	104,024						-	498,661	8.89%	
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,551	93,420	154,893						-	560,046	7.31%	
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)		
Total Operating Costs	$ 135,292	$ 160,909	$ 164,975	$ 164,319	$ 24,294	$ 258,917	$ -	$ -	$ -	$ -	$ -	-	908,707	16.21%	
Revenue Earned Over/(Under) Costs	$ (14,145)	$ (840)	$ 5,639	$ 6,853	$ 166,314	$ (68,601)	$ -	$ -	$ -	$ -	$ -	-	95,219		
TOTAL COSTS - NET OF FAMILY FEES	$ 706,415	$ 915,522	$ 969,298	$ 971,272	$ 888,715	$ 1,156,122	$ -	$ -	$ -	$ -	$ -	$ -	5,607,344	100.00%	

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

Provider payments	4,698,638
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	996,680

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

Provider Payments	7,907,363	82.50%
Administration	1,437,702	15.00%
Support Services	239,617	2.50%
Maximum Reimbursable Amount (MRA)	9,584,682	100.00%

Division/CFO:	Tracy Webster, CFO	**Month/Year:**	January-2022
Program/Work Unit:	Not Applicable	**Director of Finance:**	Gabrielle Alexander
Services:	Overall financial and accounting functions of the organization		

Activities	**January-2022**		**Year to Date 03/1/21 -01/31/22**	
Description	**Number**	**Amount**	**Number**	**Amount**
Bank Deposits	19	3,934,553	167	31,291,144
Wire Deposits	10	408,746	124	7,650,090
Head Start/IRS Drawdowns	5	3,579,978	51	35,323,189
Vendor Checks Issued	841	3,248,077	8,444	25,803,895
Payroll Disbursed		3,021,244		34,625,756
Grant Reports Prepared	43		364	
CalFresh Outreach				
CalFresh SSI				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
Commodity Supplemental Food Prog				
County of Kern - 211				
CMAP				
CMIG				
CMSS				
CSPP				
CSBG 2020				
CSBG Cares				
CSBG Discretionary				
CSBG 2021				
DAP				
DOE 2020				
Differential Response				
EFAP				
Energy Upgrade CA Program - 211				
ESG CARES Act Homeless				
Food Bank Farmers Market				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Ridgecrest Family Resource				
Goodwill				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
Housing for the Harvest				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
MCAP Fiscal Report & Caseload				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS 211 RENTAL ASSISTANCE				
WIC				

Total Division Staffing 21 positions + 1 Temp (1 vacancy)

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

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF FEBRUARY 28, 2021

ASSETS	
Cash in Bank	6,762,684
Cash - Vacation Reserve	977,652
Petty Cash	-
Accounts Receivable	2,315,161
Travel Advance	-
Prepaid Expense	600,014
Inventory	1,212,729
Net Fixed Assets - Unrestricted	1,342,146
Net Fixed Assets - Restricted	9,098,075
Total Assets	22,308,463
LIABILITES AND NET ASSETS	
Accounts Payable	2,353,644
Accrued Expenses	841,483
Accrued Vacation	1,663,810
Line of Credit	-
Note Payable	1,473,224
Advance Payable	327,594
Deferred Revenue	772,005
Total Liabilites	7,431,760
Total Net Assets	14,876,703
Total Liabilities and Net Assets	22,308,463

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2020 TO FEBRUARY 28, 2021

REVENUE	
Grant Revenue	73,646,271
Donations	41,912,199
Other Revenue	1,713,706
In-Kind	350,624
Total Revenue	117,622,800
EXPENDITURES	
Salaries	32,643,960
Benefits	9,275,266
Travel	264,341
Space Costs	6,350,848
Supplies	3,024,270
Consultant/Contract Services	2,328,920
Other Costs	2,942,357
Program Costs	53,060,080
Capital Expenditures	(25,268)
Indirect	6,430,646
In-Kind	350,624
Total Expenditures	116,646,043
Net Change in Assets	976,758
Net Assets, beginning	13,899,945
Net Assets, ending	14,876,703

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF JANUARY 31, 2022

ASSETS	
Cash in Bank	8,545,145
Cash - Vacation Reserve	1,055,724
Petty Cash	-
Accounts Receivable	1,476,662
Travel Advance	18,018
Prepaid Expense	363,639
Inventory	1,202,301
Net Fixed Assets - Unrestricted	1,044,730
Net Fixed Assets - Restricted	8,613,539
Total Assets	22,319,757

LIABILITES AND NET ASSETS	
Accounts Payable	1,246,922
Accrued Expenses	209,760
Accrued Vacation	1,055,166
Line of Credit	-
Note Payable	1,110,756
Advance Payable	1,959,555
Deferred Revenue	-
Total Liabilites	5,582,160
Total Net Assets	16,737,598
Total Liabilities and Net Assets	22,319,758

STATEMENT OF OPERATIONS (UNAUDITED)
FOR THE PERIOD MARCH 1, 2021 TO JANUARY 31, 2022

REVENUE	
Grant Revenue	74,333,486
Donations	310,013
Other Revenue	6,519,694
In-Kind	8,485,362
Total Revenue	89,648,556

EXPENDITURES	
Salaries	33,098,566
Benefits	8,827,920
Travel	383,194
Space Costs	10,411,889
Supplies	2,682,113
Consultant/Contract Services	2,942,112
Other Costs	3,322,392
Program Costs	11,197,577
Capital Expenditures	417,543
Indirect	6,018,991
In-Kind	8,485,362
Total Expenditures	87,787,660
Net Change in Assets	1,860,895
Net Assets, beginning	14,876,703
Net Assets, ending	16,737,598

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,932,538	30,084,647	8,847,891	77%
BENEFITS	11,352,568	8,104,289	3,248,279	71%
TRAVEL	723,003	402,492	320,511	56%
SPACE COST	8,679,577	9,217,543	(537,966)	106%
SUPPLIES	2,639,488	2,520,459	119,029	95%
EQUIPMENT	291,353	642,928	(351,575)	221%
CONSULTANT/CONTRACT SERVICES	4,224,507	2,210,047	2,014,460	52%
OTHER COSTS	2,571,193	2,576,239	(5,046)	100%
PROGRAM COSTS	11,336,024	10,552,994	783,030	93%
INDIRECT	7,471,110	5,919,073	1,552,037	79%
TOTAL	88,221,361	72,230,711	15,990,650	82%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	28,385,371	23,099,367	5,286,004	81%
BENEFITS	8,621,872	6,376,420	2,245,452	74%
TRAVEL	481,785	213,878	267,907	44%
SPACE COST	6,895,025	7,033,370	(138,345)	102%
SUPPLIES	1,650,819	1,722,064	(71,245)	104%
EQUIPMENT	249,000	66,190	182,810	27%
CONSULTANT/CONTRACT SERVICES	1,383,171	734,835	648,336	53%
OTHER COSTS	1,134,919	1,230,669	(95,750)	108%
PROGRAM COSTS	7,854,382	8,712,612	(858,230)	111%
INDIRECT	4,918,173	4,458,805	459,368	91%
TOTAL	61,574,517	53,648,211	7,926,306	87%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,972,150	2,929,454	1,042,696	74%
BENEFITS	1,132,141	761,356	370,785	67%
TRAVEL	98,318	109,509	(11,191)	111%
SPACE COST	698,065	1,044,288	(346,223)	150%
SUPPLIES	310,315	432,850	(122,535)	139%
EQUIPMENT	-	483,084	(483,084)	Not budgeted
CONSULTANT/CONTRACT SERVICES	594,403	405,373	189,030	68%
OTHER COSTS	392,841	427,469	(34,628)	109%
PROGRAM COSTS	1,451,836	1,361,135	90,701	94%
INDIRECT	728,776	588,079	140,697	81%
TOTAL	9,378,845	8,542,596	836,249	91%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,936,728	1,382,981	553,747	71%
BENEFITS	443,603	321,636	121,967	73%
TRAVEL	62,566	17,118	45,448	27%
SPACE COST	228,147	181,226	46,921	79%
SUPPLIES	95,424	56,590	38,834	59%
EQUIPMENT	8,603	-	8,603	0%
CONSULTANT/CONTRACT SERVICES	1,623,380	757,459	865,921	47%
OTHER COSTS	796,060	478,967	317,093	60%
PROGRAM COSTS	722,281	224,066	498,215	31%
INDIRECT	590,819	332,656	258,163	56%
TOTAL	6,507,611	3,752,700	2,754,911	58%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	3,352,398	1,747,287	1,605,111	52%
BENEFITS	801,121	392,326	408,795	49%
TRAVEL	33,264	40,838	(7,574)	123%
SPACE COST	687,660	686,781	879	100%
SUPPLIES	483,773	217,103	266,670	45%
EQUIPMENT	33,750	93,653	(59,903)	277%
CONSULTANT/CONTRACT SERVICES	275,443	164,107	111,336	60%
OTHER COSTS	153,543	377,640	(224,097)	246%
PROGRAM COSTS	1,276,858	168,998	1,107,860	13%
INDIRECT	690,452	362,991	327,461	53%
TOTAL	7,788,262	4,251,725	3,536,537	55%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,193,191	876,846	316,345	73%
BENEFITS	334,364	244,488	89,877	73%
TRAVEL	28,920	21,078	7,842	73%
SPACE COST	168,480	269,525	(101,045)	160%
SUPPLIES	80,157	90,231	(10,074)	113%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	285,610	67,541	218,069	24%
OTHER COSTS	49,420	45,382	4,038	92%
PROGRAM COSTS	30,667	86,184	(55,517)	281%
INDIRECT	517,047	161,475	355,572	31%
TOTAL	2,687,856	1,862,750	825,106	69%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 01-31-22 (91.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	92,700	48,711	43,989	53%
BENEFITS	19,467	8,062	11,405	41%
TRAVEL	18,150	71	18,079	0%
SPACE COST	2,200	2,353	(153)	107%
SUPPLIES	19,000	1,620	17,380	9%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	62,500	80,731	(18,231)	129%
OTHER COSTS	44,410	16,112	28,298	36%
PROGRAM COSTS	-	-	-	0%
INDIRECT	25,843	15,067	10,776	58%
TOTAL	284,270	172,728	111,542	61%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2021/22
BUDGET TO ACTUAL - 03/01/21 TO 01/31/22 (11 OF 12 MONTHS = 91.66%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 7,471,110**	**$ 5,919,073**	**79.2%**	**$ 1,552,037**
Expenditures				
Salaries	3,983,144	3,333,419	83.7%	649,725
Benefits @ 23.6% actual	931,312	749,451	80.5%	181,861
Total Personnel Costs	4,914,456	4,082,870	83.1%	831,586
Operating Costs				
Travel	62,350	36,226	58.1%	26,124
Space Costs	206,370	268,310	130.0%	(61,940)
Supplies	150,200	129,063	85.9%	21,137
Equipment	196,000	216,730	110.6%	(20,730)
Consultant/Contract	956,000	714,552	74.7%	241,448
Other Operating Costs	352,750	525,103	148.9%	(172,353)
Total Operating Costs	1,923,670	1,889,984	98.2%	33,686
Total Expenditures	**$ 6,838,126**	**$ 5,972,853**	**87.3%**	**$ 865,273**
Excess (Deficit) Indirect Revenue	**$ 632,984**	**$ (53,780)**		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	$ 1,262,307	$ 1,010,697	80.1%	$ 251,610
Operations	2,324,790	2,063,514	88.8%	261,276
Executive	1,133,815	1,057,937	93.3%	75,878
Program Administration	330,664	232,442	70.3%	98,222
Finance	1,786,550	1,608,263	90.0%	178,287
	$ 6,838,126	$ 5,972,853	87.3%	$ 865,273

Prepared Date: 1/13/2022

MEMORANDUM

To: Board of Directors

From: Traco Matthews, Chief Program Officer

Date: February 23, 2022

Subject: *Agenda Item IV(u):* Contract for Renewal of DHS-EPP Program – **Action Item**

Kern County Department of Human Services (DHS) operates a work experience and employment preparation program (EPP) designed to help low-income individuals develop job skills and find opportunities to work. CAPK has partnered with DHS on the EPP program for many years, utilizing the talents of participants and offering positions to strong contributors. DHS reached out to enquire if CAPK would like to continue the partnership for the coming year. After discussions with program leaders regarding the opportunity, it was determined that the organization would like to continue the partnership with DHS.

The following CAPK programs have utilized the skills of EPP program, experienced positive results, and expressed interest in a continued partnership with DHS:

- 2-1-1 Kern
- Central Kitchen
- Coordinated Entry System (CES)
- Energy
- Food Bank
- Friendship House/Shafter Youth Center
- Head Start/Early Childhood Education
- MCAP
- M Street Navigation Center
- VITA
- WIC

There would be no significant budgetary or fiscal impact with this partnership. Wages for EPP participants are paid by DHS, so CAPK's only expenses are the time it costs to bring participants on board, provide training, and offer ongoing support as they work. These costs are offset by the good work produced by program participants.

The DHS/EPP program is generally seen as a solid investment by CAPK leadership as it represents a number of wins for the organization. It allows CAPK to maintain a strong working relationship with DHS, gives several programs the chance to receive cost-effective labor, and provides skill-development opportunities for participants that fall within CAPK's mission and strategy.

Recommendation:
Staff recommends the Board of Directors authorize the Chief Executive Officer to execute the DHS/EPP contract and any future amendments during the term of the contract.

Attachment:
EPP Contract

KERN COUNTY DEPARTMENT OF
Human Services
Opportunity. Options. Empowerment.

Dena Murphy
Director

Work Experience/Employment Preparation Worksite (EPP)
$4,000 Employment Engagement Placement Solution (4KEEPS)
Vendor Information Form

We sincerely appreciate that you have chosen to participate in this program and believe it is a benefit to your business, our clients and the community. We thank you for serving your community in this way. Your cooperation in completing this form will assist our contract administrator in preparing the Agreement for participation in the Work Experience/Employment Preparation Worksite / / $4,000 Employment Engagement Placement Solution (previously EASE) to the legal specifications required.

Date: 02/17/22	***Job Developer:*** Sara Syverston	***Office Location:*** OC Sills
Contract: ☒ ***EPP*** ☐ ***4KEEPS***	***Agreement:*** ☐ ***New*** / ☒ ***Renewal*** ***Amendment*** ☐ ________________	***If Renewal, date current Agreement expires:*** February 28, 2022

Company Name (Legal): Community Action Partnership of Kern	
Doing Business As (dba): (if applicable) CAPK	
Legal Signer Name and Title: *(please print)* Jeremy T. Tobias - CEO	***Legal Signer E-Mail Address:*** jtobias@capk.org
Contact Person: Traco Matthews *(if different from legal signer)*	*Telephone Number:* (661) 336-5236 ***E-Mail Address:*** tmatthews@capk.org
Physical Address: 5005 Business Park North, Bakersfield, CA 93309	
Mailing Address: (if different from physical)	
Type of Business: *(i.e. Tire shop, insurance office, etc.)* Office	*Length of time in business:* 57

Type of Entity: (Please check one)	☐ Corporation	**State:** CA	☐ Partnership	☐ Sole Proprietor	☒ Other (please list) ________

Please check appropriate box and provide documentation requested to the right (needed to process Agreement)	☐ EPP FOR-Profit:	Proof of General Liability Insurance and Additional Insured Endorsement naming County as Additional Insured.
	☒ EPP NON-Profit:	Proof of Non-Profit Status (501c3 Non-Profit Status Letter from State), Proof of General Liability Insurance and Additional Insured Endorsement naming County as Additional Insured.
	☐ EPP Special District:	**None required** (County Departments, Governmental Agencies and School Districts are Special District **ONLY**)
	☐ 4KEEPS:	Proof of Gen. Liability Insurance, Additional Insured Endorsement and Workers' Compensation naming County as Additional Insured. Direct Deposit w/voided check and W-9 (new vendors only).

If you have any questions regarding this form, please contact your Job Developer.

Work Experience/Employment Preparation Worksite (EPP)
$4,000 Employment Engagement Placement Solution (4KEEPS)
Vendor Information Form

(continued)

Additional Sites covered by this Agreement: (please check one)	☒ YES	☐ NO
If you checked YES, please list the addresses of all locations:		
211 Call Center, Energy Program, Volunteer Income Tax Assistance 2323 16th St. Ste. 305, Bakersfield, CA 93301		
Head Start/Early Childhood Education 5005 Business Park North, Bakersfield, CA 93309		
Woman Infant Children 500 E. California Ave. Bakersfield , CA 93307		
Food Bank 1807 Feliz Dr. Bakersfield, CA 93307		
Friendship House 2424 Cottonwood Rd. Bakersfield, CA 93307		
Shafter Youth Center 455 E. Euclid Ave. Shafter, CA 93263		
Migrant Childcare 5351 Olive Dr. Ste. 200 Bakersfield, CA 93308		
Head Start Central Kitchen 3101 Mallview Rd. Bakersfield, CA 93306		
M Street Navigation Center 2900 M St. Bakersfield, CA 93301		
Coordinated Entry System 300 19th St. Bakersfield, CA 93301		

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner, Director of Operations

Date: February 23, 2022

Subject: *Agenda Item V(a) :* Property and Casualty Insurance Renewal – **Action Item**

Background:

CAPK's Property and Casualty Insurance coverages are scheduled to expire on February 28, 2022. As a result, Bolton, the current broker, has conducted a review of coverage and negotiated renewals insurance carriers on CAPKs behalf to obtain the most cost-effective premiums. The premium for the 2021/2022 year was $498,125.

Current Events:

After requesting proposals, a premium increase was apparent, yet less than what was expected for certain lines of coverage, such as automobile, resulting in the following changes:

	2021-2022 Expiring Premium	2022-2023 Renewal Premium	$ Difference	% Difference
Property including Inland Marine & Crime	$ 45,137	$ 46,410	$ 1,273	3%
Automobile	$ 120,096	$ 130,084	$ 9,988	8%
General Liability	$ 42,406	$ 46,389	$ 3,983	9%
Philadelphia Package Total	**$ 207,639**	**$ 222,883**	**$ 15,244**	**7%**
Umbrella	$ 42,101	$ 48,573	$ 6,472	15%
Management Liability	$ 123,057	$ 149,327	$ 26,270	21%
Excess Fiduciary Liability	$ 2,000	$ 1,941	$ (59)	-3%
Surplus Lines Taxes & Fees	$ 65	$ -	$ (65)	-100%
Excess Management Liability	$ 88,601	$ 80,000	$ (8,601)	-10%
Crime	$ 10,448	$ 11,523	$ 1,075	10%
Cyber Liability	$ 14,493	$ 15,659	$ 1,166	8%
Fee	$ 250	$ 195	$ (55)	-22%
Surplus Lines Taxes & Fees	$ 471	$ 515	$ 44	9%
TOTAL	**$ 489,125**	**$ 530,616**	**$ 41,491**	**8%**

The Management Liability package saw the greatest increase of 21% due to loss history and market factors. Overall the increase of 8% was found to be reasonable considering the current factors affecting the market.

Recommendation:

Staff recommends the Board of Directors authorize the Chief Executive Officer to bind coverage at the proposed increased limits through Bolton.

Attachment:
Proposed Summary of Insurance

BOLTON
An Company

2022-2023

Proposed Summary of Insurance
Community Action Partnership of Kern

Coverage	Renewal Effective Date	Renewal Carrier	Renewal Limits	Renewal Deductibles	2021-2022 Expiring Premium	2022-2023 Renewal Premium	$ Difference	% Difference
Property Including Building and Contents	3/1/2022	Philadelphia	$42,847,036	$1,000 Ded	$ 44,271	$ 45,544	$ 1,273	3%
Business Income/Extra Expense 50% Coinsurance - 180 Day EPI			$4,411,000	72 hr wait				
Crime - Monies & Securities In&Out			$5,000	$500				
Inland Marine - Tools & Equipment			$297,500	$1,000	$ 866	$ 866	$ -	0%
Automobile Owned, Non-Owned & Hired			$1,000,000	$500 Comp $1,000 Coll	$ 120,096	$ 130,084	$ 9,988	8%
General Liability			$1,000,000 Occ $3,000,000 Agg	N/A	$ 34,669	$ 38,835	$ 4,166	12%
Sexual Abuse & Molestation			$1,000,000 Occ $3,000,000 Agg					
Employee Benefits *Claims Made Form - Retro Date: 6/10/2010*			$1,000,000 Occ $3,000,000 Agg					
Human Services Professional Liability			$1,000,000 Occ $3,000,000 Agg	N/A	$ 7,737	$ 7,554	$ (183)	-2%
Philadelphia Package Total					**$ 207,639**	**$ 222,883**	**$ 15,244**	**7%**
Umbrella Liability	3/1/2022	Philadelphia	$10,000,000 $6,000,000 Abuse Sublimit	$10,000	$ 42,101	$ 48,573	$ 6,472	15%
Directors & Officers Liability	3/1/2022	Travelers (P&P Date: 3/1/2017)	$5,000,000	$50,000	$ 123,057	$ 149,327	$ 26,270	21%
Employment Practices Liability				$75,000				
Fiduciary Liability			$5,000,000	$0				
Excess Management Liability	3/1/2022	Markel	$5,000,000	N/A	$ 88,601	$ 80,000	$ (8,601)	-10%
Excess Fiduciary Liability	3/1/2022	Travelers	Now Included in Management Package	$0	$ 2,065	$ 1,941	$ (124)	-6%
Crime	3/1/2022	The Hartford			$ 10,448	$ 11,523	$ 1,075	10%
		Employee Dishonesty	$3,100,000	$15,500				
		Forgery or Alteration	$3,100,000	$15,500				
		Money & Securities - Inside	$3,100,000	$15,500				
		Money & Securities - Outside	$3,100,000	$15,500				
		Computer & Funds Transfer Fraud	$3,100,000	$15,500				
		Money Orders & Counterfeit Currency	$50,000	$0				
		Computer Systems Restoration Expenses	$25,000	$1,000				
		Identity Recovery Expense Reimbursement	$25,000	$250				
		Deception Fraud	$15,000	$5,000				
		Investigative Expense Sublimit	$25,000	$0				
Cyber Liability	3/1/2022	Houston Casualty			$ 15,214	$ 16,369	$ 1,155	8%
		Maximum Policy Limit	$2,000,000	$50,000				
		Security and Privacy Liability	$2,000,000	$50,000				
		Regulatory Fines	$2,000,000	$50,000				
		Multimedia Liability	$2,000,000	$50,000				
		Extortion/Ransomware Loss	$2,000,000	$50,000				
		System & Data Rectification Costs	$2,000,000	$50,000				
		Security Business Interruption	Included	$50,000				
		System Failure Business Interruption	Included	$50,000				
		Privacy Breach Notification Costs	$2,000,000	$50,000				
		PCI DSS Assessments	$2,000,000	$50,000				
		Social Engineering Loss	$100,000	$50,000				
		Telecommunications Fraud	$100,000	$50,000				
TOTAL					**$ 489,125**	**$ 530,616**	**$ 41,491**	**8%**

*Premiums are rounded to the nearest dollar and include taxes and fees.

The summary of insurance contained herein is given as a matter of information only and is based upon data obtained from you. It neither affirmatively nor negatively amends, extends or alters the coverages afforded by the various policies listed.

For complete detailed information regarding any item in this summary, please refer to the individual policy for a complete and accurate description of coverages, exclusions, limits of liability, etc.

This summary is for information only; it is not legally binding.

BOLTON
An Company

Community Action Partnership of Kern

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Date: February 23, 2022

Subject: *Agenda Item V(b)*: Food Bank Capital Donation from The Wonderful Company– Pritika Ram, Director of Administration – **Action Item**

As a follow-up to the reports on the Capital Expansion Campaign for the Food Bank, staff have been engaging with a private regional donor to support a portion of the construction costs, The Wonderful Company.

At the time of the staff memo, the details as part of the contract were not available. It is the intent of staff to share the contract and/or details of the donation and partnership during the scheduled Board meeting on February 23, 2022.

Recommendation:
Staff recommends the Board of Directors authorize the Chief Executive Officer to execute a contract with The Wonderful Company for the purposes of a donation to the capital expansion of the CAPK Food Bank.

MEMORANDUM

To: Board of Directors

Pritika R

From: Pritika Ram, Director of Administration

Date: February 23, 2022

Subject: *Agenda Item V(c)*: Approval of Resolution for the National Association of Community Action Partnership Pathways to Excellence – Pritika Ram, Director of Administration – **Action Item**

The National Community Action Partnership's Pathways to Excellence program is designed to empower and support Community Action Agencies interested in taking their agency to the next level by pursuing excellence through an intentional process of assessment, planning, and capacity building to institutionalize known best-in-class practices from the Community Action network and outlined in the thirty-five (35) Standards of Excellence.

Pathways to Excellence has adopted a new multi-leveled Tiered Approach for agencies interested in moving beyond minimum requirements and taking the next steps for achieving agency-wide excellence based on the CAA Standards of Excellence and supports the incremental journey towards excellence. In reviewing the tiered options and assessing the agency's readiness, the Silver Tier appears to be an appropriate step to begin our path towards achieving the Award for Excellence. At the Silver Level, we will form a cohort to experience the level together with fellow excellence peers. Sliver Level CAA staff participate in Pathways Implementer training and T/TA activities primarily within this cohort setting.

Similar to the development of the Strategic Plan, this effort will be led by an internal workgroup with a focus on a two of the seven categories among the 35 standards of excellence. This activity aligns with our 2021-25 Strategic Plan as part of Goal 5: Increase utilization of data-driven decision-making processes to improve organizational capacity to achieve results, specifically under Objectives 5.1 Enhance agency-wide capacity to implement continuous improvement framework; and 5.2. Enhance data governance structures and practices to support implementation of ROMA and to increase consistency, accuracy, and breadth of program reporting and data analytics.

Recommendation:

Staff recommends the Board of Directors approve, with Resolution, the engagement with the National Community Action Partnership's Pathways to Excellence program.

Attachments:

2021 Standards of Excellence and Pathways to Excellence Manual
Resolution #2022-05

PATHWAYS to EXCELLENCE

2021 STANDARDS OF EXCELLENCE©

Pursuing and Achieving Excellence in Community Action

Helping People. Changing Lives.

community Action® PARTNERSHIP

AMERICA'S POVERTY FIGHTING NETWORK

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2021 STANDARDS OF EXCELLENCE©

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The Promise of Community Action

Community Action changes people's lives,
embodies the spirit of hope,
improves communities,
and makes America a better place to live.
We care about the entire community,
and we are dedicated to helping people
help themselves and each other.

What are the Standards of Excellence?

The Standards of Excellence describe thirty-five of the very best practices of the very best Community Action Agencies. They are aligned closely with the Malcolm Baldrige Criteria for Performance Excellence—used world-wide for organizational performance and improvement. Developed and updated biannually with broad input from the Community Action Network, these Standards help answer the question: What does an excellent Community Action Agency look like? The bar is set high, as excellence represents the very highest operational objectives for Community Action Agencies. It is about striving for and seeking to stretch the limits of performance. **It must be emphasized that compliance is not excellence: compliance is the starting point for excellence**. Do not confuse these Standards with the CSBG Organizational Standards. The CSBG Organizational Standards are mandated for the CSBG Network and represent a baseline threshold. The Standards of Excellence are voluntary and represent best in class goals to strive for. The Community Action Standards of Excellence represent benchmarks of CAA excellence and should be viewed as optimal CAA practices that represent a high performing, continuously improving agency of excellence. They represent the very best a CAA can be—not achieved easily, but always worth striving for.

The Standards of Excellence are distributed across seven categories, and represent attributes that distinguish all high-performance organizations, as well as those that set Community Action Agencies apart from other organizations when it comes to performance, community service, and overall excellence. Categories 1 through 6 examine an agency's approach to and deployment of each Standard. Category 7 assesses organizational performance trends, results and improvements. The Award/Pathways self-study process and subsequent peer-review and feedback report will enable you to benchmark your agency against each of the thirty-five standards and chart your course to Excellence.

Pathways to Excellence

Every organization can improve, and should continuously strive to increase efficiency, effectiveness, and to exceed expectations. In the highly competitive funding environment of the 21st century, the pursuit of excellence has become a matter of survival. The Community Action Partnership's Pathways to Excellence program offers a tiered approach that supports CAAs as they strive for excellence and undertake a team-based and very detailed self-assessment of their policies and practices and compares them to the thirty-five Standards, which emphasize the systemization of these best practices. It begins with comprehensive training for the agency's Excellence Team, so that they are fully prepared for the process of performing and writing the self-study. The peer review and feedback process helps the agency assess its unique starting point for improvement, and provides a road map for the journey to world-class excellence. Through participating in the Pathways to Excellence process, agencies help to identify, disseminate and implement the best practices that prepare the CAA network to face the future with confidence.

The Award for Excellence

When a CAA demonstrates and can document systematic excellence in each of the Standards, it is ready to apply for the Award for Excellence in Community Action. Agencies undertaking this process also conduct a self-study, which goes through a technical review by experts in Community Action excellence known as Pathways Peer Reviewers. If the review team and the Award Commission both deem that the CAA has met or exceeded minimum requirements for each Standard within the seven Categories of Excellence, an on-site peer review is conducted to assess and validate the self-study, and a report is made to the Excellence Commission, who have the responsibility and privilege of determining the Award. Though it is not required, agencies are strongly encouraged to go through one or more of the Pathways to Excellence tiers before applying for the Award.

What is the Excellence Commission?

The Commission consists of nine members, with balanced representation from the Partnership National Board, Certified Community Action Professionals, and system experts. The Commission's members are committed to quality and continuous improvement of operations and services of Community Action Agencies. The National Community Action Partnership Board Chair appoints the Commission members for three-year terms. The Commission is responsible for approving changes and updates to the Standards of Excellence, based on network feedback and national best practices in public administration and non-profit management. It oversees the administration and the integrity of the Award for Excellence, including the selection of Award reviewers, serves as a Panel of Judges, and recommends Award recipients.

Additional Information

You can find additional information on the Pathways to Excellence program including the detailed set of Standards, the Pathways to Excellence Enrollment Form, Organizational Profile, and other information at https://communityactionpartnership.com/pathways-to-excellence/

For additional information and questions, please contact the Organizational Capacity Building team:

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A Framework for Achieving Excellence in Community Action

The Community Action Standards of Excellence are distributed among seven Categories of Excellence creating a management framework:

Categories 1-3: These categories focus on Organizational Drivers that determine the purpose and direction of an organization.

Category 4: This category supports all others. It is the “Brain Center” of an organization, as it focuses on how data and information are aggregated, analyzed, distributed, and used to determines progress and inform all aspects of agency operations.

Categories 5-6: These categories focus on the efficiency and effectiveness of an organization’s People and Processes.

Category 7: This category focuses on the “Bottom Line”, how you use ROMA, and whether the organization is progressing toward its mission and achieving its intended outcomes and results.

CATEGORY 1
ORGANIZATIONAL LEADERSHIP
OVERVIEW

This category examines the CAA's leadership system, and how senior leaders guide the agency. It examines how your agency is governed, and how senior leaders support the achievement of the organization's mission, values, direction, and overall performance. It examines how your leadership system sustains the agency, promotes community advocacy, focuses on addressing poverty, and achieves low-income involvement.

LEADERSHIP

1.1 Leadership Focus

A highly visible, effective, and proactive leadership system is in place that clearly articulates the agency's mission, vision, values, and performance goals both within the agency and to external partners, stakeholders, and community constituents. Both Board and staff leadership are actively and continuously engaged in the agency's near- and long-term sustainability. This includes succession planning, ethics and overall agency progress and success in achieving its mission and goals, particularly in addressing the impacts of poverty on individuals and families as well as community-level/systemic drivers of inequity.

Both Board and staff leadership show commitment to diversity, equity and belonging at all levels of the organization and recognize this connection to overall organizational effectiveness. Through a formal, agency-wide performance management system and scorecard instrument or equivalent, senior staff and the Board systematically review agency performance in achieving agency goals, strategies, operational benchmarks, and CSBG Organizational Standards. They use this information to make improvements in agency programs and service delivery, agency systems, and community initiatives. Leadership structure and practices encourage integration of programs and services across the agency. *(Links to Standard 2.4, Standard 4.3, and Standard 7.1)*

1.2 Mission Statement, Code of Ethics, Community Action Promise

The CAA's Mission and strategic plan focuses on proactively addressing the causes, conditions and effects of poverty and has systematically reviewed and/or revised the agency mission over time.

The agency Board has formally adopted the: (1) Agency Mission/Vision, (2) Community Action Code of Ethics, and (3) Promise of Community Action. These are prominently displayed throughout the organization and are integral to the agency's message to the community and its day-to-day business operations.

The agency and Board are proactive in ensuring ethical behavior in all agency business practices, services, and transactions. These ethical standards are included in formal agency-wide training and new employee orientation. *(Links to Standard 1.1)*

1.3 Board Structure/Function

The Board membership is knowledgeable about and actively involved in reviewing agency progress, performance, and results. It meets all legal and regulatory membership requirements;

fills vacancies promptly and utilizes systems which ensure the engagement and empowerment of diverse persons and people with low incomes.

The Board systematically self-evaluates and optimizes Board performance as part of understanding its role; has a formal and effective committee structure that addresses executive, financial, and performance management functions; and utilizes its committee structure and by-laws to engage fully in all aspects of the organization's mission, strategic direction, and assessment of its success in combating causes and conditions of poverty and increasing social and economic mobility.

The agency systematically offers and evaluates Board member training on topics directly related to their duties, so that the Board can more knowledgeably and efficiently carry out their governance responsibilities. *(Links to Standard 4.3, Standard 1.5, and Standard 7.1)*

1.4 External Advisory Group Roles/Action

External advisory groups, task forces, or other community structures are formally adopted or designated by the Board to augment the "voice of community members with low-incomes" and diverse persons and serve to enhance communication and better inform the Board about low-income constituent issues and needs. These groups actively and systematically represent their constituencies through recommendations to the Board (Standard 1.5) on issues that directly impact new program initiatives, identifying agency advocacy issues, and/or the delivery of services, or organizational operations. *(Links to Standard 1.5)*

Note: *For those agencies operating Head Start, the CAA's Head Start Policy Council is legislatively required and thus does not qualify as an "external advisory group" for achieving this standard. For agencies not operating Head Start, the local Head Start Policy Council could serve to achieve this standard if fully engaged by the agency as described by the Standard.*

1.5 Maximum Feasible Low-Income Involvement

Over the past three years, the Board has formally adopted, acted upon, or supported issues specifically identified by or recommended by low-income representatives serving on the Board, or via the Community Needs Assessment (CNA), external advisory groups or other low-income community groups as designated by Board in Standard 1.4. *(Links to Standard 1.4)*

1.6 Community Advocacy

The agency demonstrates proactive advocacy activities and results by identifying and acting on unmet needs, structural inequities (including structural racism), gaps in services, lack of funding, or other barriers to those in need as defined or identified in Standard 1.5. The agency broadly disseminates the results of its community needs assessment to build awareness of poverty-related issues. The Board, executive director, and senior agency leadership demonstrate proactive advocacy by actively engaging legislative, regulatory, and/or community institutions and focusing on the needs and areas of concern of the low-income community. The agency documents, tracks, and reports (Standard 7.5) measurable impacts addressing the advocacy issues identified and targeted by Board action in Standard 1.5. *(Links to Standard 1.5 and Standard 7.5)*

PATHWAYS to EXCELLENCE

CATEGORY 2
STRATEGIC PLANNING AND DIRECTION OVERVIEW

This category examines how your agency sets strategic direction, develops action plans and strategies, updates these plans, and utilizes them as integrated living documents that guide the agency. It stresses customer input and emphasizes the need for specific implementation strategies and performance measures that are used by the staff and Board to track progress and success over time.

STRATEGIC PLANNING

2.1 Strategic Plan and Deployment

The agency Board has formally adopted and actively uses an agency-wide strategic plan. The plan serves as a framework for an agency-wide performance management system and scorecard instrument or equivalent to track the progress and overall success of all agency resources and services. It is systematically used throughout the agency as a guide to implementing and tracking goals and strategies. The plan incorporates the agency's mission/vision and articulates its focus on both poverty reduction and equity via family, agency and community goals that integrate a local/national theory of change. The plan includes specific strategies, outcome measures, and metrics that form the foundation of agency-wide performance management that drive all agency action. *(Links to Standard 7.1 and Standard 4.3)*

2.2 Plan Development/Updates

A systematic and structured process and pre-set timetable is in place to keep the strategic plan current and up to date and ensure community and customer/partner/stakeholder input in identifying critical needs. The Board is provided semi-annual updates on strategic plan outcomes and progress. As part of plan development/updates, the agency systematically assesses causes and conditions of poverty, constituent needs, and available resources to eliminate poverty using current published data and information, community surveys, and stakeholder input. The Strategic Plan is current and under its pre-set timetable, the agency systematically updates its plan to keep it relevant via community and customer input in identifying necessary changes and critical needs. *(Links to Standard 2.1 and Standard 2.4)*

2.3 Mobilizing New Resources/New Programs/New Partnerships

The agency diversifies its resource base by mobilizing substantial additional non-CSBG federal, state, private, local, and in-kind investment dollars for every CSBG dollar it receives to support stated strategic goals/strategies, and it regularly develops new or innovative programs, services, and partnerships in response to its community needs assessment and as identified in its strategic plan via a goal or specific strategy.

The agency uses its CSBG funding to leverage or mobilize additional investment to support stated strategic goals/strategies, and it regularly develops new or innovative programs, services, and partnerships that are equity-informed in response to its community needs assessment and as identified in its strategic plan via a goal or specific strategy. There is a specific strategic plan goal for resource development and metrics for developing and tracking new sources of funding over time. *(Links to Standard 4.3 and Standard 7.6)*

2.4 Strategic Measures of Success

The agency's strategic goals/strategies have specific performance measures and metrics that are systematically tracked over time by senior leadership and the Board to assess the agency's progress and success over time. An agency-wide scorecard instrument or equivalent is utilized by the staff and Board to track and report overall agency progress and success trends over time, including family, agency and community goals and outcomes, as well as the CSBG Organizational Standards. All agency projects (See definition under Standard 6.6) are linked to and support one or more of the agency's strategic goals/strategies, or one or more of the CSBG Organizational Standards. *(Links to Standard 4.3, Standard 5.2, Standard 6.6, and Standard 7.1)*

Community Action Award for Excellence Prior Award Winners

- United Planning Organization (Washington, DC)
- CAPSLO (San Luis Obispo, California)
- KCEOC (Barbourville, Kentucky)
- Eastern Idaho Community Action Partnership (Idaho Falls, ID)
- SEK-CAP (Girard, Kansas)
- Community Action Council (Lexington, Kentucky)
- SHARE (Greenville, South Carolina)
- LIFT Community Action Agency, Inc (Hugo, Oklahoma)
- Maui Economic Opportunity (Wailuku, Hawaii)
- Community Action Council of South Texas (Rio Grande City, Texas)
- Fayette County Community Action Agency (Uniontown, Pennsylvania)
- Community Action Partnership Riverside County (Riverside, California)

CATEGORY 3
CUSTOMER, CONSTITUENT, AND PARTNER FOCUS OVERVIEW

This category examines how your agency seeks to understand the voices of customers, constituents, and partners in the community. It stresses relationships as an integral part of an overall listening and learning strategy, and examines how your organization builds relationships with customers, partners, and other stakeholders.

CUSTOMER, CONSTITUENT, AND PARTNER FOCUS

3.1 Customer/Constituent/Community Knowledge

The agency formally identifies, designates, and targets its key external customers using four or more categories including: (1) People with Low Income (2) Partners/ Stakeholders, (3) Investor/Funding sources, and (4) Community. A formal, agency-wide policy is in place that systematically guides the collection, tracking and reporting of all external customer/stakeholder data and feedback. *(Links to Standard 3.2 and Standard 4.3)*

3.2 Customer/Constituent Feedback System

Under an agency-wide policy and process, the agency has adopted a customer satisfaction survey instrument (s) and systematically collects, disaggregates, assesses, and acts upon customer/constituent feedback from its targeted customers about the agency's programs and services. Customer satisfaction data is reported semi-annually to the Board. The agency systematically tracks and produces formal reports using trends and comparative customer/constituent feedback data that provide evidence of a high degree of satisfaction shown among customers with low income, community residents, and other stakeholders, including funding sources and customer groups designated in Standard 3.1. *(Links to Standard 3.1, Standard 4.3, and Standard 7.2)*

3.3 Internal Improvement

The agency has formally identified and designated its internal customers to include (at a minimum) Staff, Board members, and volunteers. The agency has adopted a formal policy and deploys a systematic methodology to solicit, track and report internal customer feedback about the efficiency and effectiveness of internal operations, procedures, and work environments as part of the agency performance management system. Staff are provided training to support an agency-wide commitment to customer satisfaction. *(Links to Standard 4.3, Standard 5.3, and Standard 7.3)*

3.4 Partnership System

The strategic plan includes a partnering goal with strategies and measures that are tracked over time as part of the agency's performance management system. An inventory of existing partnerships, the purpose of each, and proposed benefits to the agency is maintained for tracking, evaluating, and reporting each partnership's results or contributions. *(Links to Standard 2.1 and Standard 7.4)*

CATEGORY 4
MEASUREMENT, ANALYSIS, AND PERFORMANCE MANAGEMENT OVERVIEW

This category examines your agency's information and performance measurement systems and how you select, gather, and manage data, information, and knowledge assets. It examines how your agency uses data/information and technology to manage and improve performance, and aligns strategic and operational goals with day-to-day operations.

Measurement, Analysis, and Performance Management

4.1 Information System Technology

The agency has formally adopted a comprehensive, integrated, highly effective and highly secure management information system policy to collect, track, and report on all agency programs, services, and administrative processes. It responds quickly to external changes and needs of the agency, its staff, customers and stakeholders. It systematically assesses system security against unauthorized access, ransomware and other threats and has the ability to track and report program/services provided to each individual served by the agency. It has the ability to produce unduplicated counts of individuals served. *(Links to Standard 4.2 and Standard 4.3)*

4.2 Information and Knowledge Management

Under the formal agency MIS Policy, the agency's information management system ensures that staff have ready, reliable, accurate and secure information for decision making and for improving their effectiveness, including the ability to monitor progress and results of the organization's overall strategic and operational goals/strategy metrics as well as specific programs and services administered by the agency. Staff follow procedures to obtain and maintain current contact information for customers. *(Links to Standard 4.3)*

4.3 Performance Management Trends and Improvement Systems

A formal system integrating strategic, operational, financial, administrative, and other performance related data and results information is aggregated into a comprehensive agency-wide scorecard instrument or equivalent. The agency systematically manages and shares with the Board agency-wide performance and improvement data, multi-year trends and results to track and improve agency performance over time. The system serves five roles: (1) monitor and analyze administrative and program processes, including administrative and financial risk assessments; (2) track agency strategies and operational program performance measures; (3) ensure agency progress and improvement trends over time; (4) systematically track overall agency outcomes, results, and success trends over time, including aggregate and disaggregate (by race and gender) client outcomes; and (5) link financial and program data using both manual and automated methods in measuring agency progress, success and integrity. *(Links to Standards 7.1 - 7.7; Standards 1.1, 1.5; Standards 2.1, 2.4; Standards 3.1, 3.2, and 3.3; and Standards 6.1, 6.4)*

PATHWAYS to EXCELLENCE

CATEGORY 5
HUMAN RESOURCE FOCUS OVERVIEW

This category examines how your agency's staff learning and work systems enable all employees to develop and utilize their full potential and align with your organization's overall mission, strategies, and action plans. It also examines how your agency maintains a healthy and safe work environment and one supportive of personal/organizational growth.

HUMAN RESOURCES FOCUS

5.1 Policies, Procedures, and Personnel Systems

A Board adopted personnel policy/manual/handbook is in place and is reviewed annually by the Board and modified as needed. It supports the agency's mission, vision, and goals. All personnel procedures including staff recruitment/selection and employee records are mission-aligned, equity-informed, up-to-date, and compliant with employment-related federal and state laws. Agency salary levels, including documentation on area living-wage benchmarks, are analyzed and documented, and a plan is in place with provisions for career growth pathways to attaining a living wage over time for all employees.

5.2 Employee Performance Management

The agency annually conducts formal and systematic staff evaluations and includes provisions for staff response. Job descriptions are current and clearly linked to and support the agency's stated strategic goals, strategies, equity plan, and performance measures. Staff evaluation criteria are directly linked to the implementation and success of the agency's stated goals and strategies and two-way feedback about performance goals and employee progress is systematically applied. *(Links to Standard 2.4 and Standard 5.1)*

5.3 Employee Engagement /Participation/Well-Being

Employees at every level of the agency, as measured by internal staff surveys, express a strong sense of well-being and belonging, and are fully engaged and actively participate in the operations of the agency. Proper communication channels are in place to engage employees in the field, at the office workplace, or working remotely.

Staff has the equipment and supplies necessary to achieve excellence in their jobs, and the agency work environment is safe, secure, and supportive of employee well-being and belonging *(Links to Standard 3.3 and Standard 7.3)*

5.4 Staff Development and Learning System

The agency has formally adopted and systematically deploys an agency-wide staff skill and professional development policy or plan. It includes provisions for assessing employee needs for future training and evaluating the sufficiency of and improving offered training.

New and current staff orientations cover agency mission/vision and history, strategic plan goals, Promise of Community Action, agency ethics policy and concepts related to agency performance management including planning/accountability cycles (such as ROMA) and current agency performance scorecard instruments or their equivalent.

The agency offers full support to appropriate staff to acquire and maintain Certified Community Action Professionals (CCAP) certification and other pertinent, professional certifications. *(Links to Standard 7.3)*

5.5 Recruitment System of Staff with Low Incomes

The agency's HR Policy demonstrates proactive diversity recruitment and equitable hiring practices including incorporating specific procedures and methodologies for actively dispersing, promoting and embedding employment, hiring and career pathway opportunity information among low-income populations, partners, affinity groups and other targeted populations. *(Links to Standard 5.1)*

Malcolm Baldrige Core Values for Nonprofits

1. Systems Perspective
2. Visionary Leadership
3. Customer-Focused Excellence
4. Valuing People
5. Agility and Resilience
6. Organizational Learning
7. Focus on Success and Innovation
8. Management by Fact
9. Societal Contributions
10. Ethics and Transparency
11. Delivering Value and Results

CATEGORY 6
ORGANIZATIONAL PROCESS MANAGEMENT OVERVIEW

This category examines the efficiency and effectiveness of your agency's key administrative support and program/ service delivery processes. It evaluates your organization's management of them in relation to achievement of overall agency results and success.

ORGANZATIONAL PROCESS MANAGEMENT

6.1 Financial Systems

A Board adopted Financial Management Policy/Manual is in place and is reviewed annually by the Board and modified as needed. It is systematically deployed and integrated across all programs and services and includes provisions for an annual financial and administrative risk assessment, analysis, and report to the Board on overall agency integrity. The Board is provided systematic training on their roles and responsibilities related to financial oversight, including the interpretation of financial reports and the agency audit. An annual, agency-wide budget is adopted by the Board and is systematically reviewed during the year.

The financial management system is integrated into the agency's performance management system to effectively track and report all budget related management. The financial system is user-driven, integrated with program data, and provides quick and easy access to financial information to all levels of the agency. It is utilized in conjunction with program data as an effective tool for tracking performance and agency-wide improvement efforts. *(Links to Standard 1.3, Standard 4.3 and Standard 7.6)*

6.2 Infrastructure & Emergency Preparedness

A formal Infrastructure/Emergency Preparedness System with agency-wide disaster/emergency action procedures is adopted by the Board. The policy clearly delineates an emergency procedures and disaster plan that is communicated to all staff. It supports a safe, clean/sanitary, and effective workplace with regular systematic inspections/maintenance and upkeep services that follow a periodic, pre-set schedule.

6.3 Purchasing/Procurement

A formal, written procurement system including provisions for property/ equipment disposal and meeting all appropriate legal and contractual requirements is in place. It uses technology effectively and incorporates a current and regularly updated list of goods and services suppliers and specifies solicitation of bids from minority and disadvantaged business owners.

6.4 Communications/Public Relations

The agency has formally adopted an agency-wide communication plan or policy deploying multiple methods such as periodic press releases, newsletters, media events, reports, social media, and other means of conveying positive agency news about its programs, activities, and overall success. The agency displays the Community Action logo in its communications and brands itself as a Community Action Agency. The agency systematically collects, tracks and reports data measuring the effectiveness of the plan's impact including awareness levels and the public perception of the agency and its services. *(Links to Standard 4.3 and Standard 7.1)*

6.5 Integrated Service Delivery System

The agency deploys an integrated service delivery system that effectively and efficiently integrates five elements (Intake, Eligibility, Assessment, Case Management, and Follow-Up) or equivalent components across all programs and services. The agency's unified service delivery system uses a core set of common data elements, is formally designated for use across all programs and services and uses automated, manual or combined methods to ensure that customers are well-served, have expectations met, and end results support overall agency success and outcomes.

6.6 Project Management

A formal, agency-wide project management policy and process is in place incorporating eight core elements. Under the policy, the agency systematically manages all projects and initiatives in a coherent manner to ensure close integration/linkage with agency goals/strategies and program specific activities. The policy addresses the following eight core elements:

1. Project performance is systematically managed to meet/exceed project goals and objectives.
2. All projects include measurable (ROMA) projected outcomes and objectives linked to broader agency strategies.
3. Project staff regularly reviews and improves projects based on customer feedback.
4. Project implementation/progress is systematically assessed, tracked, and reported to agency leadership.
5. Project budgets are systematically monitored and not exceeded.
6. Project staff attends appropriate and necessary training.
7. Project related facilities meet or exceed ADA and building codes.
8. A final status report is produced assessing a project's success and contribution to overall agency goals/strategies.

(Links to Standard 2.4)

CATEGORY 7
ORGANIZATIONAL RESULTS
OVERVIEW

This category examines your agency's performance trends, results, and improvements over time in critical areas. In addition, the agency's implementation of ROMA and its integration into everyday operations is stressed. Categories 1-6 focus on an agency's systems and processes. Category 7 focuses on the agency's bottom line outcomes and results as displayed in trended data charts, visual graphs, or specific listings.

ORGANIZATIONAL RESULTS

7.1 Overall Agency Outcomes

Through an agency-wide scorecard instrument or equivalent and performance management system, the agency documents overall agency success demonstrating strategic and operational results and outcome trends that are tracked and reported systematically over time. Multi-year outcomes are reported to the Board and community using trended data and metrics documenting the agency's overall success in addressing poverty by moving individuals and families toward achieving self-sufficiency. Overall agency results and outcome trends are clearly linked to the agency's mission/vision and goals, are connected with the three national ROMA goals and utilized as part of the organization's marketing strategies to communicate agency success. *(Links to Standard 1.1; Standard 2.4; Standard 4.3; and Standard 6.4)*

7.2 External Customer Results

The agency systematically collects, tracks, and reports trended data over time that demonstrates high feedback/satisfaction results information from external customer groups in four categories: (1) people with low-income, (2) partners/stakeholders, (3) funders/investors, and (4) community stakeholders or other customer segments defined by the agency in Standard 3.1. The agency tracks and reports trended feedback and satisfaction results over time to the Board and uses this information as part of its performance management and improvement strategies to improve or modify its operations to better meet customer expectations and achieve overall agency successes and outcomes. *(Links to Standard 3.1; Standard 3.2; and Standard 4.3)*

7.3 Internal Customer/Human Resource Results

The agency systematically collects, tracks, and reports internal customer (Standard 3.3) satisfaction/well-being and belonging data over time to the Board. Additionally, other trended data (disaggregated by race and gender) on staff, Board and volunteer feedback, staff turnover, exit/grievance data, and skill development/learning is collected and reported. Using internal customer feedback and analysis, the agency uses this information as part of its performance management and improvement strategies to improve or modify its internal administrative, operations, and work processes. *(Links to Standard 3.3; Standard 4.3; and Standard 5.4)*

7.4 Partner/Stakeholder Results

The agency systematically assesses, tracks, and reports current partnerships' impact/benefits over time. It identifies opportunities to expand local relationships that support the organization's strategic and operational goals. The agency annually collects, analyzes, tracks, and reports tangible results of partnerships and uses them to improve current relationships or establish new ones. *(Links to Standard 1.5, Standard 3.4, and Standard 4.3)*

7.5 Advocacy Results

The agency collects and reports data over time that demonstrates proactive advocacy activity and results by staff and Board members. It documents progress and success of its community advocacy efforts, including results and outcomes related to advocacy issues identified in Standard 1.5 and its community needs assessment. *(Links to Standard 1.6)*

7.6 Financial Accountability and Health

As part of an agency scorecard instrument or equivalent and performance management system, the agency documents and reports its overall financial health to the Board using multi-year data trends/metrics such as resource growth/reserve ratios, cost efficiencies ratios, sound audits, budget management and exemplary risk assessment results. The agency documents its good standing with current funding sources and required accreditation entities and demonstrates high integrity in its annual financial and operational risk assessment reports to the Board. Financial data trends show improvement over time with the past three annual audits showing no unresolved questioned costs or material findings. Recent external evaluations are evidence of agency's improvement strategies. *(Links to Standard 4.3 and Standard 6.1)*

7.7 Definitive or Noteworthy Community Recognition and Innovation

The agency demonstrates a consistent record of innovation, and tracks/reports to the Board its national, state and community recognition for its achievements and commitment to its mission, vision, and operations. *(Link to 4.3 Performance Management and Improvement Systems)*

Conducting the Comprehensive Self-Study

A basic tenet of quality is that you cannot improve what you do not first measure. The whole concept of the Pathways to Excellence program and the agency wide self-study is that it offers a comprehensive and systematic framework and methodology for addressing improvement. You have to assess, measure (benchmark), and document where you are as an organization, before you can set your next course of action—your pathway to excellence. Any worthwhile approach to quality and improvement first begins with some type of organizational self-study or analysis. The Pathways assessment methodology, peer review, and feedback report are powerful tools that allow you to measure how you are doing compared to the above 35 best-in-class CAA practices or standards. Using a 107-question self-study questionnaire and third-party peer expert review process, the Pathways self-study and feedback report fulfills the obligatory need to answer three questions:

1. **Where are we now as an organization—compared/ benchmarked to a set of high CAA standards?**
2. **What direction/priorities do we set as an organization—on our unique pathway to excellence?**
3. **How do we get there and on what timetable?**

Using the 10-Step Agency Wide Self-Study Process

Although it is a highly flexible process, below are 10 steps that an organization may follow to complete the Pathways self-study:

1. **Establish/engage a leadership team**
2. **Charter the leadership team**
3. **Conduct an overview/orientation for the agency**
4. **Adopt a communication plan**
5. **Ground the team: complete the Organizational Profile first**
6. **Begin the self-study process/start gathering response data**
7. **Draft initial category responses**
8. **Conduct independent reviews/solicit comments on clarity**
9. **Reach final team consensus**
10. **Compile/review/edit final 55-page report**

Community Action Partnership
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@CAPartnership

RESOLUTION # 2022-05

A Resolution of the Board of Directors
of the Community Action Partnership of Kern
Approving to *Pursue Community Action Excellence as part of the*
The National Community Action Partnership's
Pathways To Excellence Program

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on February 23, 2022, 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 CAPK Board of Directors supports all efforts to improve the overall quality of this agency and the services it provides to the residents of Kern County; and

WHEREAS, the Board is committed to providing every possible resource to making a premier, high performing and continuously improving Agency that strives for excellence in all activities; and

WHEREAS, the Community Action Partnership's Standards of Excellence and Pathways to Excellence initiative provides benchmarks of Community Action excellence and a proven methodology to assess this agency's systems, processes, and overall quality; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors does hereby commit that this agency will seek out and pursue excellence in Community Action processes and practices, including by engaging in the Community Action Partnership's Pathways to Excellence initiative and directs the staff to engage in and complete required activities with diligence.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 23rd day of February 2022.

Curtis E. Floyd, Chair CAPK Board of Directors	Date

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Date: February 23, 2022

Subject: *Agenda Item V(d)*: Approval for the National Community Action Partnership (NCAP) and Association for State and Territorial Heal Organizations (ASTHO) – Vaccine Equity Project Contract for Services– Pritika Ram, Director of Administration – **Action Item**

Community Action Partnership of Kern (CAPK) is participating in a pilot program centered around vaccination disparities efforts, specifically in Kern County. This pilot is held in partnership with the Association for State and Territorial Heal Organizations (ASTHO), Gramercy Research, and the National Community Action Partnership (NCAP). This is a follow up item from the February 9, 2022, PRE-Committee meeting funding profile report for NCAP's Place-based Approach to Vaccination.

This project is designed to help communities reduce racial and ethnic disparities with respect to vaccination rates, knowledge, and trust to improve health equity and reduce vaccine-preventable diseases among adults. NCAP will provide intensive support through a Learning Community Group cohort of 6 place-based teams consisting of CAAs, community members with lived poverty experience, and local partners. Under this pilot initiative, CAPK will commit to working with trusted partners in the community through a sub-contract for services and provider networks that are currently part of the vaccine efforts. Strategies will be developed to address disparities among communities of color, sub-populations that are vaccine hesitant or have a low adoption rate, and individuals with partial vaccination (i.e., one-dose), for example. The lead contractor for this project is ASTHO and the funding amount is approximately $425,000.00. The contract will end by July 31, 2022, however, there is an option to carry-over funds and extend the contract through June 30,2023.

Recommendation:
Staff recommends the Board of Directors authorize the Chief Executive Officer to execute contract for services with the Association for State and Territorial Heal Organizations (ASTHO) as part of the Vaccine Equity Project.

Attachments
Informational Packet
Vaccine Equity Project – Services Contract (draft)
ASTHO Contract

PARTNERING FOR VACCINE EQUITY

WELCOME

TO THE VACCINE EQUITY PROJECT

OVERVIEW OF THE PROJECT

Our goals:

1. **Build the evidence base** of effective interventions to improve vaccination coverage.
2. **Identify and implement strategies** to reduce racial and/or ethnic disparities in adult vaccination coverage.

PILOT SITE NETWORK

This project aims to advance equitable approaches to adult immunization through support for the following:

Identifying Promising Interventions	**Funding, Implementing, and Evaluating Projects at Pilot Sites**	**Codifying and Disseminating Evidence-Informed, Actionable Materials**

EMBARKING TOGETHER...

Community Action Program for Central Arkansas

WHITE COUNTY, AR

Community Action Program for Central Arkansas serves eight (8) predominantly rural counties in Central Arkansas. Programs offered include Energy Assistance, Weatherization, Head Start and Early Head Start, Migrant and Seasonal Head Start, The Emergency Food Assistance Program (TEFAP), Homeless Prevention, Emergency Shelter (Motel Vouchers), Rapid Rehousing, and Food and Nutrition Services.

Pickens Community Action

PICKENS COUNTY, AL

Pickens County Community Action is a private nonprofit Community Action Agency established in 1965 to partner with people with low-income in their effort to achieve economic stability and to advocate for social and economic advancement. Current programs include Head Start, Energy Assistance – LIHEAP, Senior Nutrition, and Health and Wellness Services.

Enrichment Services Program, Inc.

TROUP AND STEWART COUNTIES, GA + RUSSELL COUNTY, AL

Enrichment Services Program Inc. is a Community Action Agency serving nine counties in the Chattahoochee Valley region in western Georgia and eastern Alabama. Enrichment Services Program Inc.'s services encompass Head Start and Early Head Start, Employment Training Services, Energy Assistance - LIHEAP, and Food and Nutrition Services.

Community Action Partnership of Kern

KERN COUNTY, CA

Community Action Partnership of Kern County (CAPK) offers programs and services through three main divisions- Economic Empowerment, Head Start and Housing. CAPK works in close collaboration with community partners to develop programs and services that meet the needs identified through community needs assessment and has a strong history of successfully launching programs, services, and collaborations that improve and streamline the delivery of services to low-income individuals.

Honolulu Community Action

HONOLULU COUNTY, HI

Honolulu Community Action Partnership is a private nonprofit Community Action Agency established in 1965 to serve the island of Oahu. Current programs include Head Start, VITA Income Tax Services, Energy Assistance – LIEAP, Homeless Prevention and Transitional Housing, Weatherization, and Employment Training.

Palmetto Community Action

BERKELEY COUNTY, SC

Since 1968, Palmetto Community Action Partnership has been providing various services in South Carolina to enhance the quality of life for participants and communities. Palmetto CAP operates in 3 counties and assists families with asset building resources, housing assistance, financial education, and employment and educational coaching.

YOUR PARTNERS

THE ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)

ASTHO is the national nonprofit organization representing public health agencies in the United States, the U.S. Territories, and the District of Columbia, and over 100,000 public health professionals these agencies employ.

GEETIKA NADKARNI | DIRECTOR, CHRONIC INFECTIOUS DISEASE

KATE HEYER | SENIOR DIRECTOR, INFECTIOUS DISEASE INFRASTRUCTURE & POLICY

SHALINI NAIR | ANALYST, INFECTIOUS DISEASE

MELISSA LEWIS | SENIOR DIRECTOR, HEALTH EQUITY AND DIVERSITY INITIATIVES

DR. KIMBERLEE WYCHE ETHERIDGE | SENIOR VICE PRESIDENT, HEALTH EQUITY AND DIVERSITY INITIATIVES

KIMBERLY MARTIN | DIRECTOR, IMMUNIZATION

ERICKA MCGOWAN | SENIOR DIRECTOR, EMERGING INFECTIOUS DISEASE

THE NATIONAL COMMUNITY ACTION PARTNERSHIP (NCAP)

Community Action Partnership is a national, 501(c)3 nonprofit membership organization that provides technical assistance, training, and other resources to Community Action Agencies, nonprofit and public groups funded by the Community Services Block Grant (CSBG), a federal program that allocates funding to states to connect Americans to greater opportunity.

DENISE HARLOW | CEO

LILLIE SEELS | DIRECTOR, PRACTICE TRANSFORMATION

TIFFNEY MARLEY | SENIOR VICE PRESIDENT, PRACTICE TRANSFORMATION

TIFFANY DAY | DIRECTOR, WHOLE FAMILY INNOVATIONS

MARIBETH SCHNEBER-RHEMREV | DIRECTOR, ORGANIZATIONAL CAPACITY BUILDING

AARON WICKS | VICE PRESIDENT, ORGANIZATIONAL CAPACITY BUILDING

LANA SHOPE | CO-PROJECT DIRECTOR, CARES ACT SUPPLEMENTAL

GRAMERCY RESEARCH GROUP

Gramercy Research Group, LLC provides planning, implementation and evaluation, dissemination, and team management and training services in support of sustainable strategies that promote and improve the health and well-being of the public.

DR. MELICIA C. WHITT-GLOVER | PRESIDENT AND CEO

TIFFANY WILLIAMS | PROJECT MANAGER

PROJECT ADVISORY COMMITTEE

NATIONAL ASSOCIATION OF STATE OFFICES OF MINORITY HEALTH (NASOMH)

NASOMH is a national leader, partner and advocate for policies, programs, and services that improve the health and well-being of racial/ethnic minorities, tribal nations and underserved populations.

NATIONAL ASSOCIATION OF COMMUNITY HEALTH WORKERS (NACHW)

NACHW is a 501(c)(3) nonprofit membership-driven organization with a mission to unify CHWs across geography, ethnicity, sector and experience to support communities to achieve health, equity and social justice.

PACIFIC ISLAND HEALTH OFFICERS' ASSOCIATION (PIHOA)

PIHOA’s mission is to improve the health and well being of the USAPI by providing, through consensus, a unified credible voice on health issues of regional significance.

NATIONAL MEDICAL ASSOCIATION (NMA)

The National Medical Association (NMA) is the collective voice of African American physicians and the leading force for parity and justice in medicine and the elimination of disparities in health.

NATIONAL HISPANIC MEDICAL ASSOCIATION (NHMA)

NHMA's mission is to empower Hispanic physicians to lead efforts to improve the health of Hispanic and other underserved populations in collaboration with Hispanic state medical societies, residents, medical students, and other public and private sector partners.

FAITH4VACCINES

Faiths4Vaccines is an inclusive, multifaith movement comprised of local and national religious leaders, as well as medical professionals, who are working together to identify and resolve current gaps in vaccine mobilization, outreach, and uptake.

ASSOCIATION OF AMERICAN INDIAN PHYSICIANS (AAIP)

AAIP's mission is to pursue excellence in Native American health care by promoting education in the medical disciplines, honoring traditional healing principles and restoring the balance of mind, body, and spirit.

NATIONAL ASSOCIATION OF EMERGENCY MEDICAL TECHNICIANS (NAEMT)

The mission of the National Association of Emergency Medical Technicians (NAEMT) is to represent and serve the EMS profession through advocacy, education, and research.

CENTER FOR HEALTHY AGING AT THE NEW YORK ACADEMY OF MEDICINE

The Center for Healthy Aging (CHA) works to improve the health and well-being of aging populations. With equal concern for both today’s older adults as well as tomorrow’s, the Center works to make both immediate and long-term systemic changes to ensure equity and a healthy life for generations to come.

EXPECTATIONS OF THE PROJECT

Training and Technical Assistance

Community Action Team formation

Strategy selection and action plan development

Technical assistance webinars

Site visits

CDC's Vaccine Resource Hub

Learning Community Group (LCG)

Purpose: Identify barriers and solutions, facilitate peer support, collect data and provide feedback

When: 4th Tuesday of every month

2:00pm ET / 1:00pm CT / 12:00pm MT / 11:00am PT / 9:00am HAST

January 25th - Kickoff

February 22nd

March 22nd

April 26th

May 24th

Project Evaluation and Lessons Learned

Ongoing progress monitoring and reporting

Outcomes from your experiences will be used to inform the development of provider and community toolkits to increase uptake of adult immunizations

All-partner convening

ASTHO, NCAP, Gramercy, and our project Advisory Committee members will be with you every step of the way to help ensure your project's success.

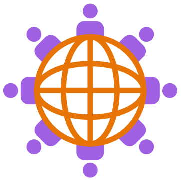
NEXT STEPS...

Contracting with ASTHO

CDC Reporting Requirements

RESOURCES

APPLYING THE RE-AIM FRAMEWORK



BUILDING COMMUNITY ACTION TEAMS: A FRAMEWORK FOR IMPROVING INFLUENZA IMMUNIZATION UPTAKE

ADVANCING HEALTH EQUITY THROUGH IMMUNIZATION

IMPROVING INFLUENZA IMMUNIZATION UPTAKE THROUGH COMMUNITY PARTNERSHIPS

VACCINATION POLICY TOOLKIT

PREPARATION WORKSHEET

WHY DID YOUR AGENCY WANT TO BE A PART OF THE VACCINE EQUITY PROJECT? WHAT ASPECT OF THE PROJECT ARE YOU MOST LOOKING FORWARD TO?

WHAT DOES SUCCESS LOOK LIKE FOR THIS EFFORT?

WHAT DO YOU HOPE TO ACHIEVE AS A PART OF THIS PROJECT?

WHAT ASSETS (INTERNAL/EXTERNAL) DOES YOUR ORGANIZATION HAVE THAT WILL HELP YOU ACHIEVE YOUR PROJECT GOALS?

WHAT BARRIERS (INTERNAL/EXTERNAL) DO YOU ANTICIPATE YOUR TEAM FACING AS YOU ENGAGE IN THIS WORK?

Project Code: FE-3400-01-00
Form Completed (or updated) on: 2/14/2022
Staff Responsible for Supervising Contract: Geetika Nadkarni, Director, Infectious Disease

SCOPE OF WORK

A. General Description of Engagement

The goal of this project is to reduce racial and ethnic disparities with respect to vaccination rates, knowledge, and trust to improve health equity and reduce vaccine-preventable diseases among adults. ASTHO will partner with six community action agencies, partners and stakeholders to increase adult immunization uptake in racial and ethnic minority socially vulnerable populations. This will be accomplished by identifying and piloting promising practices that focus on interventions in clinical settings, personal relationships with healthcare providers, social service professionals, and faith leaders, and attitudes and experiences of the public and clinicians.

B. ASTHO will work with TBD community agencies to eliminate disparities in vaccination rates for racial and ethnic minorities and to improve COVID-19 vaccine uptake in socially vulnerable populations. Efforts will focus on low-income communities with a specific focus on racial and ethnic minority communities living within six geographic areas where a preponderance of disparities exists. The TBD subrecipient will work in coordination with a place-based contractor - the National Community Action Partnership (NCAP), to understand and address the concerns and drivers influencing vaccine hesitancy among their communities. With the amount awarded, each community action agency will select strategies and create a community-driven action plan, implement interventions using a community action team model, participate in regular convenings and peer to peer sharing sessions, and work with ASTHO and Gramercy Research to document and share successes, challenges, and lessons learned.

C. Textual Description of Key Tasks

The TBD community agency will work with ASTHO, CDC, NCAP, and all other designated partners to address racial and ethnic immunization disparities through:

1. **Project Preparation and Kickoff**

    a. Attend Kick Off Meeting with NCAP and other project partners.
    b. Review ASTHO Terms and Conditions, return signed contract to ASTHO.
    c. Designate or hire staff to support Vaccine Equity project as needed.
    d. Identify and contract with any subcontractors.

2. **Assemble a community action team.**

    a. Work with NCAP to seat members of the Local CAT Team/Coalition, inclusive of local resident voice. Approve and sign MOU with NCAP.
    b. Collaborate with NCAP on agenda development and tools for local coalition discussion, problem definition, community engagement, etc.

c. Facilitate coalition meeting(s) and collect data (coalition meeting discussion, surveys, community forums, or other data collection process) to identify challenges/barriers. Strengths and assets of local communities to address vaccine disparities will be identified.

3. **Select from a list of six evidence-based strategies for increasing vaccine uptake recommended by ASTHO's project Advisory Committee.** Facilitate coalition meeting to identify top evidence based/evidence-informed strategies to deploy based on time, resources, and potential for success. Partners, if needed, will be identified, and project plans will be made, and services arranged.

4. **Submit a comprehensive community-driven action plan for project implementation.**

5. **Implement selected strategies for increasing vaccine uptake among racial and ethnic minorities at the community site, including communication around programs/outreach.**

6. **Participate in ongoing project monitoring and evaluation**

   a. Participate in quarterly check-ins with NCAP to support Action Plan Deployment and receive technical assistance as needed.
   b. Engage with ASTHO and NCAP during in person or virtual site visits to monitor project progress.
   c. Implement communication strategies to promote outreach/events.
   d. Work with ASTHO's evaluation consultant to monitor and evaluate progress and outcomes at project site.
   e. Complete CDC monthly progress reports.

7. **Engage with the Learning Community for assistance with project implementation.** Sessions will enable sharing of resources, identifying barriers and solutions; access peer support; and receive feedback on strategy implementation.

   a. Participate in Learning Community session - February 2022
   b. Participate in Learning Community session – March 2022
   c. Participate in Learning Community session – April 2022
   d. Participate in Learning Community session – May 2022
   e. Participate in Year 1 Culminating Partners Meeting(s) - may be both virtual and in-person.

8. **Provide monthly invoices to ASTHO**

D. Summary Table of Tasks, Deliverables, and Due Dates

TASK	DELIVERABLE	DUE DATE	PRICE

1	**Project Preparation and Kickoff**	**2/28/2022**	**$220,000**
1a	Attend Kick Off Meeting with NCAP and other project partners.	1/31/2022	$10,000
1b	Review ASTHO Terms and Conditions, return signed contract to ASTHO	2/28/2022	$10,000
1c	Designate or hire staff to support Vaccine Equity Project	2/28/2022	$100,000
1d	Identify and contract with any subcontractors	2/28/2022	$100,000
2	**Assemble a community action team.**	**3/31/2022**	**$50,000**
2a	Sign MOU with NCAP	3/31/2022	$10,000
2b	Plan and facilitate first coalition meeting	3/31/2022	$30,000
2c	Collect information on challenges and barriers to vaccine equity	3/31/2022	$10,000
3	**Select from a list of six evidence-based strategies for increasing vaccine uptake recommended by ASTHO's project Advisory Committee.**	**4/30/2022**	**$20,000**
4	**Submit a comprehensive community-driven action plan for project implementation.**	**4/30/2022**	**$30,000**
5	**Implement selected strategies for increasing vaccine acceptance and uptake, including communication strategies.**	**4/30/2022**	**$65,000**
6	**Participate in ongoing project monitoring and evaluation**	**7/30/2022**	**$10,000**
6a	Participate in regular check-ins with NCAP and ASTHO	Ongoing	NA
6b	Participate in-person site visit	6/30/2022	$10,000
6c	Conduct communication strategies for programs/outreach	7/30/2022	NA
6d	Participate in monitoring and evaluation with ASTHO and Gramercy Research	Ongoing	NA
6e	Complete CDC monthly progress reports	Ongoing	NA
7	**Engage with the Learning Communities for assistance with project implementation.**	**7/30/2022**	**$30,000**
7a	Participate in Learning Community Session – February 2022	2/28/2022	$5,000
7b	Participate in Learning Community Session – March 2022	3/31/2022	$5,000
7c	Participate in Learning Community Session – April 2022	4/30/2022	$5,000
7d	Participate in Learning Community Session – May 2022	5/31/2022	$5,000
7e	Participate in Year 1 Culminating Partners Meeting.	7/30/2022	$10,000
8	**Submit monthly invoices to ASTHO**	**Ongoing**	**NA**

E. Compensation and Reporting Requirements

In Year 1, the contractor shall be compensated by payment of $425,000, on a fixed price per deliverable basis, according to the above pricing schedule.

Reporting Requirements:

The contractor will report on progress through regular check-in calls, monthly progress reports and any performance measures required by CDC.

F. Key Personnel

Finance lead:
Name:
Organization:
Address:
Phone:
Email:

Program lead:
Name:
Organization:
Address:
Phone:
Email:

National Headquarters
2231 Crystal Drive, Suite 450
Arlington, VA 22202
(202) 371-9090

Regional Office
600 Peachtree Street NE, Suite 1000
Atlanta, GA 30308
(202) 371-9090

www.astho.org
@ASTHO

GENERAL TERMS AND CONDITIONS

1. Definitions
A. *Agreement* shall mean the Master Agreement entered into between Contractor and ASTHO, including the Scope of Work, these General Terms and Conditions, and any other Addendums, attachments, and exhibits.

B. *Services* shall mean those services Contractor is to provide pursuant to the Agreement, including any Scope of Work.

C. *Work* shall mean all work, deliverables, documents, data, goods, and other materials produced, developed, collected, or authored by Contractor pursuant to the Agreement.

D. *Concerned Funding Agency* means the U.S. Department of Health and Human Services or any other governmental entity providing funding, in whole or in part, related to the Agreement.

2. Relationship
The Contractor is an independent contractor, and the relationship between ASTHO and the Contractor shall be solely contractual and not in the nature of a partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

3. Ownership Rights
The services provided by the Contractor pursuant to the Agreement shall be "work for hire" and therefore all Work shall be sole and exclusive property of ASTHO. To the extent that the Services, or any part of them, may not constitute work for hire under the law, Contractor hereby transfers to ASTHO all right, title, and interest in and to the Work.

Notwithstanding the foregoing, should the Work incorporate pre-existing materials owned by Contractor, Contractor shall retain all ownership rights to those materials, and ASTHO shall have a perpetual, irrevocable, royalty-free license to utilize the pre-existing materials as incorporated in the Work.

Without limiting the foregoing, ASTHO shall have access to the Work at any time during the term of the Agreement.

4. Warranties and Representations
The Contractor warrants and represents that: (a) the Services shall conform to the Scope of Work in all respects; (b) the Work shall be original to the Contractor and shall not infringe the copyright or other rights of any party; (c) the Contractor possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (d) the Services shall be performed, and the Work produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness; and (e) the Contractor has no interest, relationship, or bias that could present a financial, philosophical, business, or other conflict with the performance of the Work or create a perception of a conflict or a lack of independence or objectivity in performing the Work.

5. Time of the Essence
Time is of the essence in respect of the Services to be performed and Work to be produced by the Contractor.

6. Compliance with the Law
The Contractor shall at all times act in accordance with all applicable governmental laws and regulations.

7. Key Personnel

Any personnel identified in the Scope of Work as individuals who will be performing the Services or producing the Work may not be changed without the written approval of ASTHO.

8. Publicity and Media
The Contractor shall not make any public statements or communications relating to the existence or performance of the Agreement, including the Services and the Work, or conduct any interviews or respond to any inquiries, concerning the same, without the express written consent of ASTHO. All media inquiries shall be directed to ASTHO Public Relations Office at pr@astho.org.

When issuing statements, press releases, publications, requests for proposals, bid solicitations and other documents, such as toolkits, resource guides, websites, and presentations, Contractor must include the following acknowledgment of support and disclaimer:

Conference/Meeting/Seminar Materials Disclaimer: If a conference/meeting/seminar is funded under this Agreement, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by Grant Number ___________, CFDA ______, from the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Audio Visual Production Disclaimer: Audiovisual" means any product containing visual imagery, sound, or both, such as motion pictures, films, videotapes, podcasts, live or recorded radio or television programs or public service announcements, slide shows, filmstrips, audio recordings, multimedia presentations, or exhibits where visual imagery, sound, or both are an integral part. "Production" refers to the steps and techniques used to create a finished audiovisual product, including, but not limited to, design, layout, scriptwriting, filming or taping, fabrication, sound recording, and editing.

If an audio-visual production is funded under this Agreement, the Contractor must include the following statement:

The production of this [type of audiovisual (motion picture, television program, etc.)] *was supported by Grant Number ___________________, CFDA ______, from the US Department of Health and Human Services/Centers for Disease Control and Prevention]. Its contents are solely the responsibility of [Contractor/Contractor Agency name] and do not necessarily represent the official views of the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention.*

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the Contractor without the express, written consent of ASTHO and the Concerned Funding Agency. ASTHO Public Relations Office can assist with facilitating such a request. It is the responsibility of the Contractor to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the ASTHO and Government logos. In all cases for utilization of Government and ASTHO logos, the Contractor must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the Contractor without a license agreement setting forth the terms and conditions of use.

9. Assignment and Subcontracting

The Contractor shall not assign or subcontract any portion of the Agreement, or its obligations or rights thereunder, without the prior written consent of ASTHO. Any attempted assignment or subcontracting in violation of this provision shall be void.

10. Review and Coordination
To ensure adequate review and evaluation of the Services and Work, and proper coordination among interested parties, ASTHO shall be kept fully informed concerning the progress of the Work and Services to be performed hereunder, and, further, ASTHO may require the Contractor to meet with designated officials of ASTHO from time to time to review the same.

11. Inspection of Work
The Contractor shall comply with any request to make the Work available, in its then current status, to authorized representatives of ASTHO and/or of any Concerned Funding Agency for inspection and review in order to assess compliance with, and progress toward completion of, the Agreement. The Contractor shall fully cooperate in any such inspection and review.

12. Confidential Information
Any information regarding ASTHO that is not generally publicly known or available, whether or not such information would constitute a trade secret under statutory or common law, that is disclosed to or discovered by the Contractor during the course of the Agreement (hereinafter, "Confidential Information") shall be considered confidential and proprietary to ASTHO, and the Contractor shall maintain all Confidential Information in confidence; shall employ reasonable efforts to ensure the security of the Confidential Information; and shall not disclose the Confidential Information to any third party or use the Confidential Information except as necessary to perform the Services or produce the Work.

Should the Contractor receive a subpoena directing disclosure of any Confidential Information, the Contractor shall immediately inform ASTHO and cooperate fully with ASTHO in responding to the subpoena.

13. Financial Record Keeping and Inspection
The Contractor warrants that it shall, during the term of the Agreement and for a period of three (3) years following the date of submission of the final expenditure report, maintain accurate and complete financial records, including accounts, books, and other records related to charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles and practices, consistently applied. ASTHO, directly or through its authorized agents, auditors or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from time to time, upon at least ten (10) days' notice, to audit, inspect, and copy the Contractor's records. The Contractor shall fully cooperate, including by making available such of its personnel, records, and facilities as are reasonably requested by ASTHO or the Concerned Funding Agency. This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Contractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

The Contractor further acknowledges and agrees that in the event the Contractor has expenditures of $750,000 or more in total federal awards, including this Agreement, Contractor shall be subject to audit by the federal government as provided for under OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Omni Circular). Contractor further agrees to cooperate and to promptly furnish any requested information in the course of any audit of ASTHO by the federal government under the Omni Circular.

14. Remedies
The Contractor acknowledges that monetary damages alone will not adequately compensate ASTHO in the event of a breach by the Contractor of the restrictions imposed and set forth in Sections paragraph 12 and 13, and therefore the Contractor hereby agrees that in addition to all remedies available to ASTHO at law or in equity, including, any applicable State trade secrets law, ASTHO shall be entitled to interim restraints and permanent injunctive relief for enforcement thereof, and to an accounting and payment of all receipts realized by the Contractor as a result of such breach.

15. Allowable Costs
Allowable costs shall be determined in accordance with the Omni Circular as well as by the terms of the agreement between ASTHO and the Concerned Funding Agency, and any rules of, or guidelines issued by, the Concerned Funding Agency. The Contractor is responsible for reimbursing ASTHO in a timely and prompt manner for any payment made under this subcontract, which is subsequently determined to be unallowable by ASTHO, the Concerned Funding Agency, or other appropriate Federal or State officials.

16. Concerned Funding Agency
The Contractor shall comply with all rules, regulations, policies, and requirements of the Concerned Funding Agency applicable to agreements such as this Agreement. Without limiting the foregoing, when the Concerned Federal Agency is HHS, these shall include in particular: the HHS Grants Policy Statement; **the salary rate limitation prohibiting HHS funds from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (see table below)**; and the prohibition on utilizing HHS funds in connection with federal lobbying activity funds (45 CFR Part 93).

Executive Level II Salary Rates	
January 1, 2020 - September 30, 2020	$197,300
January 1, 2021 - September 30, 2021	$199,300

Contractor confirms that it has disclosed to the Concerned Funding Agency in writing and on a timely basis (a) any potential conflict of interest in accordance with applicable Agency policy; and (2) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

This Agreement is subject to the terms of any agreement between ASTHO and a Concerned Funding Agency and in particular may be terminated by ASTHO without penalty or further obligation if the Concerned Funding Agency terminates, suspends, or materially reduces its funding for any reason. Additionally, the payment obligations of ASTHO under this Agreement are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to ASTHO.

17. Flow-down Provisions
The Contractor agrees to assume, as to ASTHO, the same obligations and responsibilities that ASTHO assumes toward the Concerned Funding Agency under those Federal Acquisition Regulations (FAR), if any, and applicable Concerned Funding Agency acquisition regulations, if any, that are mandated by their own terms or other law or regulation to flow-down to subcontractors or subgrantees, and therefore the Agreement incorporates by reference, and the Contractor is subject to, all such mandatory flow-down clauses. Such clauses, however, shall not be construed as bestowing any rights or privileges on the Contractor beyond what is allowed by or provided for in the Agreement, or as limiting any rights or privileges of ASTHO otherwise allowed by or provided for in the Agreement. The Contractor also agrees to flow-down these same provisions to any lower-tier subcontractors.

This Agreement incorporates one or more FAR clauses by reference, with the same force and effect as if they were given in full context. The incorporation of the FAR clauses applies only to the grant funding identified in this Agreement.

18. Term and Termination
The Agreement shall be for such term as is set forth in the Agreement. The Agreement may be terminated by ASTHO prior to the end of any term on fifteen (15) days written notice.

In addition, this Agreement may be terminated by either party on written notice should the other party: (a) fail to cure a material breach within ten (10) days of delivery of written notice; (b) become insolvent; (c) be the subject of a bankruptcy filing; or (d) cease doing business.

All contracts in excess of the small purchase threshold fixed at 41 U.S.C.403(11) (currently $250,000) shall contain suitable provisions for termination by ASTHO, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default, including termination of the award for failure of the Contractor to meet the outcomes/goals as indicated in their scope of work (SOW) or workplans, as well as conditions where the contract may be terminated due to circumstances beyond the control of the Contractor.

Upon termination, the Contractor shall deliver to ASTHO: all Work, whether in final or draft form, that has been produced as of the date of termination; all Confidential Information; and any materials or items previously provided to the Contractor by ASTHO. Upon receipt thereof by ASTHO, the Contractor shall be paid for work performed through the date of termination.

In all instances of terminations, the Contractor shall use best efforts to not incur new costs and expenses after the notice of termination, and shall cancel as many outstanding obligations as possible.

19. Indemnification
Should one party (the "Indemnified Party") incur or suffer any liability, damage, or expense, including reasonable attorney's fees, in connection with the defense of a legal proceeding brought by a third party arising out of the negligent or other wrongful actions of the other party (the "Indemnifying Party"), then the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for such liability, damage, or expense. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to provide indemnification, this Section shall be void.

20. Special Damages
Neither party shall be liable to the other for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of the Agreement.

21. Limitation of Liability
Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of ASTHO to the Contractor exceed the total amount of compensation to be paid to the Contractor.

22. Insurance
The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of coverage in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, in respect of death or personal injury, or loss of or damage to property. The Contractor shall produce to ASTHO, on request, copies of all insurance policies referred to in this condition or other evidence confirming the existence and extent of the coverage given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to obtain insurance coverage as required above, this Section shall be void.

23. Governing Law; Forum Selection.
This contract is deemed made in the Commonwealth of Virginia and shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Virginia (without giving effect to its conflict of law rules). All actions, suits, or proceedings between the parties hereto with respect to the Agreement shall be litigated in the State or federal courts located in the Commonwealth of Virginia. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually designating the law of any other State as being controlling, then this Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of residence of the Contractor, and the forum selection provision shall be void.

24. Waiver
No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of the same, nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

25. Entire Agreement
The Agreement constitutes the entire agreement between the parties relating to the subject matter of the contract. The Agreement supersedes all prior negotiations, representations, and undertakings, whether written or oral.

26. Modification
The Agreement may not be modified except by further written agreement signed by the parties. The parties may enter into a change letter that modifies any aspect of the Agreement or any Addendum or Attachment, including the Scope or Services, rather than issuing a new version of the affected document.

27. Severability
If for any reason any part of the Agreement is held to be unenforceable, illegal, or invalid, that unenforceability, illegality or invalidity will not affect any other provisions, which will continue in full force and effect.

28. Successors and Assigns
The Agreement shall be binding on the parties' respective successors, heirs, and permitted assigns.

29. Survival
Those provisions that logically would survive termination or that impose requirements beyond the stated term, and this Section 29, shall survive termination of this the Agreement.

30. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.
(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Specifically, no employee of Contractor may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to those federal employees and other persons listed in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (*currently $250,000*) as described in section 2.101 of FAR.

31. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS).
Consistent with 45 CFR 75.113, Contractor must disclose in a timely manner, in writing to ASTHO, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

32. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by ***Huawei Technologies Company or ZTE Corporation*** (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by ***Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company*** (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

33. Domestic Preferences for Procurement - "Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881):" The Executive Order proposed significant changes to promote the Buy American Act, 41 U.S.C. §§ 8301-8305,proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf ("COTS") products. The Buy American Act ("BAA") restricts the country of origin of goods bought by the U.S. government, requiring the purchase of "manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States." 41 U.S.C. § 8302(a). Numerous exceptions are available, however, allowing the government to purchase foreign-made products in many situations, particularly where a domestic alternative is not available or is too expensive. It is this last exception at which the new proposed rule takes particular aim.

Under the current FAR rules (particularly Subparts 25.1, 25.2, and 25.5), a domestic end product is one where: (1) the end-product is manufactured in the United States, and (2) more than 50 percent of the cost of all component parts are manufactured in the United States. FAR 25.101. The agencies anticipated to be impacted by this executive order include the Departments of Defense and Commerce, the National Aeronautics and Space Administration, the General Services Administration, and the Executive Office of the President. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

ASTHO Travel and Reimbursement Procedures
CONTRACTORS

- ***Airfare***: Is allowed and should be on "American" carriers, unless doing so would be disadvantageous to ASTHO. Costs in excess of the lowest available commercial discount fare or standard coach fare are unallowable, except for the following: Would require circuitous route, add lengthy delays that affects the traveler's ability to reasonably meet other work-related obligations, or does not provide for medical needs of the traveler. Travelers must justify the use of a fare greater than lowest available fare. ASTHO requires pre-approval of any airfare greater than $500.00. ASTHO will pay airfare to/from the traveler's nearest airport to/from meeting location airport or within 25 miles of such airport if more than one is available. The cost of canceling and rebooking ticket is not reimbursable, unless it can be shown that it was necessary or required for legitimate business reasons. In addition, ASTHO will pay for check baggage as follows: 1 bag for expected stay of 5 days or less; 2 bags for expected stay of 5 days or more. ASTHO will not reimburse for excess or overweight baggage.

- ***Rail Transportation***: Is an allowed transportation expenses and can be used when either flying or driving is not feasible or for health or other approved reasons. Approval is required for rail services when the associated cost of flying is lower than rail service by more than $75.00. Rail service should be in coach class.

- ***Lodging***: Is allowed and cannot exceed the GSA lodging per diem for the location in which ASTHO business is being conducted. If lodging cannot be found within the GSA rate, prior approval from ASTHO Deputy CEO is required. Local or long-distance phone calls directly from the hotel room will not reimbursed.

- ***Personal Vehicle Transportation***: Travelers using personal automobiles on ASTHO business will be reimbursed at a per mile rate, based on the IRS rate at the time of travel. At no time will ASTHO reimburse more than the cost that would have been incurred had rail or air transportation been used. Any expected mileage over $300.00 requires prior approval. Use of the personal vehicles is permitted provided the traveler has a valid driver's license and has adequate insurance protection as required by state law in which the vehicle is registered. Automobile liability, bodily injury and property and physical damage insurance while on ASTHO travel is the responsibility of the traveler. ASTHO will reimburse travelers for travel from/to their home/place of business to/from the airport.

- ***Meals***: Travelers will be reimbursed according to the GSA meals and incidentals per diem rate (***currently $76/day for Arlington, VA***). The first day of travel is paid at 75% of the full per diem rate. Deductions from the per diem amount will be made when the meeting or conference included that particular meal, except for documented dietary restrictions not able to be accommodated by the conference restaurant or caterer. Alcoholic beverages consumed with meals are not allowable costs and will not be reimbursed.

- ***Rental Vehicle Transportation***: Rental vehicles are an allowed expense when the total expected costs to be incurred, including parking, fuel, and GPS, are less than using other modes of transportation such as taxis or shuttles. If a rented vehicle is used, the most economical vehicle adequate for business requirement must be used. There must be a clear advantage to justify the use of a rented vehicle. Travelers should refuel rental vehicles prior to return to the vendor if not the traveler is responsible for the difference in pricing between the average gas price and that charged by the rental agency including surcharges.

- ***Taxi & Shuttle Transportation***: Travelers will be reimbursed for transportation to/from airport to/from hotel. In addition, any taxi & shuttle services to related events or gatherings will be reimbursed. When possible, travelers should share taxis and shuttles to minimize costs.

Reimbursement Process

- ***Receipts***: Receipts are required regardless of amount for air/rail transportation, lodging expenses, and car rentals. ***Detailed, itemized receipts are required for all expenditures over $75.00, except for the meals & incidentals per diem. Alcoholic beverages consumed with meals are not allowable costs and therefore will not be reimbursed.*** Any expenditure without a receipt will only be paid up to the $75.00 maximum. Original hard copies of receipts are not required but legible photocopies of itemized receipts are acceptable and should be submitted.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

[**Note**: The Debarment Certification is non-negotiable. It is a flowed down requirement for all Contractors receiving federal funds]

This form must be signed and submitted along with the signed contract.

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Contractor and any subcontractors.

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b) Have not, within the three (3) year period preceding this certification, 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;

   c) 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 listed in subparagraph (1)(b) of this certification; and

   d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.

2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to ASTHO.

Name of Contractor: Community Action Partnership of Kern

Signature: ______________________ Date: ______________

Printed Name and Title of Signer: Jeremy T. Tobias, Chief Executive Officer

MEMORANDUM

To: Executive Committee

From: Pritika Ram, Director of Administration

Date: February 23, 2022

Subject: *Agenda Item V(e)*: Retro-approval of the Submission to the Economic Development Administration (EDA) American Rescue Plan Good Jobs Challenge – Pritika Ram, Director of Administration – **Action Item**

Community Action Partnership of Kern (CAPK) partnered with the Kern Community College District (KCCD) to apply to the Economic Development Administration (EDA) American Rescue Plan – Good Jobs Challenge grant. This project will develop and strengthen regional workforce training systems that support, design, and implement sectoral partnerships that lead to high-quality jobs. We believe that KCCD's proposed project will support the economic recovery of the community and grow high-quality jobs for the trained regional workforce while addressing many of the concerns faced by the community, including equity, diversity, workforce development, remote work, and pay.

CAPK is listed as a backbone organization as part the System Development phase under the Energy, Construction, and Utilities (ECU) sector with the intent help establish and develop a regional workforce training system comprised of multiple sector partnerships. Through KCCD efforts, the ECU sector has garnered 533 job commitments from eight (8) employers. The service area will include Kern, Inyo, Mono, Tulare, and San Bernardino counties. Partners will be focused on systemic development in Year 1, innovative program design in Year 2, and program implementation in Years 3 through 5. Throughout the project, business and community will be engaged in solution-finding, development, and implementation of innovative methods of outreach and engagement, innovative training models, increasing capacity of existing programs and implementing new training programs with embedded academic, personal and job placement support services. Participants will earn in-demand noncredit and credit certificates and degrees. Completers and participants will be provided with employment placement services and support to ensure employment in good jobs.

Due the timing of our involvement and the due date of the application, the application was submitted by the lead agency, Kern Community College District on February 10, 2022, and the expected notice of award is mid-2022, with a start date in September 2022. The contract duration is a five (5) year period, however, CAPK's role as part of System Development will be for a three-year period for a total of $1.5 million. If awarded, staff will provide an update to the Board and request approval for the subsequent steps.

This activity aligns with the 2021-25 Strategic Plan under Goal 3: Advance economic empowerment and financial stability for low-income people in the communities we serve, specifically as part of Objective 3.3: Increase opportunities and support for clients to advance through career and education pathways.

Recommendation:

Staff recommends the Board of Directors approve (retro) the submission of the Economic Development Administration (EDA) American Rescue Plan – Good Jobs Challenge grant under the Energy, Construction, and Utilities (ECU) sector in partnership with the Kern Community College District (KCCD).

MEMORANDUM

To: Board of Directors

Pritika R

From: Pritika Ram, Director of Administration

Date: February 23, 2022

Subject: *Agenda Item V(f):* Board Recruitment: Metro-Bakersfield and South Kern Low-Income Sector Seats – **Info Item**

The Board of Directors Category II – Low-Income Sector for Metro-Bakersfield and South Kern County seats are open for election. The Metro-Bakersfield representative that currently occupies the seat is Guadalupe Perez with an ending term date of June 2022. The South Kern County seat is currently represented by Maritza Jimenez with an ending term date of July 2022.

Background on the Low-Income South Kern Sector seat. During the November 20, 2019, Board of Directors meeting, Ms. Lorena Fernandez provided a resignation letter (dated November 5, 2019). Per the bylaws, Article I, Section 3, item B state that if a low-income representative fails to complete his/her term of office, the Board will have the option of appointing a successor to complete the remainder of the term (see attached by-law sections). This is in-lieu of the regular formalized election process which can be a much longer procedure. The term of the vacancy for the low-income seat was July 1, 2017, through July 1, 2022. In response to meet the bylaw requirements, Ms. Jimenez was appointed to the Low-Income Sector seat for South Kern during the March 25, 2020, Board of Directors meeting.

According to the Agency Bylaws, the term of representation for Category II is as follows:

The Directors in Category II shall serve a consecutive five (5) year term. After serving five (5) consecutive years, a Director's seat will be opened for election. If the Director wishes to remain on the Board, (s) he must run for re-election and meet all requirements as set forth in the Election Rules & Procedures. There will be no limit set on the number of terms a person may serve as a Category II Representative.

With COVID-19 considerations, staff will provide a combination of mail-in, in-person, and virtual (electronic and email) options as it relates to obtaining signatures for the nomination petition form and election day. Communication regarding the election will occur at least forty-five (45) days prior to the election date. Communication will need to be bilingual (English and Spanish), and staff will advertise through the Agency website, internal programs (e.g., Head Start, WIC, 211, Food Bank, Administration, and 19th Street), relevant newspapers in the legal section, and social media. To ensure individuals reside in the respective Districts, staff will utilize the Kern County GIS mapping tool[1] to verify address, which will replace the Kern County Superior Court Regional Division map.

As part of the Board Election Rules and Procedures for the Low-Income Board Representatives, the Board Chairman will appoint board members as part of the Ad Hoc Election Committee.

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[1] https://maps.kerncounty.com/H5/index.html?viewer=KCPublic

MEMORANDUM

To: Board of Directors

From: Tracy Webster, Chief Financial Officer

Date: February 23, 2022

Subject: *Agenda Item V(g):* Executive Benefit Package Amendments - **Action Item**

Human Resources and administrative staff have reviewed the agency benefit package for executive management team and is recommending some changes to make our package more competitive in the marketplace. The changes recommended are relatively minor and have minimal fiscal impact. The following policies were submitted to the Personnel Committee on February 2, 2022 for review and discussion:

1. Executive Discretionary Supplemental Retirement Benefit Policy

2. Executive Vehicle Stipend Policy

3. Revised Vacation Accrual Benefit

Attached to this cover memo for your review, are the memos for each policy with greater detail. Each of these policies were reviewed and approved by the Personnel Committee.

The proposed policies have minimal fiscal impact and support the recruitment and retention of leadership staff. Also, it should be noted the long-standing sick leave payout benefit was removed from agency policy due to conflicts with the ongoing pandemic. These proposed amendments support Goal 4 of the CAPK Strategic Plan which states, “CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization’s desired results.”

Recommendation:
Staff and the Personnel Committee recommend that the Board of Directors approve the following Executive Benefit Package policies starting fiscal year 2022-23.

a. Executive Discretionary Supplemental Retirement Benefit Policy
b. Executive Vehicle Stipend Policy
c. Revised Vacation Accrual Benefit

Attachments:
Personnel Committee Memo 5a
Personnel Committee Memo 5b
Personnel Committee Memo 5c

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: February 2, 2022

Subject: *Agenda Item 5(a)*: Revised 457(b) Executive Discretionary Supplemental Retirement Benefit Policy – **Action Item**

CAPK is proposing a new Executive Discretionary Supplemental Retirement Benefit Policy applicable to Executive Team employees consisting of Chiefs and all Division Directors. CAPK operates a discretionary supplemental retirement plan apart from the primary 401(a) plan. The benefits of the 457(b) is it allows participants to increase their retirement contributions. Benefits are not taxable to the employee until they are received.

Currently, employees are eligible to be awarded merit pay increases in conjunction with annual performance reviews. Merit increases are allowed up to a 5% maximum, with the average usually around 2% to 3%. This new benefit would still fall under the 5% merit increase max, but it is only another option for delivering the normal merit-based performance increase. As an example, an employee may warrant a 3% merit increase, and that merit increase could be delivered via a salary increase (as it is now), or as proposed a one-time contribution to the 457(b) plan, or a mix of 2% salary and 1% one-time contribution to the 457(b) plan. It would also allow for one-time contributions to those that are at the top of their pay range, and not eligible for a merit salary increases. This policy amendment would allow the CEO to reward members of the Executive Team in a different fashion, and additionally enables CAPK to remain competitive in pay during these difficult hiring times.

The fiscal impacts are negligible, because it does not change the merit-based increase policy and would only change the payout method. Annually we budget for all employees to receive merit increases, cola increases, etc., and this would not change the method in which we budget nor the amounts that we budget.

The policy outlines the eligibility, scope, and details of the benefit. This new policy is another way CAPK is committed to aligning initiatives with our Strategic Plan objectives of enhancing current employee benefits and recruiting a high-level workforce.

Recommendation:

Staff recommends that the Personnel Committee approve the new 457(b) Executive Discretionary Supplemental Retirement Benefit policy,

Attachments:

PO 457(b) Executive Discretionary Supplement Retirement Benefit Policy

Policy and Procedure

POLICY TITLE:	457(b) Executive Discretionary Supplement Retirement Benefit
BOARD APPROVED DATE:	TBD
APPLIES TO:	Executive Team Employees
DEPARTMENT:	Administration

POLICY:
Community Action Partnership of Kern (CAPK) operates a discretionary supplemental Section 457(b) retirement plan apart from the primary 401(a) plan. The 457(b) plan is a non-qualified deferred compensation plan that allows for eligible staff to contribute up to the annual maximum. Benefits are not taxable to the employee until they are received. Deferred amounts and their earnings remain the property of CAPK, subject to CAPK's creditors, until the benefits are paid to the recipient.

Eligible participants of the 457(b) plan are the Chief Executive Officer, Chief Financial Officer, Chief Program Officer, and all Division Directors of CAPK. Each classification may participate in employee contributions for the 457(b) plan.

For employer contributions, amounts awarded to the Chief Executive Officer will be governed by his/her employment contract. For all other classifications who do not have employment contracts, an allocation of up to 5% annually may be granted as approved by the Chief Executive Officer. An employee's annual merit increase in combination with a 457(b) allowance may not exceed 5% annually.

SCOPE:
This policy applies to Executive Team employees consisting of Chief Executive Officer, Chief Financial Officer, Chief Program Officer, and all agency Division Directors. Any new positions not listed, but added into the Chief positions or Division Director positions are automatically incorporated into this policy.

DEFINITIONS:
None.

GUIDELINES:
Merit increases are typically granted annually during the annual evaluation process. Merit increases are based on the evaluation measurement. An increase in compensation may be granted through a salary increase and/or the 457(b) allowance at the discretion of the Chief Executive Office for the CFO, CPO, and all agency Division Directors. The same

may be made for the Chief Executive Officer at the discretion of the Board of Directors through the employment contract.

Please see the following example:
Director X has an above standard evaluation, and it is determined that the individual receives a 3% merit increase, it may be granted in any combination as follows:

- 0% to salary and 3% to 457(b) plan
- 1% to salary and 2% to 457(b) plan
- 2% to salary and 1% to 457(b) plan
- 3% to salary and 0% to 457(b) plan

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: February 2, 2022

Subject: *Agenda Item 5(b)*: Revised Executive Vehicle Stipend Policy – **Action Item**

CAPK is proposing a new Executive Vehicle Stipend Policy. This new policy applies to Executive Team members (Directors and Chiefs and excludes the Chief Executive Officer).

This amendment to the policy extends to only Executive Team members. Currently, staff use personal vehicles regularly to conduct Agency business due to a limited pool of fleet vehicles. The employees file monthly milage claims and they are reimbursed for milage at the allowed IRS milage rate. The purpose of this policy is to ease the burden on both the employee and Finance by processing fewer mileage reimbursements and providing greater efficiency in processing claims while ensuring employees are reimbursed for their business travel.

The fiscal impact is negligible and would replace our reimbursement amounts which are included in our normal budgeting. The expectation is the actual expenditures would be very similar to our existing mileage reimbursement costs.

Eligible employees will fall into tiers based on their travel history and will be evaluated on an annual basis. Employees are expected to inspect their own vehicle according to the Travel Policy. As a standard practice and according to our Travel Policy, CAPK requires proof of state minimum insurance coverage.

The policy outlines the monthly vehicle allowances based on tiers and determines who is eligible to receive a monthly stipend. Additionally, the policy provides requirements that the employee must adhere to continue to receive this benefit.

This new policy is another way CAPK is committed to aligning initiatives with our Strategic Plan objectives of enhancing current employee benefits.

Recommendation:
Staff recommends that the Personnel Committee approve the revised Executive Vehicle Stipend Policy.

Attachment:
PO Executive Vehicle Stipend

Policy and Procedure

POLICY TITLE:	Executive Vehicle Stipend
BOARD APPROVED DATE:	TBD
APPLIES TO:	Executive Team Employees
DEPARTMENT:	Administration

POLICY:
Community Action Partnership of Kern (CAPK), at its discretion, may provide monthly vehicle stipends to executive leadership whose principal duties require business travel. The principal indicator will be the requirements of the role, but a review of needs will be conducted annually to determine eligibility.

This policy outlines the allowances and employees who are eligible to receive a monthly vehicle stipend and the responsibilities and actions required of the employee.

SCOPE:
This policy applies to executive team employees (except Chief Executive Officer).

DEFINITIONS:
Eligible Employees: Directors and above, and on a case-by-case basis other employees whose responsibilities require travel.

RELATED MATERIAL:
Please refer to the CAPK Travel Policy for more guidelines and information regarding responsibilities and protocols.

GUIDELINES:
Eligible employees who are not furnished an official agency vehicle shall receive a monthly vehicle stipend for use when the role requires business travel. The stipend provides that the employee is either driving alone or driving the employee's personal vehicle with other employees.

Executive team members, apart from the Chief Executive Officer, shall receive a monthly stipend at the rate of no more than $350.00 monthly. Reimbursement will be classified in two tiers based on expectation of travel as part of job duties:

- Tier 1: $200.00
- Tier 2: $350.00

The stipend is to be used for travel within county of primary work location. If traveling outside of the county where the position is based, the employee is expected to submit reimbursement of mileage.

Rates will be reviewed annually as the IRS releases updates. Significant adjustments from the IRS guidelines may result an amendment to this policy.
The vehicle stipend is subject to all related payroll taxes.

RESPONSIBILITIES:
Employees will be responsible for maintaining their vehicle by doing the following. The agency reserves the right to inspect vehicle documents and carry out physical checks of an employee's private car used for business travel without notice. Continued participation in this benefit requires the employee to submit proof of updated vehicle insurance as appropriate. Copies of insurance should be submitted to the respective supervisor and forwarded to the Human Resources for record keeping.

- Checking fluids and lubricants regularly
- Checking tire pressures, tread depth, and general condition of all tires regularly
- Checking lights and electrical equipment regularly
- Servicing in accordance with the manufacturer's schedule
- Keeping the car secure (and alarmed as appropriate)
- Removing any agency property from the car when left unattended

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: February 2, 2022

Subject: *Agenda Item 5(c)*: Revised Executive Vacation Accrual Benefit – **Action Item**

CAPK is proposing a new vacation accrual benefit package for Executive and exempt team members. After review of the current vacation accrual benefit, the Executive Team revised vacation benefits to be more aligned with the current market standard and to help CAPK compete accordingly with other agencies.

CAPK understands the importance of investing in an Executive Team package that offers benefits that are competitive and attract and retain top-tier talent. Feedback of our hiring process tells us that CAPK is not competitive in this highly talented-strained market. During the recruitment process, candidates have routinely requested a higher accrual rate than what we currently offer. Our current offerings do not compare to other agencies that are offering three or more weeks of vacation. This new benefit ensures CAPK maintains long term stability in the job market.

The fiscal impact is minimal, and the accrual risk is low comparatively speaking. Additionally, this benefit will ease the burden of manually overriding our already limited ADP system by reducing other issues.

Additionally, this new policy is another way CAPK is committed to aligning initiatives with our Strategic Plan objectives of enhancing current employee benefits.

Recommendation:

Staff recommends that the Personnel Committee approve the revised Executive Vacation Accrual Benefit Policy.

Attachment:
Section 15.0. Employee Policy Manual

<u>**15.0 BENEFITS AND TIME OFF**</u>

15.0 BENEFITS AND TIME OFF

15.1 Interpretation of Benefits Policies

CAPK provides valuable benefits to its employees. Each benefit program offered has its own eligibility requirements that must be satisfied before a particular employee may participate in such program. For most programs, there is a written plan document or insurance contract that sets forth the details of the program and the eligibility requirements. CAPK reserves the right to change, modify, or delete any benefits at its discretion.

While CAPK explains the basic elements of such programs in this Manual and elsewhere, the terms of the written plan documents or insurance contracts will control the administration of any benefits under such programs. To the extent that any statements or assurances are made in any form (including this Manual) that may contradict the provisions of the plan documents or insurance contracts, such statements or assurances are to be disregarded; the provisions set forth in the written plan documents or insurance contracts will control CAPK's obligations and determine the outcome of any situation. This includes any determinations regarding breaks in service.

To understand many of CAPK's benefit programs, it will be helpful to define certain terms as used in the below summaries. The following definitions will apply to interpret CAPK's benefits programs:

- **"Scheduled Workday"**: When calculating the rates at which time off is accrued or used, the term "scheduled workday" refers to an incremental period on the number of hours the employee is regularly scheduled to work, excluding overtime. For employees regularly scheduled to work forty (40) hours per week, one (1) "scheduled workday" consists of eight (8) hours. For employees regularly scheduled to work less than forty (40) hours per week, the "scheduled workday" is in proportion to the number of their regularly scheduled hours per week, excluding overtime. This definition applies to all time-off benefits, such as vacation, holidays, sick time, etc., unless otherwise specifically stated.
- **"Immediate Family"**: Unless otherwise stated in the specific policy, the term "immediate family" refers to the employee's spouse, registered domestic partner, child, stepchild(ren) or foster child(ren). It also includes the children of the employee's spouse or registered domestic partner.

15.2 Statutory Benefits

In addition to wages and salaries, CAPK contributes to government-mandated programs on behalf of all its employees. These benefits include the following: Social Security; Medicare; State Unemployment Insurance; and Workers' Compensation Insurance. CAPK also makes payroll deductions for mandatory State Disability Insurance ("SDI") and California's mandatory Paid Family Leave Insurance ("PFLI"). SDI and PFLI benefits are available through the California Employment Development Department. Employees may elect to use any available sick and/or vacation time before they collect SDI or PFLI benefits. Where employees are collecting SDI or PFLI, CAPK can coordinate the payment of any vacation or sick pay with such benefits, to maximize income to the employee.

15.3 Insurance Benefits

CAPK offers benefits through a group medical, dental, vision, and life and AD&D insurance program to all full-year and part-year employees. Employees will share the cost for benefits not fully paid by CAPK. Eligible employees may elect medical which includes vision and dental insurance coverage for their dependents. Coverage for registered domestic partners as “dependents” is available.

New full-time employees become eligible for insurance programs on the first day of the calendar month following thirty (30) days from their hire date. Employees who become eligible due to a status change are eligible for insurance benefits on the first day of the calendar month following thirty (30) days from their change in status.

Except as specifically required by law (such as Family & Medical Leave) or stated in this Policy Manual, during any leave of absence, the employee must pay their share of cost to continue any group health or voluntary life insurance. If an employee does not pay their share of cost for medical/dental insurance and voluntary life coverage while on leave, benefits will be terminated the beginning of the month following non-payment. The employee will be offered COBRA until they return to work.

If an employee experiences particular events that would result in a loss of health insurance coverage, such as a change in status, leave of absence (other than periods covered by Family & Medical Leave, CFRA or PFL), or separation from employment, that employee and covered dependents would be eligible to continue their health insurance through COBRA. Dependents who lose dependent status due to an employee’s death, divorce from the employee, or a child reaching an age-limit, would also have the right to continue health insurance coverage through COBRA. All participants in CAPK’s health insurance plans will receive information regarding COBRA rights, upon becoming ineligible participants. Where the loss of coverage is due to a dependent no longer holding dependent status, that participant has a duty to notify Human Resources of such event to exercise any COBRA rights.

This section is intended only as an overview of our group insurance programs. CAPK reserves the right to change, modify, or delete any benefits at its discretion. Detailed information is provided in the Group Insurance Benefits booklet.

15.4 403(b) Tax Deferred Annuity and 401(a) Pension Plan

CAPK offers all employees the opportunity to contribute a portion of their earnings to a 403(b) tax deferred annuity. Employees are eligible to enroll in the plan as a participant upon date of hire. This plan allows eligible employees to contribute an amount from each paycheck for retirement investments. The investment contribution is deducted from wages before income taxes are calculated, which will reduce tax withholdings. Employees may contribute as little or as much as they want, up to the limits set forth in the Plan documents and by IRS annually. Additional eligibility requirements may apply. See Human Resources for details of the plan.

CAPK also provides eligible, full-time, and part-time employees with 1,000 service hours based on anniversary year, an employer-sponsored contributions to a 401(a)-retirement plan who participate and have completed one year of service and are at least 21 years old. CAPK contributes to the plan on the employee's behalf. The contributions are subject to vesting and the plan is eligible for deposit of rollover funds from a prior employer's retirement plan or IRA. See Human Resources for vesting and other details of the plan.

15.5 Holidays

CAPK employees observe holidays each year as may be determined by the Board of Directors. Eligible employees will be given the approved holiday off with pay. A schedule of predetermined holidays to be observed during each calendar year will be published and posted with the payroll schedule during the month of December. The holiday schedule will also be posted on the ADP Resource page.

For calculating holiday pay, each holiday pay will be equal to the employees normally schedule workday. Non-exempt employees shall be paid for holidays based upon their non-premium, regular hourly rate; exempt employees shall be paid their regular weekly salary. Holiday pay will not be counted as time worked in the calculation of overtime.

When a holiday falls on a weekend, it will be observed on the nearest regular working day. A schedule of the dates on which CAPK's paid holidays will be observed will be distributed just prior to the beginning of each calendar year. Non-exempt employees required to work on a paid holiday will be paid at their regular rate of pay for all hours worked on the holiday, in addition to regular holiday pay for the day.

Employees who wish to observe religious holidays that are not designated as a CAPK holiday may take the necessary time off to do so, unless his/her absence would create an undue hardship. Such time will be unpaid; however, vacation time may be used. Such time should be scheduled at least two (2) weeks in advance and requests should be submitted to the employee's immediate supervisor.

1. If a holiday falls on a Saturday or Sunday, it may be observed on the preceding Friday or following Monday, respectively. For eligible employees who work an alternative work week schedule and the holiday falls outside their normal schedule, the employee will be asked to take another day during the pay period in which the holiday occurs.
2. If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day on the holiday is observed.
3. Employees on leave of absence for any reason are ineligible for holiday benefits that are observed during the period they are on leave of absence. This includes FMLA, CFRA, and PDL, personal leave, medical leave, workers' compensation, or any other type of a leave of absence.
4. The number of holiday hours an employee is paid is determined by the number of hours the employee is normally scheduled to work and will be paid at their normal hourly rate.

15.6 Vacation

Note: Some programs may have different accrual and usage policies. In some cases, this policy may not apply. In this case, the program policy will apply (Example: WIC and Union Employees - please refer to program procedures or Union Contract).

Vacations are meant for the relaxation of employees, so they may feel more refreshed at work and can be more productive. CAPK strongly encourages eligible employees to take vacations for this purpose; vacation time is not available to use for absences due to illness or other medical needs so long as any paid sick time is available. All full-time employees are eligible to accrue vacation beginning from their hire date and will earn vacation time at the following annual rates, with the following maximum accrual levels:

Executive Staff

Length of Continuous Service	Accrual Rate	Maximum Accrual
0 – 36 months	4.62 hours/per pay period (15 days/year)	240 hours
37 – 96 months	6.15 hours/per pay period (20 days/year)	320 hours
97 – 180 months	7.69 hours/per pay period (25 days/year)	360 hours
181 – or more months	9.23 hours/per pay period (30 days/year)	360 hours

Exempt Staff

Length of Continuous Service	Accrual Rate	Maximum Accrual
0 – 60 months	4.62 hours/per pay period (15 days/year)	240 hours
61 - 120 months	6.15 hours/per pay period (20 days/year)	320 hours
121 - 180 months	7.69 hours/per pay period (25 days/year)	360 hours
181 – or more months	9.23 hours/per pay period (30 days/year)	360 hours

Non-Exempt Staff

Length of Continuous Service	Accrual Rate	Maximum Accrual
0 – 36 months	3.08 hours/per pay period (10 days/year)	160 hours
37 – 96 months	4.62 hours/per pay period (15 days/year)	240 hours
97 – 180 months	6.15 hours/per pay period (20 days/year)	320 hours
181 – 240 months	6.46 hours/per pay period (21 days/year)	336 hours
241 or more months	6.77 hours/per pay period (22 days/year)	352 hours

Employees do not receive vacation accrual while on unpaid leave, workers' compensation, or FMLA/CFRA/PDL. Vacation time may not be taken in advance of being earned. Exempt employees must use vacation in minimum increments of one (1) full workday.

If an employees' earned but unused vacation accrual reached the maximum, the employee will not accrue any additional vacation. If the employee later uses some of the vacation accrual to fall below the maximum, the employee will resume earning vacation accrual from that date forward. The amount of vacation an employee has accrued will be indicated on their paystub in terms of "hours" available. Vacation does not count as time worked for calculating overtime.

Vacations must be scheduled with the prior approval of the employee's supervisor but shall not be unreasonably denied. Divisions can establish standard timelines regarding advance notice of vacation requests based on program needs. This is necessary because of scheduling demands; requests with minimal notice are discouraged and may be denied based on work and coverage demands. CAPK has the right to control the scheduling, timing, and length of vacations to minimize disruption to CAPK's operations; however, every effort will be made to schedule vacations during a mutually convenient time. If a paid holiday occurs while one is on approved vacation, one will be paid for the holiday and the holiday will not be counted as a vacation day. For all employees, any vacation earned and not used will be paid at the time of termination. CAPK prohibits the advancement of accrued vacation time.

<u>Eligible Head Start Part-Year Employees Working Less Than 12 Months Per Year.</u>

Eligible part-year employees who work less than 12 months per year shall note: part-year employees will earn 24 hours of personal time off effective August 1 of each year. Any paid personal time off balance at the end of the ten (10) months will be included with the last check in May/June of each year.

15.6.1 Vacation Cash Out

CAPK offers eligible employees the opportunity to request a vacation pay out one time during a calendar year. You must have met your one (1) year anniversary and you must have a 40-hour vacation balance after the request. You will be allowed to make one (1) request per calendar year with the cash out request of one (1) to 40 hours. Example: if you request a vacation cash out of 20 hours that will be your one (1) vacation cash out request for that calendar year.

15.7 Sick Leave

All full-time full-year employees accrue paid sick time starting at date of hire. Sick time benefits accrue at the rate of 3.69 per pay period (some programs may operate with a different accrual schedule). Employees do not accrue sick time while on unpaid leave, workers' compensation or FMLA/CFRA/PDL.

Employees may use accrued sick time for the following: (1) the employee's own or "family member's" diagnosis, care, or treatment of an existing health condition, or preventive care; or (2) an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid, treatment, or related assistance. Sick time may not be used for vacation or any reason other than the previously listed reasons. If available sick leave has been exhausted, vacation can be used to cover such absences. CAPK may require a statement from a doctor verifying any illness causing an absence from work, or other documentation supporting an absence, even if the absence is unpaid.

Covered family members for sick leave includes:

- spouse or registered domestic partner
- child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis)
- biological, adoptive, or foster parents or stepparents, legal guardian of the employee or the employee's spouse or registered domestic partner
- grandparent

- grandchild
- sibling

Hourly employees are paid according to their hourly rate of pay and in compliance to the funding sources. Paid sick time does not count as time worked for the purposes of calculating overtime.
Exempt employees must use sick time in minimum increments of one full workday.

Sick time may be accrued to a maximum of 480 hours. Once an employee reaches this maximum, no additional sick time will be accrued until falls below 480 hours.

Eligible Full-Time Part-Year Employees Working Less Than 12 Months Per Year.

Part-year employees will earn 40 hours of sick leave effective August 1 of each year. Sick leave will start over each August 1 and employees' will be granted a 40-hour balance on August 1. Sick leave balance at the end of the school calendar will be transferred to their Extended Illness Bank (EIB).

15.8 Sick Leave for Temporary, Part-time, and Substitute Employees

All temporary, part-time, substitute employees who are not benefit eligible will receive sick leave accrued at 1 hour per 30 hours worked for a maximum of 24 hours or 3 days per calendar year. CAPK may limit an employee's use of paid sick days to 24 hours or 3 days in each year of employment in accordance with AB 1522, California Paid Sick Leave.

15.9 Bereavement

In the event of the death of an employee's family member, an eligible employee will be granted up to 48 hours of paid time off to arrange for and/or attend the funeral per calendar year. At the employee's election, a miscarriage will be treated as the death of a child for the purpose of receiving paid bereavement leave. All full-time employees are eligible for this benefit. Bereavement qualifying members of the family are as follows:

- spouse or domestic partner (including common-law spouse)
- child (including foster and/or stepchild)
- parent (including stepparents)
- brother or sister (including step or half)
- grandparent (not in-law)
- grandchild
- current mother-in-law and current father-in-law

Employees may request to use accrued vacation time to cover bereavement absence for non-family. If the employee has no vacation time, they may request unpaid leave for bereavement associated with the loss of other persons and may be granted upon request and approval by the employee's division director.

15.10 Jury or Witness Duty

CAPK employees are encouraged to fulfill their civic responsibility when called for jury or witness duty. Employees summoned for such duty must provide a copy of their summons to their manager as soon as possible to arrange for time off. All full-time employees are eligible for jury-duty. Part-time, temporary, and substitute employees are not eligible for jury duty pay.

CAPK will pay eligible exempt and non-exempt employees up to eighty (80) hours straight-time pay per calendar year.

If jury service starts after the employee's normal workday or jury service ends before the end of workday, the employee must contact their immediate supervisor daily to discuss their scheduled work hours daily. If jury service is less than the number of hours the employee is scheduled to work (i.e., 8- or 10-hour day) and the employee does not report to work, this time should be covered by vacation request or will be unpaid time.

Travel from jury service to work or from work to jury service will be counted as part of your workday. Commute time from home to jury service or from jury service to home is not paid time.

In instances where a CAPK employee is called to serve as a witness as part of the job and in their capacity as an employee of CAPK, the service as a witness is work time and all such time will be paid accordingly. If employees are called to serve as a witness in any other capacity, such is non-work time.

Certification from the court or other judicial officer verifying the days and times of jury or witness service should be provided to your supervisor. Employees may use available vacation to offset any extended jury or witness duty. The employee and supervisor are responsible to ensure that jury duty is entered onto your timecard to be paid correctly. If an employee receives a check from the court for mileage and/or per diem, the employee may keep the check.

15.11 Reporting to Work Pay

CAPK will comply with all applicable regulations regarding reporting time pay for non-exempt employees (scheduled workdays). Each workday an employee is required to report to work but is not put to work or is furnished with less than half of his or her usual or scheduled day's work, the employee will be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at his or her regular rate of pay.

CAPK will pay a minimum of two (2) hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

15.12 Interruption of Work Due to Unforeseen Circumstances

CAPK will not pay employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or of natural causes or other circumstances beyond the CAPK's power to control.

15.13 Catastrophic Leave

In the event an employee has exhausted their leave benefits and must miss work due to a prolonged illness or injury (including that of an eligible family member), Catastrophic Leave is a benefit that allows employees to request leave through time donated by agency peers. Please refer to the Catastrophic Leave Policy for guidelines and information.

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Date: February 23, 2022

Subject: *Agenda Item VI(a)*: Approval of the Community Action Partnership of Kern Foundation Board of Directors Minutes (January 2022) – Pritika Ram, Director of Administration – **Action Item**

On Tuesday, January 25, 2022, the Community Action Partnership of Kern (CAPK) Foundation held its Board of Director's meeting. There were two action items on the agenda, including the meeting minutes from October 29, 2021, and 2022 CAPK Foundation Board schedule, and three (3) informational items. The informational items included an update on the recruitment for the Director of Development, as well as updates on two campaigns. The Food Bank Capital Campaign has come to an end as staff have secured funding to support the construction of the expansion, see pages 7-8 of the attached Foundation agenda packet for a full review of the funding structure. Staff also started a new campaign focused on the greenspace at the Friendship House Community Center (FHCC) relating to site enhancements with lighting and fencing. The FHCC Advisory Council will also be participating in this campaign.

Due to a lack of actionable items, the Foundation Board meeting was canceled for November 2021.

<u>Recommendation:</u>
Staff recommends the Board of Directors approve Community Action Partnership of Kern Foundation Board of Directors Report.

Attachment
Foundation Board Agenda from January 25, 2022

DATE	January 25, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 355 962 685#

Board of Directors Meeting Agenda

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

I. Call to Order

a. Roll Call

Kevin Burton (Chair)	Nila Hogan	Fred Plane
Michael Bowers	Ariana Joven	Michele Shain
Don Bynum	Chase Nunneley	Chei Whitmore

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

a. Resolution #2022-01 ***(p. 3-4)***

III. Public Comment

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

IV. Consent Agenda

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

a. Minutes of the October 29, 2021 Board of Directors Meeting – ***Action Item (p. 5-6)***

V. New Business

a. Director of Development Recruitment Update – ***Info Item (Verbal Report)***	Kevin Burton, Board Chair
b. Food Bank Capital Expansion on Fundraising and Construction Update – ***Info Item (p. 7-8)***	Emilio Wagner, Director of Operations Pritika Ram, Director of Administration
c. Friendship House Community Center (FHCC): Fundraising Campaign – ***Info Item (p. 9-12)***	Freddy Hernandez, Director of Youth & Community Services Pritika Ram, Director of Administration

d. 2022 Foundation Board Meeting Schedule – ***Action Item (p. 13)*** Pritika Ram, Director of Administration

VI. **Board Member Comments**

VII. **Next Scheduled Meeting**

Board of Directors Meeting
12:00 pm
February 22, 2022
5005 Business Park North
Bakersfield, CA 93309

VIII. **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, January 20, 2022. Paula Daoutis, Administrative Coordinator.

RESOLUTION 2022-01

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

The Board of Directors of Community Action Partnership of Kern Foundation located at 5005 Business Park North, Bakersfield, CA 93309, met on January 25, 2022, in Bakersfield, California and resolved as follows:

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

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

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

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

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

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

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

2. The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to 2 above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

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

1. **Determination of Imminent Health or Safety Risks.** The Board of Directors hereby determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

2. **Continued Implementation of AB 361.** If the state of emergency remains in effect and meeting in person would present imminent risks to the health or safety of attendees, the Board of Directors shall, to continue meeting subject to the provisions set forth in AB 361 and the Brown Act, no later than 30 days after it adopts this Resolution and every 30 days thereafter, make the following findings by majority vote:

1. The Board of Directors has reconsidered the circumstances of the state of emergency; *and*

2. Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials impose or recommend measures to promote social distancing.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern Foundation, this 25th day of January 2022.

Kevin Burton, Board Chair
CAPK Foundation Board of Directors

Date

DATE	October 29, 2021
TIME	12:00 pm
LOCATION	Teams Meeting / In-Person at 3200 Buck Owens Blvd., #200 Bakersfield, CA 93308
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 474 928 445#

COMMUNITY ACTION PARTNERSHIP OF KERN FOUNDATION
Board of Directors Meeting Minutes

I. Call to Order

Vice Chair Ariana Joven called the meeting to order at 12:05 pm via Tele-Conference with opportunity for the public to join at the Temblor Brewing Company, located at 3200 Buck Owens Blvd., Suite 200, Bakersfield, CA.

a. Roll Call

Roll Call was taken with a quorum present:

Present: Don Bynum, Nila Hogan, Ariana Joven, Chase Nunneley, Fred Plane, Chei Whitmore

Absent: Michael Bowers, Kevin Burton, Gina Pettit, Megan Silva, Michele Shain

Pritika Ram reported that two Board Members, Megan Silva and Gina Pettit have resigned effective October 31, 2021 and November 30, 2021 respectively, due to moves out of state.

Others Present: Jeremy Tobias, Chief Executive Officer; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff

II. Public Comments

No one addressed the Board.

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

a. Resolution #2021-01

Motion was made and seconded to approve Resolution #2021-01. Carried by unanimous vote (Nunneley/Plane).

IV. Consent Agenda

Motion was made and seconded to approve the Consent Agenda. Carried by unanimous vote (Whitmore/Hogan).

V. Regular Business

a. Director of Development Recruitment Update – Ariana Hoven, Vice Chair – ***Info Item***

Ariana Joven reported that interviews are underway to fill the Director of Development position, and that the recruitment committee is no longer using the consulting firm to recruit candidates.

b. 2021-2025 Community Action Partnership of Kern (CAPK) Strategic Plan – Pritika Ram, Director of Administration – ***Info Item***

Pritika Ram provided a detailed summary of the 2021 – 2025 CAPK Strategic Plan, which included how the Foundation Board will play a part in the execution of Goal 6: Increase fiscal health and stability of the agency to properly align resources to support clients and build capacity staff.

1. Food Bank Update – ***Info Item***

    1. Food Bank Community Engagement Plan – James Burger, Outreach & Advocacy Coordinator

       James Burger provided an update on the plans to engage the community about the Food Bank Expansion, which included a townhall meeting in early December, and the planned groundbreaking on December 16, 2021.

    2. Capital Expansion Funding Update – Emilio Wagner, Director of Operations

       Emilio Wagner provided a brief update on the status of the construction schedule and the expansion budget.

VII. Board Member Comments

- No Comments

VIII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Friday, November 19, 2021
5005 Business Park North
Bakersfield, CA 93309

IX. Adjournment

The meeting was adjourned at 12:48 pm

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Emilio G. Wagner, Director of Operations

Date: January 25, 2022

Subject: *Agenda Item V(b)*: Food Bank Capital Expansion - Construction and Financial Update – **Info Item**

The Food Bank Capital Campaign has been a successful endeavor for the agency. The campaign has met and exceeded its original goal of $10,000,000 to support the construction expansion of the Food Bank. Below is a detailed summary of funding under the categories of Committed and Pending.

Funding Status Update		
	Committed	**Funding**
	CAPK	$ 234,000.00
	Community Development Block Grant	
	County of Kern	$ 916,586.00
	City of Bakersfield	$ 1,200,000.00
	Department of Social Services	
	SGRT-19-0012-AM2	$ 436,137.00
	Food Bank Capacity Program SFY 2021-22	$ 4,859,606.00
	City of Bakersfield American Rescue Plan Act of 2021	$ 1,200,000.00
	Private Donor	$ 3,000,000.00
	Additional Donors[1]	$ 145,000.00
	Sub-Total Committed	**$11,991,329.00**
	Pending	
	Subcommittee THUD[2]	$ 3,000,000.00
	Sub-total Pending	**$ 3,000,000.00**

It is important to note the Subcommittee THUD allocation has not been decided and is likely to be dismissed. In the case of award, leadership will meet to evaluate project cost gaps and discuss application of funds, if applicable.

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[1] Additional Donors include Califia Farms, Cal Water, and Online Donations,

[2] Pending Senate approval, CR 2022 (Subcommittee on Transportation, and Housing and Urban Development (THUD), under the Economic Development Initiative)

Based on construction project cost, outlined below, the funds have been secured to support the base bid as well as the alternatives to support the full expansion and needs of the Food Bank.

Project Cost	
Base Bid - Site	$ 2,071,967.00
Base Bid - Building	$ 7,400,697.00
Sub-total Base Bid	**$ 9,472,664.00**
Alternative 1 - Breakroom	$ 290,902.00
Alternative 2- Walk-ins	$ 956,578.00
Alternative 3- Dock Doors	$ 91,295.00
Alternative 4- Photovoltaic	$ 1,116,420.00
Sub-total Alternatives	**$ 2,455,195.00**
Total Project Cost	**$11,927,859.00**
Funding / Project Cost[3]	**$ 63,470.00**

The start of construction is scheduled to begin within Quarter 1 2022 with an expected completion date of Quarter 1 2023.

[3] Additional funds will be allocated to the construction to support unexpected expenses or overage in cost.

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Fred Hernandez, Director of Youth & Community Services

Date: January 25, 2022

Subject: *Agenda Item V(c)*: Friendship House Community Center (FHCC): Fundraising Campaign – **Info Item**

The Friendship House Community Center (FHCC), located in Southeast Bakersfield, has expressed interest in beginning site enhancements to meet youth and community needs. The focus of the enhancement project is the green space that currently serves as a soccer field. Over the last several months, the Center has encountered unwelcomed visitors and vagrants, due to lack of fencing. Further, the lack of a light source/system inhibits partners like AYSO to practice or play at dusk and evening hours. With the addition of the lighting system and improved fencing, the Center anticipates an increase in utilization by partner agencies, youth at the Center, as well as community residents.

The total cost of project is underdevelopment; however, we estimate the following:

- Fencing: $230,000
- Lighting[1]: $300,000 to $400,000

In discussing opportunities to raise funds to support the enhancements, staff are recommending a hybrid model of fundraising and grant sourcing. Fundraising will allow us to take a direct approach to acquiring the funds, all the while searching for capital and site improvement grants. I believe this may be the fastest way to secure funding and work with local partners to support this effort. Through this approach, we will be able to phase the project to meet immediate needs with an expected 6–8-month period of fund development and project completion, with the fencing portion being the priority project.

The intent of this project is to utilize the Foundation to help support the Friendship House Community Center (FHCC) Campaign, in addition to the Friendship House Advisory Committee and CAPK Staff. During the Board meeting, staff will discuss the project and strategies to begin fundraising.

Attachment:
Friendship House Community Center – Collateral (draft)

[1] To have a reasonable estimate, CAPK will make the agency invest to hire an electrical engineer.

capk FOUNDATION

Who We Are

Friendship House (FHCC) provides educational services, afterschool recreation and summer enrichment to children from low-income families. The entire community benefits from resources such as food distribution, job training and an outreach center.

Our Impact

FHCC continues to evolve, reflecting and responding to the community's most pressing needs. Most recently, Friendship House identified an education gap created by COVID and filled that need by providing on-site-distance learning services. FHCC also provides an array of other services including youth mentoring, Medi-Cal outreach, and on-site WIC services.

Our History

Friendship House Community Center (FHCC) was launched in 1957 to provide social services to disadvantaged people living in Southeast Bakersfield. It became a catalyst for change in those low-income neighborhoods, triggering social, educational and community improvements. Leaders at Friendship House helped create a Target Area Program as part of President Lyndon Johnson's War on Poverty in the 1960's and that program became the seed that later grew into Community Action Partnership of Kern (CAPK), the county's official anti-poverty agency.

Years later, when Friendship House faced financial challenges, CAPK was able to bring the community center back into the family, provide a new building and continue Friendship House's powerful legacy of community change.

To learn more visit: capkfoundation.org

We Need You!

Create the Space

The FHCC sports field is critical to addressing the lack of green space in Southeast Bakersfield. But the property has been underutilized. Currently, the field is unprotected with no fencing to surround the area, and this poses a danger to the students and visitors on site. This fencing would serve as a barrier against the area's challenges. Some of these challenges include stray animals, trespassing, and the visitation of homeless individuals from the area. The proposed new steel-mesh fence will be equipped with anti-scale and anti-cutting features to better serve as a deterrent for damage or malicious intent. These modifications will create a safe green space and meeting site that will allow for recreational activity, sporting events, community gatherings, and more.

Light the Field

Lack of outdoor lighting has hindered FHCC's ability to utilize the outdoor sports facility to its full potential. This lighting would enable the community to use the field for a longer period throughout the day and enable community members to safely use the space in the evenings. The investment in lighting will provide further income opportunities for Friendship House through rental and lease opportunities by community partners. The facility could be used for private and corporate functions, fairs, and an array of other events.

"I love being able to come here to play with my two best friends, play dodgeball,' and hangout."
Ian 9

"I can't wait to be able to play on the playground more when it's dark outside."
Isabella 9

Friendship House Community Center Campaign
Donor Form

CHECK

Enclosed is my gift of $________ payable to:

Community Action Partnership of Kern
5005 Business Park Drive, Bakersfield, Ca 93309

CREDIT CARD

Card Number____________________________
Exp date_________ Security Code ________
Name on card___________________________
Billing Address______________________________________

I authorize CAPK to debit my credit card account

*Signature*___________________________ Date ___________

DONOR INFORMATION

Name____
Address_____________________________ City_________________ State _____
Email___________________________ Phone _______________________

Please list my name(s) or organization as follows for donor recognition materials:

____

I (we) would like to remain anonymous

MATCHING GIFTS

My (our) gift will be matched by: ____________________________________
Contact Information ____

Thank you for your support!
Please submit this form to Director of Administration Pritika Ram,
5005 Business Park North,
Bakersfield, CA 93309 or pram@capk.org

5005 Business Park North, Bakersfield, CA 93309 (661) 336-5236 / Fax (661) 322-2237
Tax I.D. # 95-2402760

BOARD OF DIRECTORS

2022 BOARD & STANDING COMMITTEE MEETING CALENDAR

MONTH	EXECUTIVE COMMITTEE	BOARD MEETINGS
TIME	12:00 pm – 1:00 pm	12:00 pm – 1:00 pm
January		1/25
February		2/22
March		3/29
April		4/26
May		5/31
June		6/28
July	07/26	
August		8/30
September		9/27
October		10/25
November		11/29
December	12/13	

❖ Board of Director Meetings and Committee Meetings are generally held at the Community Action Partnership or Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA. Notice of change in meeting location will be given in advance.

❖ Community Action Partnership of Kern Foundation follows the meeting guidelines of the Ralph M. Brown Act. All meetings are open to the public.

Notes:

❖ No Standing Committee or Board meetings are scheduled in July & December. All items will be heard at the Executive Committee meetings.

11/23/21

MEMORANDUM

To: Board of Directors

From: Lisa Gonzales, Program Governance Coordinator

Date: February 23, 2022

Subject: *Agenda Item VII(a)*: February Policy Council Report – **Action Item**

The Policy Council met on January 25, 2021, at which time quorum was established. This meeting was conducted via teleconference as per California Governor Executive Order N-25-20.

There were no new business items brought to the Council for consideration. However, an insightful presentation was provided by Robert Schrader, Family Advocate and Chief Branding Officer of Y-Empowerment. Information was offered regarding various services the organization provides to Kern County children and their families. There was also information shared on a recent event in which Mr. Shrader walked from San Francisco to New York in an effort to raise awareness about child abuse.

An additional presentation was shared with the Council which provided members with information on how to locate COVID-19 test sites as well as vaccination sites. This information was provided for Kern County as well as San Joaquin County.

The next Policy Council meeting is scheduled for March 22, 2022.

Recommendation:
The Policy Council requests Board approval of the February Report and the Policy Council meeting minutes from January 25. 2022.

Attachment:
Policy Council Meeting Minutes from January 25, 2022.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES
January 25, 2022
Teleconference ID: 645 627 675#
Per Governor's Executive Order N-25-20

1. Call to Order
   Andrea Martinez called the meeting to order at 5:32 p.m.
   a. Policy Council Secretary Monique Davis conducted roll call; quorum was established.
   Policy Council Members Present: Dominique Bassi, Jimmie Childress, Monique Davis, Isabelle Diaz, Nila Hogan, Andrea Martinez, Ashely McAllister, Jasmine Ponce, Pablo Reyes

2. Public Comments
   The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the Policy Council will take no action other than that referring the item(s) to staff for study and analysis. ***Speakers are limited to three minutes each****. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.*
   None

3. Standing Committee Reports
   a. School Readiness Committee
      The current school readiness goal is *approaches to learning*. The preschool lesson plan is the exercise study; infant toddler study is balls. Developmental Profile Assessments have been completed; parent conferences were held this month (January) as well. Parents are encouraged to complete the DRDP Parent Observation form to help support this process. ReadyRosie workshops will continue for both Kern and San Joaquin Counties with flyers distributed monthly as well as shared through the Learning Genie application. The first Policy Council School Readiness Committee Meeting will be held on February 10, 2022. The presentation will be on Education and the speaker will be Amanda Espitia.
   b. Planning Committee
      The Policy Council Planning Committee met on January 4, 2022; quorum was established. The roles and responsibilities of the committee were shared. The committee reviewed the Program Review and Evaluation report. This included enrollment information for the months of October and November for all Head Start program options. Additionally, the Child Adult Care Food Program (CACFP) report was shared noting over 50,000 meals were prepared by the Central Kitchen during the months of October and November respectively. The proposed Planning Committee meeting schedule was presented and subsequently approved by members.
   c. Budget & Finance Committee
      The Budget and Finance Committee met on January 18, 2022. Budget to actual information for all grants, as well as American Rescue funding information was shared with the committee. All this information is also included in the Policy Council packet. The subcommittee meeting dates and times for the term were discussed. Members voted to conduct meetings on the third Tuesday of each month at 6:00 p.m.
   d. Bylaws Committee
      The Bylaws Committee will have its first meeting of the term on February 8, 2022. The Policy Council Bylaws were last updated and approved by the Board of Directors and Policy Council in September of 2021. The committee will review this document section by section to gain a better understanding, to ensure the document is meeting requirements and needs of the Council as well as to see if any additional revisions are necessary. As is the case for all meetings, the Bylaws Committee is open to any guests who wish to attend.

4. Presentations
   a. Y-Empowerment, Helping Kern County Families – Robert Schrader, Family Advocate and Chief Branding Officer, Y-Empowerment
      Robert spoke about The Walk, stating it was a program/event Y-Empowerment came up with the hope

to help spread awareness about child abuse. The Walk consisted of Robert walking from San Francisco to New York spreading awareness across the entire United States of America. He spoke about connecting with people along the way and speaking with them, many who were themselves survivors or have family members who this personally affected by child abuse. When sharing child abuse statistics with members from other towns/cities Robert was always interested to see how Kern County faired, were our stats higher or lower? If the given community's numbers were lower, he was interested is finding out what they were doing to combat this issue in hopes to bring change to Kern County and lower the statistics. Robert added that he interacted via social media with those following The Walk. He also shared personal anecdotes he experienced along the way. He talked of spending time with Representative Kevin McCarthy and sharing the vision and journey of The Walk with him. Robert stated the mission of Y-Empowerment is to help families who have experienced domestic violence or those who strive to overcome adversities. There is a focus on helping children become healthy and supportive survivors through social interactions and education. Y-Empowerment provides services for children who have experienced abuse, witnessed domestic violence, or have parents are or have been incarcerated. This is done through youth mentoring, social interaction, education and self-empowerment through daily workshops, retreats, and camps. In closing the website for Y-Empowerment was shared with members in the event they would like to access resources or more information about the services offered.

b. COVID-19 Vaccination Clinics – Alan Rodriguez, Health and Nutrition Manager
Alan shared the Kern County Public Health COVID-19 vaccination map which shows residents where they can receive a vaccination, the requirements, as well as the type of vaccination the location is administering. He showed members how they can find a location close to their community. Alan also shared with members a site similar in use which provides information on locations for COVID-19 testing sites. Information was provided regarding vaccination clinics for children 5 years and older as well. This is a program taking place during the month of January and is conducted by Kern County Public Health in collaboration with the Boys and Girls Club. Alan shared with members they can find this information and much more on the Kern County Public Health website. The link for San Joaquin County was also shared by staff. Appreciation was expressed by member Isabelle Diaz for the updates to the agency COVID-19 health protocol, stating it was of great relief to he personally and she is sure the update will be helpful for other working parents also.

5. <u>Consent Agenda</u> *ACTION

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

a. Policy Council Meeting Minutes – December 21, 2021 (English/Spanish)
b. Planning Committee Minutes – January 4, 2022 (English/Spanish)
c. Kern Head Start Budget vs. Actual Expenditures, March 1, 2021, to December 31, 2021
d. Kern Early Head Start Budget vs. Actual Expenditures, March 1, 2021, to December 31, 2021
e. San Joaquin Early Head Start Budget vs. Actual Expenditures, February 1, 2021, to December 31, 2021
f. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures, March 1, 2021, to December 31, 2021
g. American Rescue Funding Expenditures April 1, 201 to December 31, 2021
h. Parent Local Travel & Childcare through December 31, 2021
i. Parent Activity Funds through December 31, 2021
j. Kern Head Start and Early Head Start Non-Federal Report, March 1, 2021, to December 31, 2021
k. San Joaquin Early Head Start Non-Federal Report, March 1, 2021, to December 31, 2021
l. Head Start Program Review Evaluation (PRE) Report – January
m. Boys & Girls Club COVID-19 Vaccination Clinic – January 2022
n. Children's Mobile Clinic – February 2022 (English/Spanish)
o. Monthly Parent Training with Dr. Kirk – Head Start Wellness

p. How to Teach Your Child to Take Turns – Backpack Connection Series (English/Spanish)
q. Head Start Recruitment Flyer
r. Home Visiting Program Flyer
s. Planning Committee Meeting Dates
t. Policy Council Meeting Dates
Motion was made by Pablo Reyes to approve consent items (a) through (t); seconded by Dominique Bassi. Motion carried unanimously.

6. New Business *ACTION
   a. None

7. Standing Reports
   a. Program Governance – Lisa Gonzales, Program Governance Coordinator
   Lisa thanked everyone, Policy Council members and staff alike for attending tonight's meeting noting that is may look like a small group however all members are present this evening. She added that it was nice to see everyone's face on the screen and to see all the Policy Council shirts being worn by members. Lisa reminded members they are also a member of their respective Regional Parent Committees adding that is how they were elected to serve on the Council. She shared that in hopes to acquire other members, there will be Regional Parent Committee meetings held on February 16, 2022 and February 17, 2022. Lisa shared there are 25 seats on Policy Council with only 10 currently filled. Members were asked to share and encourage fellow parents to participate with the hope to grow the Council. In closing Lisa again thanked members for their time and asked that they continue with best practice health and safety measures for themselves, their families, and others around them.
   b. Community Representative – Nila Hogan
   Nila stated that in lieu of being repetitive she would not share the Boys and Girls club testing information and is pleased it was shared earlier in the evening and included in the packet. She also spoke about her experience in using this resource personally. Nila added there will be a welcome home event for Robert where he will share more about his journey on The Walk and its mission. This event will take place on January 28, 2022 at 6:00 p.m. Attendees will also learn more about the programs offered by Y-Empowerment.
   c. Early Head Start San Joaquin – Nicole Nino, EHS San Joaquin, Family Engagement Specialist & Home Base Coordinator
   Nicole shared that the monthly s'more was sent in early January which included information about the Pyramid Model as it relates to social emotional development as well as exemplary videos and parent handouts. The newsletter has had 154 views to date. The monthly father, family engagement activity was, to make a family vision board. Families were provided the materials necessary to create their board. In creating their family vision board parents were able to share their family goals and dreams as well as what they'd like to achieve for the 2022 new year. There were many family goals shared related to various topics including employment, education, fitness, wellness, health, nutrition and more. The January food experience was to make a snowman. Facilitated by staff, children used round crackers, cheese, berries, carrots, zucchini and more to make their own snowman. This activity allowed children to explore the different textures, colors, and smells of all the ingredients used for this food experience.
   d. Early Head Start Partnership – Jasmine Ponce
   Early Head Start Partnership Coordinator, Nicole Callahan provided this report on behalf of Jasmine Ponce. Nicole shared the Bakersfield College Center had a licensing visit in January with no deficiencies reported. It was also shared Garden Pathways will be closed on January 31, 2022 for a full day of in-service; teaching staff will have the opportunity to participate in professional development and team building. Construction on the infant classroom at La Escuelita Hernandez is complete and awaiting a licensing inspection. A grand opening ceremony is planned for February 24, 2022 with the public invited to attend. Nicole shared there are 38 partnership families enrolled in ReadyRosie; Family Advocates have provided approximately 495 family resources to date.
   e. Board of Directors – Jimmie Childress, CAPK Board Member
   Nothing to report at this time.

f. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director
Jerry Meade, Assistant Director provided this report on behalf of Yolanda Gonzales. Jerry spoke to the most recent surge of COVID-19 in our communities stating it has been traumatic as it relates to our services and the ability to provide consistent and reliable services. He expressed appreciation for the patience asked for in advance as we work through the current surge. The health and safety of staff and families are of utmost importance and protocols will continue to be followed to ensure the health and safety of those we serve as well as those who serve our communities. Jerry shared in working through this most recent surge there has been a significant increase in closures of classrooms and services across program in both Kern and San Joaquin Counties; last week alone there were 82 classroom closures. Jerry clarified this includes classrooms not yet open due to lack of staffing as well as COVID closures due to exposure or potential exposure. Jerry stated that everyone is still working diligently to keep every classroom open that we can, every home-based service open and available when possible and safe to do so; we will remain committed to doing that moving forward. It was also pointed out there is a notable staffing shortage, especially in some of our rural communities. It is very difficult to find qualified staff; there are currently 38 job requisitions open. Jerry added through our grant consolidation, which will begin on March 1, 2022 we are funded for 737 positions in the Head Start division and we currently employ 596 staff. There are 141 positions open and available to fill within the program. Jerry acknowledged that this is a shocking number to all and reassured the Council staff are working towards our commitment to onboard new staff members as soon as possible and as diligently possible to ensure services continue for all programs. Staff are working closely with the human resource department, funding resources and finance to develop practices to support this. Jerry also shared enrollment has been growing very slowly but is moving in the right direction. The trend at this time is the waitlists are increasing more than children are being enrolled in the program. This is due to the ack of staffing and the ability to onboard or open classrooms. Jerry shared the Council will be kept posted on the progress moving forward. It was stated the Focus Area 2 federal review will take place in February and will occur prior to the next Policy Council meeting. The review team will be here for four days and will be reviewing all grants, Kern, San Joaquin, and the Partnership. Jerry provided a brief overview as to the purpose of the review and the way it will be conducted. He noted there is a component regarding the governing body and Policy Council. He added more information will be provided when the dates for these conversations with the reviewers have been confirmed. In closing Jerry stated Yolanda wanted to him to convey how much the Council's work and support of the program is appreciated. Members were thanked for their time and reminded to stay safe.

8. <u>Policy Council Chairperson Report</u>
Andrea stated she knows this is a difficult time, but she is appreciative of the agency's efforts to continue to provide services and support to families. She shared that she was pleased with tonight's meeting turnout and with most having their cameras on, wearing their Policy Council shirts. Andrea expressed the importance in continuing to be safe, get vaccinated and boosted to ensure we all do our part in keeping our centers open and keeping everyone healthy.

9. <u>Policy Council Member Comments</u>
Members were provided an opportunity to share comments. Isabelle Diaz made members aware that she posted information (a flyer) in the chat box about the Housing Authority and the rental and utility assistance available for low-income families. Jasmine Ponce inquired about specific areas as related to the information shared by Isabelle. She also inquired about the mandate requiring children 2 years and older to wear masks. Jasmine asked staff to elaborate as to how that is going to take place and concern was expressed that the masks may be too large for a child. Jerry spoke to the Head Start ruling Jasmine referenced adding we must, to the best of our ability encourage two-year old's as well as older children to wear their masks and we do understand it may be a bit challenge. Jerry also noted children will be provided masks specifically designed for children, which are much smaller in size. He also reiterated this is a mandate passed on from the office of Head Start to all grantees. It was also shared that masks for children are available at all centers including our partnerships. Andrea stated that she is pleased at the new mask mandate adding that her little one is 5 years old and doesn't get a lot of practice wearing a mask but is now wearing one. Pablo Reyes shared that he is appreciative to CAPK staff. He stated working in the high schools he is also aware of the surge noting there was one high school with 300 students out

due to COVID. Pablo shared that he sees it from the other end of the age spectrum and wanted to thank CAPK staff for doing all they can to keep centers open as much as possible noting it is a challenge and he is appreciative of all the work staff does.

10. Next Scheduled Meeting
    The next meeting will be held on February 22, 2022, at 5:30 p.m.

11. Adjournment
    Chairperson, Andrea Martinez adjourned the meeting at 6:41 p.m.