DATE	May 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: 427 528 772#

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

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

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 #2022-18 ***(p. 4-5)***

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. Special Presentation

Retirement of Joni Barlow presented by Yolanda Gonzales, Director of Head Start / State Child Development

V. 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 April 27, 2022, Board of Directors Meeting *(p. 6-10)***
b. **Minutes from the May 11, 2022, Program Review & Evaluation Committee Meeting *(p. 11-13)***
c. M Street Navigation Center Safe Camping Presentation ***(p. 14-22)***
d. April 2022 Program Reports ***(p. 23-55)***
e. Application Status Report & Funding Profiles ***(p. 56-62)***
f. April 2022 Head Start / State Child Development Enrollment Update & Meals Report ***(p. 63-64)***
g. Strategic Plan Update, Goals 1 & 2 – ***(p. 65-69)***

h. **Minutes from the May 18, 2022, Budget & Finance Committee Meeting *(p. 70-73)***
i. Head Start / Early Head Start Budget to Actual Reports for April 2022 – ***(p. 74-81)***
j. Head Start and Early Head Start Kern Carryover Request 2022 ***(p. 82-84)***
k. Funding Increase Request for a Cost-of-Living Adjustment (COLA) – ***(p. 85-87)***
l. Home Visiting Program 2022-2024 Contract with KCDHS – ***(p. 88)***
m. April 2022 Financial Statements - ***(p. 89-147)***

VI. New Business

a. Board Recruitment Results for the Low-Income Sector Metro Bakersfield Representative and South Kern Representative – ***Action Item (p. 148)***	Pritika Ram, Director of Administration
b. Governing Board Bylaws Review - ***Action Item (p. 149-169)***	Pritika Ram, Director of Administration
c. FY 2021=2022 Program Self Evaluations (CMAP, CCTR, CMIG and CSPP) – ***Info Item (p. 170-185)***	Sylvia Ortega, Quality Assurance Administrator Laura Porta, MCAP Program Manager
d. 2021-2022 Learning Outcomes – ***Info Item (p. 186)***	Carolyn Coffey, Administrator of Education & Support Services
e. 2022-2024 Home Visiting Program Contract with Kern County Department of Human Services (DHS) – ***Action Item (p. 187-225)***	Jerry Meade, Assistant Director of Head Start - Program
f. Early Head Start Lease Agreement: J Street, Lathrup – ***Action Item (p. 226-233)***	Jerry Meade, Assistant Director of Head Start - Program
g. Security Contractor for Safe Camping / Safe Parking – ***Action Item (p. 234-250)***	Emilio Wagner, Director of Operations
h. Amendment to Agreement 2021-187 with City of Bakersfield –Food Bank Expansion – ***Action Item (p. 251-258)***	Emilio Wagner, Director of Operations
i. 2022-2023 Kern County Assessment Food Availability, Access, and Affordability – ***Info Item (p. 259-274)***	Vanessa Cortez, Senior Community Development Specialist

VII. Advisory Board Reports

a. Head Start Policy Council Report – ***Action Item (p. 275-281)*** 1. May 2022 Policy Council Report 2. April 26, 2022, Policy Council Minutes	Nila Hogan, PC Representative

VIII. Chief Executive Officer Report

a. CEO Report for May 2022 – ***Info Item*** 1. COVID-19 Update	Jeremy Tobias, Chief Executive Officer

IX. Board Member Comments

X. Closed Session

a. Conference with Legal Counsel – Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9) Blackwell v. CAPK, Kern County Superior Court, Case Number BCV-20-103035

b. Conference with Legal Counsel – Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9) James v. CAPK, Kern County Superior Court Case Number BCV-22-100130

c. Conference with Legal Counsel – Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9) Ruiz v. CAPK, Kern County Superior Court Case Number BCV-21-101045

d. Conference with Legal Counsel – Potential Litigation (one case) (Paragraph (1) of Subdivision (d) of Section 54956.9)

e. Reconvene into Open Session

XI. Closed Session Report

XII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, June 29, 2022
5005 Business Park North
Bakersfield, CA 93309

XIII. 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, May 20, 2022. Paula Daoutis, Administrative Coordinator.

RESOLUTION 2022-18

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 May 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 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 25th day of May 2022.

Fred Plane Chair
CAPK Board of Directors

Date

DATE	April 27, 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: 860 574 673#

Board of Directors Meeting Minutes

Per Governor's Executive Order N-25-20 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

Chairman Fred Plane 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: Fred Plane (Chair), Maritza Jimenez (Vice Chair), Ana Vigil (Secretary), Janea Benton (Treasurer) (joined at 12:15 pm), Jimmie Childress, Curtis Floyd, Craig Henderson, Nila Hogan, Michelle Jara-Rangel, Mike Maggard (joined at 12:10 pm), Jonathan Mullings, Yolanda Ochoa (left at 1:16 pm), Marian Panos (joined at 12:04 pm), Guadalupe Perez (joined at 12:04 pm)

Absent: Joe Garcia

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

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***

Craig Henderson asked for clarification about when it will be possible to meet in-person with a hybrid option. Jeremy Tobias said that he will review the options with the Board under item Vi(c) below.

Motion was made and seconded to approve Resolution #2022-15. Carried by unanimous vote (Hogan/Vigil).

III. Introduction of Guests / Public Forum

No one addressed the Board.

IV. Special Presentation

a. Inaugural Wendy Wayne Day of Service Presentation by Savannah Maldonado, Resource & Outreach Coordinator.

Savannah Maldonado provided a video presentation that highlighted this first-time volunteer event.

b. 2022 Read Across America Celebration Presentation by Leslie Mitchell, Head Start Assistant Director, Education.

Leslie Mitchell provided a video presentation that showcased Board Members, staff and individuals in the community who volunteered their time to read to the children at the various Head Start / Early Head Start centers.

V. Consent Agenda

Board Chair Fred Plane 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 (Hogan/Benton).

VI. New Business

a. HS/EHS Funding Guidance Letter for COLA and Quality Improvement Funding – Jerry Meade, Head Start Assistant Director, Program – ***Info Item***

Jerry Meade reported the Head Start and State Child Development Division has received funding guidance for the 2022 Cost of Living Adjustment and Quality Improvement Funding. The increase in funding includes a COLA adjustment of 2.28% and additional funds for quality improvement for Head Start grantees. CAPK will receive an additional $938,929 in annual funding and adjustments will be made to the existing grant. Jerry said that the program staff is collaborating with Finance to develop the budget revision and to determine the most appropriate use of the quality improvement funding. The funding application is due on June 1, 2022, and staff will bring this item back to the Board in May as an action item for approval.

b. Office of Head Start Monitoring Review – Yolanda Gonzales, Director of Head Start / State Child Development – ***Info Item***

At the request of the Audit & Pension Committee, Yolanda Gonzales presented the above info item and provided a summary of the Head Start Monitoring Review.

c. Return to In-Person Meeting Discussion – Jeremy Tobias, Chief Executive Officer – ***Info Item***

Jeremy Tobias reviewed the poll taken in March and presented options for returning to in-person/hybrid meetings:

a. Continue to meet remotely.
b. Return to in-person meetings with no hybrid option.
c. Offer a hybrid option to allow those wishing to continue remote meetings, while others attend in person.
d. Keep Committee meetings remote, only return to in-person for Board Meetings.

Jeremy said that there are other considerations as there is still a vaccine mandate in place, and board members would need to show proof of vaccination or an exemption, and any member that is not vaccinated and exempt, would be required to test prior to the board meeting. Social distancing options can be made available with a limited audience, reduced to only staff presenting or guests, and others

could view online, and for safety purposes a boxed lunch would be provided to those in attendance. Jeremy emphasized that with AB 361 in place, it is the Board's decision on how to proceed.

Fred Plane said that if the Board decides on a hybrid option, the adoption of the AB 361 Resolution still requires roll call votes.

Maritza Jimenez said virtual has been working very well and prefers to remain virtual as long as we are able.

Ana Vigil agrees with Maritza, it is easier and said that her job does not allow her to attend in-person meetings at this time.

Yolanda Ochoa said she prefers in-person meetings, as it is often difficult for her to remotely connect to the meetings.

Lupe Perez said she would like to return to in-person meetings but would like to offer a hybrid option. Lupe also said she likes the idea of having the committee meetings be virtual and the in-person / hybrid option for the board meetings.

Mike Maggard likes the hybrid option but asked what is easier for staff.

Jeremy Tobias said that from a purely functional perspective, virtual meetings are easier because it takes less staff time. The hybrid option would require more staff time, but it is still a valid option and would not be too burdensome on staff.

Mike Maggard said he would like to continue with the virtual only option for another 6 months and re-evaluate.

Marian Panos said she likes the virtual option and would vote to remain virtual.

Yolanda Ochoa said it is hard for her to participate given her lack of signal opportunities in the area where she lives.

Craig Henderson said that we have a commitment to the organization to meet in person, and feels the Board needs to meet in person.

Curtis Floyd said we should probably keep it virtual for another few months to be cautious and suggested that the Board evaluate how productive the meetings have been. Curtis further said that there will be a time when the Board is mandated to return to in-person, but for now, his vote is to remain virtual.

Fred Plane said he is okay with the hybrid option but through his teaching, has experienced a COVID exposure during a hybrid class. Fred said that since there is a break in July, he recommends that staff re-poll the Board with only two options beginning in August. The options are hybrid or remain virtual.

VII. CAPK Foundation Report

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

Pritika Ram reported that there was no Foundation meeting in the month of April and requested approval of the March 29, 2022, minutes.

Pritika said the next meeting of the Foundation Board will be an in-person meeting at Friendship House on May 31st. The Director of Development recruitment is ongoing and additional candidates have been identified for further evaluation.

Fred Plane complimented the staff for the event at the Food Bank with Congressman Valadao.

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

VIII. 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 April 2022 meeting were approved.

Motion was made and seconded to approve the April 2022 Policy Council report and all items. Carried by unanimous vote (Panos/Perez).

b. Friendship House Community Center Advisory Board Report – Freddy Hernandez, Director of Youth & Community Services – ***Info Item***

Freddy Hernandez reported that the Friendship House Advisory Board met to discuss a five-year plan and how to best create collaboration projects with the southeast community. Freddy also reported that the Ad-Hoc committee met to discuss the lighting and fencing project, which is pending the outcome of the procurement process.

IX. Chief Executive Officer Report

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

1. COVID-19 Update

Jeremy Tobias provided an update on COVID-19 and said the spike in January was the largest of the waves to impact the agency, but the case counts dropped very quickly. A few cases have emerged in April, and it is expected we may have more cases in the future. Masks are strongly encouraged, but not mandated, unless you are at one of the required facilities. New surges are increasing in other areas so we will keep watching the trends.

President Biden has initiated economic sanctions against Russia, and the California Governor followed that with an Executive Order. Staff is working with our retirement plan consultant Pensionmark to ensure any investments in our plans do not violate the sanctions. Initial feedback is good, but they are taking a deeper dive and will make sure we remain in compliance with the executive order.

X. Board Member Comments

- No comments.

XI. Closed Session

Motion was made and seconded to convene into closed session at 1:16 pm. Carried by unanimous vote (Henderson/Benton).

a. Conference with Labor Negotiators (Government Code Section 54957.6)

Agency designated representatives: Jeremy Tobias, Tracy Webster, Traco Matthews, and Lisa McGranahan

Employee Organization: SEIU Local 521

The Board reconvened into Open Session at 1:38 pm.

XII. Closed Session Report

Fred Plane provided the closed session report and said the Board provided guidance for the ongoing contract negotiations.

XIII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, May 25, 2022
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

The meeting was adjourned at 1:39 pm.

DATE	May 11, 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: 160 427 137#

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 Ana Vigil called the meeting to order at 12:01 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: Ana Vigil (Chair), Jimmie Childress, Michelle Jara-Rangel, and Marian Panos

   Absent: Yolanda Ochoa

   Others Present: Jeremy Tobias (CEO), Freddy Hernandez (Director of Youth & Community Services), Rebecca Moreno (Director of Community Development), Susana Magana (Director of Health & Nutrition), Traco Matthews (Chief Program Officer), Tracy Webster (Chief Financial Officer); and other CAPK staff

3. **Public Comments**

   No one addressed the Committee.

4. **Program Presentation**

   a. M Street Navigation Center Safe Camping Program Presentation – Laurie Hughey, Program Manager

      Laurie Hughey provided a presentation about Safe Camping which gave an overview of the program.

      Ana Vigil asked if the Navigation Center anticipates participants to refuse to give intake information; Laurie Hughey does anticipate this and advises that they only need the person's name get them entered into the HMIS system.

      Michelle Jara-Rangel asked if the homeless will be able to keep their tents, sleeping bags, and mats when they depart. Laurie Hughey stated that yes, they do anticipate residents taking them when they leave.

5. **New Business**

   a. April 2022 Program Reports – Pritika Ram, Director of Administration

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

Marian Panos noticed that the progress under Energy Assistance was very low at 52%, and given that the grant ends June 30th, 2022, she questioned the data. Wilfredo Cruz advised that percentage is a typo, and they are around 75-80% complete.

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

b. April 2022 Application Status Report – Vanessa Cortez, Senior Community Development Specialist

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/Childress).

c. April 2022 Head Start/State Child Development Enrollment Update & Meals Report - Robert Espinosa, PDM Administrator

Robert Espinosa presented the above report for approval.

Marian Panos asked if CAPK is going to collaborate with the school district regarding the new eligibility criteria. Robert Espinosa advised that the staff is planning to collaborate as well as look back to past applications and update those to see who are eligible now.

Marian Panos congratulated CAPK on the Reading Rosie program.

Michelle Jara-Rangel asked if staff will require individuals to provide new passport and verification for services regarding applications and Robert Espinosa advised that they need to show documentation for just the CalFresh aspect of it and that staff will be updating the records to make sure everything is correct.

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

d. Strategic Plan Update - Goal Group #1 – Susana Magana, Director of Health & Nutrition; Goal Group #2 – Freddy Hernandez, Director of Youth & Community Services

Susana Magana and Freddy Hernandez presented the above info items and provided updates on the progress.

6. <u>Committee Member Comments</u>

None.

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

Program Review & Evaluation Committee
12:00 pm
Wednesday, June 15, 2022
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 12:52 pm.

capk

Community Action Partnership of Kern

























Helping People...Changing Lives.

OPERATOR

County of Kern Homeless Navigation Center

M Street Navigation Center

2900 M Street

Bakersfield, California 93301

Ending the Homeless Crisis in Kern

Safe Camping/Parking

- Kern County Ordinance Chapter 8.3, title 2
- Prohibits camping, sitting or laying down with the intent to camp in public areas such as sidewalks, streets, allies, doorways and entrances to buildings in such a way to obstruct vehicular traffic or pedestrian access as required under ADA 1990
- In December of 2021, Kern County Passed the “No Camping Ordinance” therefore M Street has provided a safe designated area for people experiencing homelessness to provide a temporary safe refuge

Ending the Homeless Crisis in Kern

Program Summary

- 35-45 spaces
- Adults 18 & Up
- 3 meals, “10x15” space, personal items, shower services, pet allowed, mental health, security 24/7
- Designated staffing for camping area 24/7
- Medical/Dental Services
- Outreach
- Camping Supplies (tents, sleeping bags, mats,)

Safe Camping/ Parking Update

- Paving Completed
- Reinforcing fencing
- Guard shack in place, electrical conduit pending
- Knight's Portable Restrooms and hand-washing stations reserved
- Tents, sleeping bags and mats purchased
- 5/6 Additional shelter workers going through the on-boarding process
- Security contracts under review, per procurement bidding process
- 24/7 surveillance for safe camping/overnight parking

Goals of the Program

- Build trust
- Community Engagement
- Support local business with providing alternatives
- Provide a safe place for individuals who are shelter resistant
- Connect individuals to services to eventually transition to permanent housing or shelter environment

Community Action Partnership of Kern







Changing Lives.



QUESTIONS?

THANK YOU—

Community Action Partnership of Kern

M Street Program Manager:
Laurie Hughey
(661) 501-2601, lhughey@capk.org

APRIL 2022 Program Monthly Reports

PRE Committee MAY 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	April-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	Homelessness Assistance	Food Pantries	Utility Payment Assistance
Top 3 Unmet Needs	Homelessness Assistance	Homeless shelters	Low Income Housing

Information and Referral Services Calls Handled	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Kern County (SRV 7c)	6,448	28,585	90,000	86%	32%
Kings County (SRV 7c)	164	807	4,000	49%	20%
Tulare County (SRV 7c)	693	2,990	18,000	46%	17%
Stanislaus County (SRV 7c)	699	3,230	19,200	44%	17%
Fresno & Madera	2,471	12,182	20,000	148%	61%
Merced & Mariposa (*effective March 2022*)	51	78	500	122%	16%
Total I&R Calls Handled	**10,526**	**47,872**	**151,700**	**83%**	32%

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.	14	1.4	**(5.91)**

Grant Funded Services	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
CalFresh Application (SRV 7b & SRV 7c)	12	64	300	48%	21%
Medi-Cal Application (SRV 7b & SRV 7c)	3	40	100	36%	40%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)	29	73	300	116%	24%

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)*	22,805	83,617	225,000	122%	37%

Other Calls	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
LIHEAP (SRV 7b & SRV 7c)	2,938	12,969	45,000	78%	29%
Mental Health (SRV 7c)	169	892	3,700	55%	24%
Health and Human Service Referrals	6,706	28,764	110,000	73%	26%
Total Other Services	9,813	42,625	158,700		

Community Action Partnership of Kern
Monthly Report 2022

Explanation (Over/Under Goal Progress)	
With the addition of the second development specialist we saw an increase in Ages and Stages New Children Screened. We are exceeding in call handling for the counties of Fresno/Madera and Merced/Mariposa. Tulare/Stanislaus and Kings County continue to see a need for 2-1-1 services even though the count is lower than other counties.	
Program Strategic Goals	**Progress Towards Goal**
1. Recruitment and Retention of staff	The Help Me Grow team is complete with the addition of our second Development Specialist. We did have two I&R Specialist give notice, but we currently have staff requisitions out and are actively recruiting to fill the vacancies.
2. Contract Retention	Contract retention continues to be a focus of the 2-1-1 program. We continue to maintain strong partnerships to facilitate ongoing retention.
3. TBD	
Program Highlights	
2-1-1 completed the final step in the AIRS re-accreditation. The virtual site visit was held on 4/26/22. At the time of this report, we are pending a final report from AIRS. With the addition of our second Development Specialist, we look forward to an increase in new children screened. We have ramped up outreach effort not only for Help Me Grow, but for 2-1-1 as a whole.	

Community Action Partnership of Kern
Monthly Report 2022

Month	April-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	1,021	4,107	10,000	123%	41%
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	937	3,663	7,800	144%	47%
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 97 calls reported above.

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

Program Highlights

Month	April-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)	95	408	950	120%	43%
Pets (i.e., kennel, emotional support assistance and service pet)	9	38	170	64%	22%
Residents Under 90 days length of stay	65	280	500	156%	56%
Exits to Permanent Housing (FNPI 4b)	15	39	96	188%	41%
Exits-Self	8	47	180	53%	26%
Exits-Involuntary	65	251	400	195%	63%
Case Management Services (SRV 7a)	680	3,459	3,000	272%	115%
Critical Incidents	17	88	360	57%	24%
Shelter Residents Meals (SRV 5ii)	5,005	17,809	60,000	100%	30%
Number of Volunteers *(duplicated)*	42	161	175	288%	92%
Volunteers Hours *(duplicated)*	186	502	1,500	149%	33%

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.).	5 participating in the cohort 6 of project hire-up, 6 attended the financial literacy class on credit, 2 attended Be finally free class on forgiveness
2. Develop Encampment/Overnight parking program at Navigation location.	Fencing to start early May, sleeping bags, tents, mats have been purchased, guard shack placed, rent a toilet and hand washing stations on reserve until fencing is complete, 5/6 staff hired and going through on-boarding process, MOU's have been submitted for review, P & P submitted for review.
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.	Job descriptions have been submitted for review, differential pay has been approved for staff working PM & overnight shifts, meeting with HR/shelter staff on May 15th to discuss job duties for reclassification.

Program Highlights

Race Demographic	Month
18 - 24	11
25 - 34	35
35 - 44	53
45 - 54	34
55 - 61	22
62+	25
Total:	**180**

Race Demographic	Month
American Indian or Alaska Native	9
Asian	2
Black or African American	42
Native Hawaiian or Other Pacific Islander	1
White	119
Multiple races	6
Client Don't know / Refused	2
No Answer	
Total:	**181**

Gender	Month
Female	66
Male	113
Trans Female (MTF or Male to Female)	
Trans Male (FTM or Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	2
Client doesn't know	
Client refused	
No Answer	
Total:	**181**

Zip Code	Month		
93301	36	93561	1
93304	30	93274	1
93305	26	93291	1
93306	8	93280	2
93307	19	92398	1
93308	16	93201	1
93309	7	93203	1
93312	1	93204	1
93313	3		
93314			
93212			
93206	2		
91911	1		
93215	1		
93710	1		
95023	1		
90003	1		
90044	1		
93250	1		
92675	1		
93454	1		
Unspecified	15		
Total	**181**		

Community Action Partnership of Kern
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Month	April-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	66	120	140%	55%
FNPI 4e. The number of individuals who avoided eviction.	14	66	120	140%	55%
Housing for the Harvest	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
SRV 5hh Incentives (COVID-19 Self-Isolation Incentive)	6	43	300	24%	14%
FNPI 3h. The number of individuals engaged with the Community Action Agency who report improved financial well-being.	6	43	300	24%	14%
Housing Authority RUP Referrals	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Referrals Received	85	477	800	128%	60%
FNPI 4e. The number of individuals who avoided eviction.	5	24	80	75%	30%

Explanation (Over/Under Goal Progress)

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.	- HOME TBRA with the City of Bakersfield may still be possible as an additional rental assistance program. - CAPK Submitted feedback on HHAP-3 funding through BKRHC. - We are looking into Cal AIM for housing assistance.

Eviction Prevention	Ian is setting meeting and developing a program proposal for eviction defense and prevention. This need was included in feedback for HHAP-3. Meetings also identified Cal AIM as a potential funding source, similar to Alameda County.

Program Highlights

The rental assistance team is finally fully staffed. We have started holding weekly team meetings to stay in communication. Staff seem to enjoy working together and the atmosphere is positive. We are also ramping up out outreach efforts now that staff has been hired and equipment has been purchased.



Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

Community Action Partnership of Kern
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Month	April-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)	39	182	7,000	7%	3%
Kern County Superintendent of Schools (KCSOS)	467	1,443	1,000	560%	144%
Kernville Unified School District (KUSD)	155	474	1,000	186%	47%
Lamont Elementary School District (LESD)	174	575	1,000	209%	58%
Collaborate with SNAP-Ed approved Collaboratives to improve opportunities for the SNAP-Ed eligible population to have healthy choices (duplicated).	6	25			
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.	1669	5,498	10,000	200%	55%

Explanation (Over/Under Goal Progress)

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.	CAPK CalFresh Healthy Living met with Food and Nutrition Services (FNS) Funded Partners Kern County Aging and Adult Services Department (KCAASD) and the University of California Cooperative Extension (UCCE) to discuss CalFresh Healthy Living Steering Committee Meeting and Country Nutrition Action Plan (CNAP) Collaborative.
2. Staff Professional Development	Program Coordinator met with Health Educators and held biweekly staff discussions. Topics included upcoming Direct Education, Indirect Education, and PSE opportunities for 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.	Program Manager visited the California City Farmer's Market to discuss future implementation of Nutrition Education Activities for SNAP-Ed recipients. Efforts align with improving health outcomes among low-income families and enabling underserved consumers to make healthier food choices.

Program Highlights

Community Action Partnership of Kern

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Month	April-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)	39,522	151,455	400,000	119%	38%
Pounds Received	**5,236,045**	**8,805,502**	**22,000,000**	286%	40%
Pounds Carried Over from Previous Month	656,507				
Pounds Distributed	**1,727,699**	**6,504,191**	**22,000,000**	**94%**	30%

Senior Food	Month	YTD	Month Goal	Month Progress
Individuals Served (SRV 5jj)	4,245	16,274	4,800	88%
Pounds Distributed	**148,575**	**557,379**	**144,000**	**103%**

Free Farmers Markets	Month	YTD	Annual Goal	Month Progress	Annual Progress
Households Served (SRV 5jj)	1,000	3,813	13,200	91%	29%
Pounds Distributed	**33,909**	**172,939**	**185,000**	**220%**	93%

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)	**8,408**	**23,108**	**25,000**	**404%**	

Total Pounds Distributed	Month	YTD	Annual Goal	Month Progress	Annual Progress
All Programs	**1,918,591**	**7,257,617**	**22,354,000**	**139%**	32%

Volunteers	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training (SRV 6f) (paid partnership though service providers, duplicated)	20	56	210	**114%**	27%
Other Volunteers (i.e., general public, duplicated)	51	459	750	82%	61%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Improve data collection and reporting methods.	Pending research on client database and training.

2. Inventory System Enhancement	Staring phase 2 of new inventory system (Scan guns)
3. Increase numbers of volunteers.	Utilize CRM VM portal

Program Highlights

Community Action Partnership of Kern
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Month	April-22	**Program/Work Unit**	Migrant Childcare Alternative Payment (MCAP)
Division/Director	Susana Magana Director of Health & Nutrition	**Program Administrator**	Laura Porta
Reporting Period	March 1 , 2022 - March 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	78	1,505	2,000	47%	75%
Childcare Providers (SRV 7f)	18	296	300	72%	99%
MCAP Subsidies (SRV 7e) Jul 21-Jun 22	**Month of March processed in April**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Provider Payments-Subsidies Expended	$1,077,503	$ 7,792,364	$12,000,000	108%	65%

Explanation (Over/Under Goal Progress)

The Migrant AP Program continues to enroll eligible families in all counties. We currently have no waiting list, and continue to enroll migrant families and essential working families for services. We have adjusted our enrollment goals to a target 2000 active children; due to the additional funding received at the end of March 2022. The new goals reflect the target reimbursement amount increase from $7.9 million to $12 million for the currently fiscal year.

Program Strategic Goals	Progress Towards Goal
1. Fill Staff Vacancies.	We are currently pending the start date for 6 program specialists. Interviews, employment offers and pre-employment appointments were conducted in April.
2. Retain Staff.	Program administrator is currently working on updating MCAP's organizational chart to add the 6 new specialist positions and one compliance position to assist in managing the work influx, due to the additional funding received.
3. Contingency Staffing Plan	MCAP's management team attended several CDSS zoom trainings in the month of April to stay up to-date on all program requirements.

Program Highlights

Due to the increase in funding, MCAP has adjusted the target enrollment and reimbursement goals to reflect this increase. Previous targeted amount of $7.9 million has been almost 100% earned. Program continues to enroll and increase reimbursement totals monthly. Our program has reached a reimbursement amount of over $ 1 million, per month.

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Month	April-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 21 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)	12,966		16,160	80%	
Local Vendor Liaison-Contact Stores (contact 68 vendors 1 contact required per quarter totaling 272 contacts per year)	10	117	272	44%	43%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)	810		900	90%	
Prenatal Education: 25% of prenatal will receive the "Let's talk" pre-natal class. (Class is given in last trimester of pregnancy)	155	606	1,350	90%	45%
Outreach	**Month**	**YTD**	**Goal**	**Month**	**Annual**
Online Enrollment	146	700	1,800	97%	39%
WIC Presentations and Outreach Events	7	20	48	175%	42%
Publication in newspaper, television, and/or social media postings (English and Spanish)	54	238	720	90%	33%
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.	7	12	48	175%	25%

Explanation (Over/Under Goal Progress)

The Local Vendor Liaison was on vacation for 2 weeks this month so that accounts for the decrease in the vendor contacts for the month of April.

Community Action Partnership of Kern
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Program Strategic Goals	Progress
1 Increase participant use of tele-health (doxy.me) platform with goal.	Staff continues to promote the use of the doxy.com platform with participants. However Participants are till hesitant on using this platform. We are starting with a goal of 1-2 doxy.me appointments/day and will be working on increasing the number each month.
2. To work with outreach to come up with strategies to increase WIC retention and re-engagement with current participants.	The response to the surveys sent out via tele-task has been slow to come in. We are seeing positive reviews with a number of shout outs on the great service provided by our staff.
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	April-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.

Differential Response	Month	YTD	Annual Goal	Month Progress	Annual Progress
Provide One Time Referral Services to Families (SRV 7c)	47	119	250	226%	48%
Provide One Time Referral Services to Children (SRV 7c)	63	180	350	216%	51%
Case Management-Families (SRV 7a)	11	52	100	132%	52%
Case Management-Children (SRV 7a)	21	106	250	101%	42%
Differential Response Total	**142**	**457**	**950**	**169%**	48%

First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	5	22	40	150%	55%
Children Receiving Case Management Services (SRV 7a)	2	27	55	44%	49%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	13	20	0%	65%
Children Educational Center Base Activities (FNPI 2b)	3	25	30	120%	83%
Children Educational Home Base Activities (FNPI 2b)	3	34	30	120%	113%
Children Summer Bridge Activities (FNPI 2b)	0	0	15	0%	0%
Collaborative Meetings Participated	1	5	15	80%	33%
Family Support Services for non-clients with children ages 5 and under	16	77	100	192%	77%
First 5 Total	**30**	**203**	**305**	**88%**	67%

Walk-In Services (Non-Clients)	Month	YTD
Food/Household Items (SRV 5jj; SRV 5nn)	81	299
Referrals/Administrative Services (SRV 7c)	356	813

Explanation (Over/Under Goal Progress)

Community Action Partnership of Kern
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Program Strategic Goals	Progress Towards Goal
1. Move to a better-suited location.	Pending
2. Offer more on-site services.	Pending
3. Expand our reach across the East Kern Communities.	Pending
Program Highlights	

Month	April-22	**Program/Work Unit**	Oasis Family Resource Center
Division/Director	Youth & Community Services Freddy	**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	8	30	20%	27%
Children Receiving Case Management Services (SRV 7a)	3	10	30	60%	33%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV	0	6	10	0%	60%
Children Educational Home Base Activities (FNPI 2b)	3	9	15	120%	60%
Children Summer Bridge Activities (FNPI 2b)	0	0	10	0%	0%
Collaborative Meetings	1	4	8	75%	50%
Family Support Services for non-clients with children 5 and under	6	19			
First 5 Total	**14**	**56**	**103**	82%	54%
Walk-In Community Services (Duplicated & Non First 5 Clients)	**Month**	**YTD**			
Food/Household Items (SRV 7c)	32	127			
Referrals/Administrative Services (SRV 7c)	27	93			
Emergency Clothing (SRV 7n)	5	14			
Copies	12	29			
Transportation Assistance (SRV 7d)	9	29			
COVID-19 Supplies (SRV 5oo)	23	52			
Total Community Services	**108**	**344**			

Explanation (Over/Under Goal Progress)

The First 5 Kern numbers may appear to be low in April. 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 27parents having received case management in the F5K fiscal year. In April 2022 we provided community services for a total of 61 inquiries.

Program Strategic Goals	Progress Towards Goal
1. Offer Court Mandated Nurturing Parenting Class every other quarter.	The class was offered last quarter and will be offered again starting in August 2022
2. Strengthen educational Homebase and Summer Program for children ages 0 - 5 utilizing Kern Early Stars Resources.	Kern Early Stars staff provided a SMART Goal training session in April. The Oasis staff is working on completing an online Trauma Informed Care training course offered by KES.
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 provided tax assistance in April at the Oasis FRC. Our office assistant part-time will become a full-time employee in April and she will trained as an 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).	In April, the Oasis FRC was Awarded the Child Tax Credit Grant for $5000, and an additional $3000 from First 5 Kern for a baby shower. We also applied for an additional grant from AARP.

Program Highlights

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Month	April-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	385	1,374	2,275	203%	60%
Utility Payments	$294,309	1,009,513	$1,942,401	182%	52%
Households Served - Weatherization	11	51	60	220%	85%
Low-income Home Energy Program (LIHEAP) 2022 Ends June 30, 2023	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	40	111	1,500	32%	7%
Utility Payments	$38,090	117,438	$2,000,000	23%	6%
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	288	938	1,750	197%	54%
Utility Payments	$317,875.00	1,134,634	$3,500,000	109%	32%
2020 DOE - Weatherization Ends June 30, 2022	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served Weatherization	0	0	10	0%	0%
2021 Low-Income Household Water Assistance Program (LIHWAP)*	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	N/A	N/A	TBD		
Utility Payments	N/A	N/A	TBD		
Totals	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)	**713**	**2,423.00**	**5,525**	155%	44%
Total Utility Payments	**$ 650,274**	**2,261,585.00**	**$ 7,442,401**	105%	30%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t)	**11**	**51.00**	**160**	83%	32%

Explanation (Over/Under Goal Progress)

* LIHWAP contract still in negotiations - expect to receive May/June 2022, end 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).	We are currently in the process of determining additional needs in UA for new contract. Also in process of attempting to hire Installers for WX work.

2. Continue to develop the use of Hancock to become fully paperless across the entire program (100% = fully paperless).	Currently at 15% - no change as currently in preparation for biannual audit with entire WX staff.
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
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Month	April-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	34	5	38	30	200%	127%
Summer Program (Max Capacity due to COVID) (SRV 2m)	31	31	31	35	1063%	89%
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)	22	3	25	35	103%	71%
Medi-Cal Outreach (ends June 30, 2022)		**Month (Added)**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Social media emails and impressions		50	276920	3,000	20%	9231%
Canvasing phone calls and flyers		4035	16923	15,000	323%	113%

Explanation (Over/Under Goal Progress)

The Friendship House is on track to meet goals.

Program Strategic Goals	Progress
1. Develop an Ad Hoc Committee and implement a fencing/lighting campaign for the CAPK Friendship House.	In progress. The next meeting is taking place May 4, 2022.
2. Develop a meeting schedule for the Friendship House Advisory Board and implement scheduled meetings/trainings.	Completed
3. Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.	In progress. Awaiting award announcements for recently submitted grant proposals.

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	April-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)	15	1	15	25	48%	60%

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.	9 groups (see below)

Outreach Activities	Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)	1	6	6	200%	100%
Community Events (i.e., diaper, food, PPE distributions)	1	4	6	200%	67%

Explanation (Over/Under Goal Progress)

Community Programs - Girl Scouts, Dignity Mental Health Project, SB100 Committee Mtg, Public Health Know your Numbers sessions, VITA Services, Shafter Woman's Club, Seniors walking group, plus, new this month Basketball has officially started. A compost giveaway was held to celebrate Earth Day.

Program Strategic Goals	Progress
1. Increase youth program registration as COVID restrictions ease up while maintaining a safe environment.	COVID restrictions have lifted enough to where we can have more children participate in the program. Summer program will have a larger capacity for attendance
2. Increase attainment of program funding to provide larger variety of program offerings.	Grant opportunities have increased. Staff has been busy researching and collecting info to apply for different funds.
3. Increase community engagement, including volunteers, social media, program participation.	increase enrollment and be more visible in the community. Social media presence has also increased

Program Highlights

Shafter Youth Center attended Dia del Nino event held at Shafter Learning Center. SYC invited CAPK programs and had a great response. Great even with over 1000 attendees.

Community Action Partnership of Kern
Monthly Report 2022

Month	April-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	1,290	4,213	4,300	367%	98%
State	1,250	4,094	4,100	366%	100%

Refunds and Credits (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Federal Refunds	$1,359,408	$5,301,300	$5,100,000	308%	104%
State Refunds	$237,146	$808,792	$1,500,000	352%	54%
Federal EITC *(income limit $57,414/household)*	$535,014	$2,432,168	$2,200,000	264%	111%
CalEITC *(income limit $30,000/household)*	$97,978	$349,199	$370,000	337%	94%
Total Refunds and Credits	**$2,229,546**	**$8,891,459**	**$9,170,000**	301%	97%

Individual Taxpayer Identification Number (ITIN) (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Applications (New/Renewal)	15	31	75	581%	41%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Develop and implement site expansion plan, including isolated areas and new partners.	Pending
2. Build community awareness of VITA services through partnership opportunities.	Pending
3. Program capacity building by pursuing funding opportunities to support operational expenses.	Pending

Program Highlights

Operations

Business Services

Maintenance

Information Technology

Data Services

Risk Management

Community Action Partnership of Kern
Monthly Report 2022

Month	April-22	**Program/Work Unit**	Operations Division
Division/Director	Emilio Wagner Director of Operations	**Program Managers**	Dan Ripoli, Jeremy Keeling, Douglas Dill, Ryan Dozier, Kerri Davis, Laurie Sproule
Reporting Period	January 1, 2022 - December 31, 2022		

Division Description

Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.

Business Services

Activity	Requested	In-Progress	Processed	Processed YTD
Purchase Orders	277		277	1026
Contracts	20	4	16	90
Leases	1	15	0	0
Requests for Proposals	2	8		11

Business Services Projects

Description	*% Completed*	*Comments*
Pest Control Services -Agency	*90*	*Preparing contract*
Barnett House Tenant Improvements -EHS	*80*	*Pending Board Approval. Will be presented*
Food Service Vendor -EHS	100	
Energy Subcontractor		*Preparing for re-issue per program*
Energy Glass Subcontractor		*Preparing for re-issue per program*
Child Haven -5 Real Road -Design Build- HS		
Integrated Performance/learning Management -HR		
Security Services -M Street		Will be presented to BOD in May

Data Services

Activity	Requested	In-Progress	Processed	Processed YTD
Dynamic 365 Fixes				0
Dynamic 365 Enhancements	1	1		0

Projects

Universal Intake		Develop intake for Programs that don't have an electronic process.	60%	60%
Volunteer Management		Track and manage Volunteers working within the agency.	90%	90%
Contract Management System		Track and manage Contracts within the Agency	70%	70%
In-kind Management		Application is used to track the total number of in-kind hours with built in automation. This application will eliminate the current paper process.	30%	30%

Facilities

Activity	Requested	In-Progress	Processed	Processed YTD
Facility Work Orders	319	78	228	671

Construction Projects

Head Start Expansion		Harvey Hall, Pete Parra, Sterling, & Martha J Morgan	66%	
Food Bank Expansion		Access Road & Site Utilities	13%	

Major Maintenance Projects

		Re-roof - Angela Martinez, Primeros Pasos	100%	

		Restroom upgrades - M&O, Food Bank	10%	
		Fencing M&O	5%	
		Fencing LBNC	2%	

Information & Technology

Activity	Requested	In-Progress	Processed	Processed YTD
Help Desk Work Orders	255	87	262	1082

Information & Technology Projects

Description	*% Completed*	*Comments*
iPad upgrades	*100*	
Fire tablet configuration Math Shelf	*100*	
Network upgrades	*90*	
Firewall upgrades	80	

Risk Management

Workers Compensation Claims	Reported	Reported YTD
First Aid (Reported only)	2	14
First Aid	1	14
Medical Treatment	0	1
Modified Duty	0	2
Lost Time	0	2
Non-Industrial (not work related)	0	0
Under Investigation	0	0
Confirmed Work Related COVID	0	20
Other	17	17

Program Strategic Goals	Progress Towards Goal
1. Identify current business processes associating standard level agreements and priorities.	All Operations departments have identified business processes and developed standard service level agreements.
2. Maximize business efficiency with the existing technology.	Departments have conducted a review of their systems capabilities and identified which processes do not have a system. In the current development of creating systems using existing technology.
3. Provide better communication surrounding operations.	Identify and develop communication strategies, such as SharePoint communication page, monthly Operations news, and tips.

Program Highlights

The Food Bank Metal building was delivered ahead of schedule. Earthwork for building footprint is underway expected to achieve required compaction and begin digging footings by mid May.

Administration

Grant Development

CAPK Foundation

Outreach & Marketing

Community Action Partnership of Kern
Monthly Report 2022

Month	April-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 Sessions	18,432	73,523	220,000	101%	33%
Facebook Impressions (i.e., number of times users see content)	20,045	101,162	500,000	48%	20%
Other Social Media Impressions	4,264	26,299	145,000	35%	18%

Outreach Advocacy	Outreach Special Projects
Held meeting with CA Treasurer Fiona Ma	Attended Bitwise Community Leaders Connect
Developed online and newspaper advertisements for CAPK Board Recruitment effort	Assisted Energy with radio add scripts
	Completed Annual Report and published digitally
Conducted Roundtable discussion on food insecurity at Food Bank with Congressman David Valadao	Built Food Bank Expansion website
	Developed Community Action Month plan.
	Developed Community Action Month video with HeySalty Marketing

Grants In Progress/Research	Projects
Albertsons Nourishing Neighbors Application for Fall Grant Cycle on behalf of CalFresh, CES, M Street, SYC, EKFRC, FHCC	Vaccine Equity Project- CAPK is partnering with NCAP, Grammercy Research Center, and the Association of State and Territorial Health Organizations (ASTHO) to promote vaccine equity in communities with low COVID vaccine adoption rates. CAPK has secured a contract with NCAP & ASTHO. Local CBOs, ShePower, Bakersfield American Indian Health Project, and South Kern Sol will be offered contracts as sub-recipients.
Joe Serna Farmworker Housing Program, Multifamily Super NOFA	NCAP Pathways to Excellence - Silver Tier
Stater Brothers Grant	Certified Community Action Professional (CCAP)- final test is scheduled for June 2022
CA Nutrition Incentive Program Grant (CNIP)	Board of Directors Recruitment (South Kern & Metro Bksfld)
Strong Communities Program - Expansion of Family Resource Centers	Food Insecurity Assessment: To inform CAPK's mission by conducting a gap and resource analysis that provides (1) a context for understanding how food supply, distribution, access, and affordability impact the nutrition and health of Kern residents; and (2) data that can be used to create strategic plans to reduce food insecurity for Kern residents.

Union Pacific Foundation Local Grants Program	County of Kern - ETR COVID Microbusiness grant - County is pending 1st authorized payments.
Volunteer Income Tax Assistance (VITA) Matching Grant	Board Training is under development
Workforce Innovation and Opportunity ACT for Out-of-School Youth Grant through Employer's Training Resource	
Community Services Block Grant (CSBG)	**Process Improvement (i.e., ROMA, PCDD)**
On-going monthly reporting	CRM Volunteer Management (B.3a.) and Outreach and Advocacy program published Process Mapping guide for services.
Presentation on 2021 CSBG Annual Report	
Follow-up with CSD on 2020 CSBG & CARES report	Meeting scheduled with ROMA trainers in May 2022
Foundation	
Meetings moved to bi-monthly	
Continued Recruitment for the Director of Development	FHCC Campaign for Fencing and Lighting
	Created Ad Hoc Committee for FHCC Campaign

Explanation (Over/Under Goal Progress)

Program Strategic Goals	**Progress Towards Goal**
1. Customer Relationship Management Projects, including Volunteer Management, Interagency Referral Management, and contract management.	Volunteer Management has been launched and was presented during the April PRE Committee. There is a delay in the inter-agency referral and contract management services under the CRM.
2. Increase grant development and marketing 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. February - 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.) May 2022 - kick off meeting with ROMA national trainers

Program Highlights

FNPI Indicator	Description
FNPI 2b	The number of children (0 to 5) who demonstrated skills for school readiness.
FNPI 2c	The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills. (auto total).
FNPI 2c 2	1st grade-8th grade
FNPI 2c 3	9th grade-12th grade
FNPI 3h	The number of individuals engaged with the Community Action Agency who report improved financial well-being.
FNPI 4a	The number of individuals experiencing homelessness who obtained safe temporary shelter.
FNPI 4b	The number of individuals who obtained safe and affordable housing.
FNPI 4e	The number of individuals who avoided eviction.
FNPI 4h	The number of individuals with improved energy efficiency and/or energy burden reduction in their homes.
FNPI 4z	Number of individuals who obtained utilities.
FNPI 5a	The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).
FNPI 5d	The number of individuals who improved skills related to the adult role of parents/ caregivers.

SRV Indicator	Description
SRV 2l	Before and After School Activities
SRV 2m	Summer Youth Recreational Activities
SRV 2m	Summer Youth Recreational Activities
SRV 2p	Mentoring
SRV 3o	VITA, EITC, or Other Tax Preparation programs
SRV 4a	Financial Capability Skill Training
SRV 4c	Rent Payments (includes Emergency Rent Payments)
SRV 4e	Mortgage Payments (includes Emergency Mortgage Payments)
SRV 4i	Utility Payments (LIHEAP includes Emergency Utility Payments)
SRV 4t	Energy Efficiency Improvements (e.g. insulation, air sealing, furnace repair, etc.)
SRV 5ff	Skills Classes (Gardening, Cooking, Nutrition)
SRV 5g	Maternal/Child Health
SRV 5hh	Incentives (e.g. gift card for food preparation, rewards for participation, etc.)
SRV 5ii	Prepared Meals
SRV 5jj	Food Distribution (Food Bags/Boxes, Food Share Program, Bags of Groceries)
SRV 5mm	Parenting Classes
SRV 5nn	Kits/boxes
SRV 5oo	Hygiene Facility Utilizations (e.g. showers, toilets, sinks)
SRV 6f	Volunteer Training
SRV 7a	Case Management
SRV 7a	Case Management
SRV 7b	Eligibility Determinations
SRV 7b	Eligibility Determinations
SRV 7c	Referrals
SRV 7d	Transportation Services (e.g. bus passes, bus transport, support for auto purchase or repair, including emergency services)
SRV 7e	Child Care subsidies
SRV 7f	Child Care payments
SRV 7n	Emergency Clothing Assistance

Module 2, Section	Description
B. 3a	Total number of volunteer hours donated to the agency
B. 4c	Number of Certified Community Action Professionals(CCAP)
B. 4f	Number of Pathways Reviewers

Funder	Opportunity Name	Description	Amount Requested	Amount Awarded	Status
Bakersfield Kern Regional Homeless Collaborative	FY 2021 Renewal Project Application	Through the CoC - BKRHC, submitted the Coordinated Entry System renewal application through esnaps. NOTE: funding is directly from HUD, but is submitted as part of the consolidated application - CoC.	$236,838.00	$236,838.00	Awarded
Stater Bros. Charities	General Support	Donation to the food bank.	$10,000.00	$10,000.00	Awarded
First 5 Kern	First 5 Community Event Support	Baby shower event sponsorship.	$4,999.99	$3,000.00	Awarded
California Department of Education	California Community Schools Partnership Program Implementation Grant Cohort 1	Bakersfield City School District (BCSD) will be the lead agency. Support community schools partner with efforts to align community resources to improve student outcomes. Partnerships □ will provide an integrated focus on academics, health and social services, youth and community development, and community engagement.	$3,750,000.00	$-	Pending
Assemblymember Rudy Salas, 32nd District	State Budget Request - Friendship House Community Center	Friendship House Community Center - Fencing and Lighting Site Improvement	$940,500.00	$-	Pending
American Association of Retired Persons	Advancing Economic Opportunity Among Older Adults	The New Skilled Older Adults project aims to teach elder aged 50 and over computer skills through in-person courses that will lead them to become technology proficient.	$300,000.00	$-	Pending
US Department of Health and Human Services (HHS)	Connecting Kids to Coverage Healthy Kids 2022 Outreach and Enrollment Cooperative Agreements	Aimed at reducing the number of children who are eligible for, but not enrolled in, Medi-Cal and CHIP	$963,334.00	$-	Pending

Other Opportunities					
U.S. House Committee on Appropriations	FY 2023 Community Project Funding	No active or shovel ready projects to submit.	$0.00	$-	Withdrawn
Department of Financial Protection and Innovation (DFPI)	CalMoneySmart Grant	CalMoneySmart is a grant program created by Senate Bill 455 (Ch. 478, Stats. 2019), which established the Financial Empowerment Fund. Through this program, the Department of Financial Protection and Innovation (DFPI) offers grants of up to $200,000 each to develop and deliver free financial education and empowerment programs to help unbanked and underbanked communities.	$1.00	$-	Withdrawn
US Internal Revenue Services	VITA Matching Grant	The Volunteer Income Tax Assistance (VITA) grant program is an IRS initiative designed to support free tax preparation service for the underserved through various partner organizations. This service helps low- to moderate-income individuals, persons with disabilities, the elderly, and limited English speakers file their taxes each year.	$2,000,000.00	$-	Research
Union Pacific	Community Ties Giving Program Union Pacific Foundation Local Grants	Eliminate risks and improve safe and equitable access to community spaces through infrastructure improvements that include fencing surrounding the north and south of the community center.	$25,000.00	$-	Research
US Economic Development Administration	Economic Adjustment Assistance	Helping communities and regions devise and implement long-term economic recovery strategies through non-construction and construction projects	$5,000,000.00	$-	Research
City of Bakersfield	Transformative Climate Communities (TCC)	August 2021 - Submitted five (5) conceptual ideas. The following were selected to move to the next phase of review: Energy Workforce Training and Southeast Bakersfield Mobility Project.	Not Determined	Not Determined	Updated Proposals of selected projects.

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Private	**CAPK Program**	East Kern FRC and Oasis FRC
Funding Agency	American Association of Retired Persons	**Project Name**	New Skilled Older Adults
CFDA	N/A	**Target Population**	Older adults aged 50 +
Reapplication (Y/N)	N	**Number to be served**	300
Estimated Request	$300,000	**Division Director**	Freddy Hernandez
Award Period	July 2022- July 2025	**Program Manager**	Matthew Buck and Eric Le Barbe
Project Goal (One sentence goal statement)			
The New Skilled Older Adults project aims to teach elders aged 50 and over computer skills through in-person courses that will lead them to become technology proficient.			
Project Description (Brief one paragraph description)			
New Skilled Older Adults is a small-group learning program that teaches older adults aged 50 and up the basics of a computer, Microsoft Office 365, keyboard typing, resume development, internet utilization, and more through cohort-style courses. This project is intended to teach 300 individuals over three years how to become technology proficient. By the end of the courses, participants will gain workforce development skills that will help lead them to high-quality employment in technology-driven sectors.			
Estimated Budget Summary			
Note: this grant submission is part of a 2 phase process. Phase 1 consists of identifying funds to support the proposed project, which consists of computer hardware, training curriculum, and support from staff. If invited to submit full application, Phase 2 will determine the allocation funding details.			

Approvals:

Freddy Hernandez — Apr 19, 2022
Freddy Hernandez (Apr 19, 2022 11:54 PDT)
1. Division Director — Date

Pritika Ram — Apr 19, 2022
2. Director of Administration — Date

Apr 19, 2022
3. Chief Program Officer — Date

Stacy Webster — Apr 19, 2022
4. Chief Financial Officer — Date

Apr 19, 2022
5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	California Department of Education	**CAPK Program**	New Service Line
Funding Agency	Bakersfield City School District	**Project Name**	California Community Schools Partnership Program Implementation Grant – Coho
CFDA	Unknown	**Target Population**	School-aged Youth TK-High School
Reapplication (Y/N)	N	**Number to be served**	2,072
Estimated Request	$3,750,000.00	**Division Director**	TBD
Award Period	FY 2022-26	**Program Manager**	TBD

Project Goal (One sentence goal statement)

Implementation of whole-child school improvement strategies. Local educational agency and school(s) work closely with teachers, students, and families to align community resources, in efforts to improve student outcomes. These partnerships provide an integrated focus on academics, health and social services, youth and community development, and community engagement.

Project Description (Brief one paragraph description)

Under this grant structure, CAPK will be a sub-contractor to the Bakersfield City School District (BCSD) to operate the case management program among four targeted schools: Stella Hills Elementary, Dr. Martin Luther King, Jr. Elementary, McKinley Elementary, and Emerson Middle School. It is projected CAPK will co-locate 2.0 FTE Case Managers per school location. CAPK will adopt evidenced-base case management and intervention plans to support students and families in need of additional support - outside of service offerings with BCSD and the target schools.

Notice of Award is expected in June 2022.

Estimated Budget Summary

76% Personnel & Benefit comprised of 1.0 FTE Program Supervisor and 8.0 FTE Case Managers; 3% Travel, 3% Supplies; 9% Other Operating Expenses; and the remaining portion to Indirect, totaling $750,000 per grant year for a five-year term.

Approvals:

Freddy Hernandez — 4/19/2022
Freddy Hernandez (Apr 19, 2022 11:49 PDT)
1. Division Director — Date

Pritika Ram — 4/19/2022
2. Director of Administration — Date

3. Chief Program Officer — Date

Stacy Webster — 4/19/2022
4. Chief Financial Officer — Date

5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	Federal	**CAPK Program**	VITA
Funding Agency	Internal Revenue Services	**Project Name**	Volunteer Income Tax Assistance (VITA) Matching Grant
CFDA	21.009	**Target Population**	Low Income to moderate income tax payers (<$57,414)
Reapplication (Y/N)	N	**Number to be served**	Pending
Estimated Request	Pending	**Division Director**	Freddy Hernandez
Award Period	10/1/2022-9/30/2023	**Program Manager**	Jacquelyn Guerra

Project Goal (One sentence goal statement)

Goal:To provide free federal tax return preparation to targeted segments of taxpayers including, low to moderate income taxpayers, persons with disabilities, persons with limited English proficiency, Native Americans, individuals living in rural areas, and the elderly.

Project Description (Brief one paragraph description)

Project activities will be geared towards promoting free tax preparation assistance. Staff will focus on volunteer recruitment and increasing the number of sites in which tax preparations services are executed. Grant allows IRS partners to:
-Increase VITA services to the underserved across the country;
-Increase the number of returns filed electronically; and
-Enhance volunteer training.

Estimated Budget Summary

IRS anticipates awarding a total of $30 million in grants this year through this opportunity to non-federal entities. The amount of award depends on the applicant's reach and returns expected to be prepared by the program. The expected amounts of individual Federal awards range from $5,000 to $2,000,000. On average, $93,000 was the funding per Federal award experienced in the previous year.

A budget is currently being drafted for this submission. Our request will exceed the average noted as we intend to subcontract with the United Way of Kern in this application.

Approvals:

Freddy Hernandez — May 4, 2022
Freddy Hernandez (May 4, 2022 09:41 PDT)
1. Division Director — Date

Pritika Ram — Digitally signed by Pritika Ram Date: 2022.05.03 15:08:01 -07'00' — 5/3/2022
2. Director of Administration — Date

May 4, 2022
3. Chief Program Officer — Date

Stacy Webster — May 4, 2022
4. Chief Financial Officer — Date

May 4, 2022
5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	State	**CAPK Program**	Friendship House Community Center
Funding Agency	2023/24 State Budget	**Project Name**	Fencing & Lighting Campaign
CFDA	N/A	**Target Population**	Southeast Bakersfield area
Reapplication (Y/N)	N	**Number to be served**	200+
Estimated Request	$940,500.00	**Division Director**	Fred Hernandez
Award Period	2023/24	**Program Manager**	Lois Hannible

Project Goal (One sentence goal statement)

In partnership with the Friendship House Advisory Council and the CAPK Foundation, staff have begun planning for 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, specifically adding fencing, which recently was vandalized, and lighting to accommodate early morning and evening practices and games.

Project Description (Brief one paragraph description)

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.

Estimated Budget Summary

Estimated Total Project: $965,500.00
CAPK In-Kind: $25,000.00
Proposal Request: Fencing $405,000.00, Lighting $450,000.00, Admin/Mgmt: $85,500.00

Approvals:

Freddy Hernandez
Freddy Hernandez (May 2, 2022 14:07 PDT) — May 2, 2022
1. Division Director — Date

Pritika Ram — Digitally signed by Pritika Ram Date: 2022.05.02 12:46:12 -07'00' — 4/28/2022
2. Director of Administration — Date

May 2, 2022
3. Chief Program Officer — Date

Stacy Webster — May 2, 2022
4. Chief Financial Officer — Date

May 2, 2022
5. Chief Executive Officer — Date

Date Presented / Approved:

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

Community Action Partnership of Kern
Small Funding Profiles
April 2022

Funding Type	Private	**CAPK Program**	Shafter Youth Center
Funding Agency	Union Pacific	**Project Name**	Security Initiative
CFDA	N/A	**Target Population**	Center Clients
Request	$25,000	**Division Director**	Freddy Hernandez
Award Period	9/2022 – 9/2023	**Program Manager**	Angelica Nelson
Description	Eliminate risks and improve safe and equitable access to community spaces through infrastructure improvements that include fencing surrounding the north and south of the community center.		

Funding Type		**CAPK Program**	
Funding Agency		**Project Name**	
CFDA	N/A	**Target Population**	
Request		**Division Director**	
Award Period		**Program Manager**	
Description			

Date Presented/Approved

Policy Council:	_____	PRE Presentation:	_____	B&F Approval:	_____	Board Approval:	_____

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	**Month/Year:** April 2022
Program/Work Unit: Head Start/Early Head Start	**Program Administrator: Robert Espinosa** 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**	**Disabilities**	**Over Income 131%+ up to 10%** **101—130% Up to 35%**
Head Start • 7 Classrooms Fully Closed/ 4 Classrooms Partially Closed	**1317** 180	**980**	**75%**	**8%**	**5%** **5%**
Early Head Start • 24 Classrooms Fully Closed/ 6 Classrooms Partially Closured	**908** 229	**550**	**61%**	**14%**	**6%** **8%**

Home Visiting Program	**Cumulative Enrollment**	**Contract Enrollment Target**
	217	**240**

Division Staffing = 701			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
593	108	33	88

HIGHLIGHTS: 7 staff onboarded
6 days of interviews for 10 open requisitions

Program Update & Compliance

- The construction on the infant classroom at Escuelita Hernandez center is awaiting licensing. The fire inspection passed. We are hoping to receive a licensing visit in the month the May.
- On Thursday, April 14th, Escuelita Hernandez center had a Spring Fling family picnic for their enrolled families; families enjoyed lunch together and participated in games and a raffle.
- On Wednesday, May 11th, Our Partnership Family Advocates will re-launch the Parent leadership training, Parents on a Mission via Zoom. Parents on a Mission is a six-week course which offers topics such as personal parental growth, discipline and authority, respect and loyalty, and community-building. We expect to have approximately 5 families in attendance.

- Bakersfield College center staff were happy to announce that they have reopened their doors to families and have had zero COVID cases since February.
- Since the start of the program year in July, our Partnership Family Advocates have provided over 940 family resources, there are 48 partnership families registered in Ready Rosie.
- Regarding compliance, the program has been collecting and analyzing data for the submission of the annual state program self-evaluation. Documentation from the self-evaluation process is used to develop a written list of tasks needed to modify the program and allow the agency to develop a continuous improvement plan to document our successes and areas of improvement.

Central Kitchen April 2022				
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Center Totals	**60,959**	22,324	19,326	19,309

HIGHLIGHTS: The Central Kitchen assisted in providing meals to East Kern while certain vendors were closed.

CACFP						
March 2022						
Total Meals Delivered			**Meals Allocated**		**# of Meals Served**	**% of Meals Served**
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
69,596	14,641	84,237	49,334	34,903	55,028	65%

MEMORANDUM

To: Program Review & Evaluation Committee

From: Susana Magana, Director of Health and Nutrition

Date: May 11, 2022

Subject: *Agenda Item 5d.1*: Strategic Plan Update on Goal 1 – **Info Item**

Goal Group 1 is dedicated to promoting efforts that will, "increase access to healthy, affordable food to support the health of the communities we serve" (Strategic Plan, 2021-2025). This goal group is comprised of the following staff: Traco Matthews, James Burger, Alejandra Morales, Laurie Hughey, Jennifer Jordan, Albert Garza and Alan Rodriguez. These members represent Head Start, M Street Navigation, 211, CalFresh Healthy Living, and the Executive Division. Board Member, Michelle Jara-Rangel, will also support efforts through her attendance and collaboration during our monthly meetings.

Goal Group 1 last met on April 1, 2022. The staff members noted above were in attendance, except for Traco Mathews who had a schedule conflict. This meeting served as an opportunity to introduce our new member for this goal group, Albert Garza, Food Bank Agency Relations Coordinator. He provided an update on the ABC food drive that took place on 3/24/2022. The total collected was 1,923 pounds of food and a donation check to the food bank operational fund of $6,000. The goal lead shared with the group the need to secure a continuous stream of funding to support the operation of the current food bank and the continuous stream of funding to support the operational needs after the expansion is complete. We also discussed the need for volunteers. The food bank relies on volunteer manpower to complete tasks such as building boxes. On 3/26/2022 the Food Bank hosted the Wendy Wayne Day of Service. The group of volunteers that attended this day of service completed 18 pallets of boxes for the Senior Food Program. A typical volunteer day yields a total of about 10 pallets, so this was a record.

Noteworthy, on April 21, 2022, the Health and Nutrition Director attended an RFP webinar for the FY 2022 Feeding America Food Insecurity Equity Impact Fund. There are unique details, requirements, and restrictions for this funding. A meeting has been requested with the Feeding America grants team to ensure that our agency would be able to meet the requirements to apply for these funds. The meeting is still pending to be scheduled. This grant opportunity would be to support objective 1.1.3: "Secure additional funding to enhance existing food bank infrastructure, increase hours and days of operations, and support the startup of new food pantry sites" (Strategic Plan, 2021-2025).

Goal Group 1 will meet next on May 6, 2022. During this time, the discussion will focus on identifying the tasks that the Food Bank is currently doing that align with the objectives of Goal 1 and making sure they are being documented on the OnStrategy Dashboard.

Attachments:
Action Plan by Team Member Susana Magana

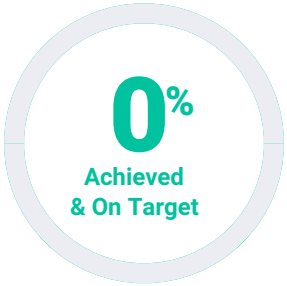
Mission

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



2 Goals

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

My Items

Item	EOY Actual
1.1: Enhance accessibility through expansion of food distribution sites and services.	
1.2: Leverage new and strengthened partnerships to reach additional families and communities.	

Item	EOY Actual

Objective	Owner	Measure:	Start Date	End Date	PTD Target	PTD Status
Enhance accessibility through expansion of food distribution sites and services. (1.1) Aligned to: #1 Increased access to healthy, affordable food to support the health of the...	Susana Magana	*Percent Complete*	10/01/21	12/31/25	13.6%	Not Started
Leverage new and strengthened partnerships to reach additional families and communities. (1.2) Aligned to: #1 Increased access to healthy, affordable food to support the health of the...	Susana Magana	*Percent Complete*	10/01/21	12/31/25	13.6%	Not Started

	Owner	Measure:	Start Date	End Date	PTD Target	PTD Status
Activity **Conduct assessment to identify service gaps, food deserts, and emerging geographic pockets of food insecurity (1.1.1)**	Traco Matthews		10/01/21	12/31/22	46.3%	Not Started
Sub-Activity **Develop/update existing pantry site maps and include both CAPK and external programs to create robust GIS mapping (i.e., Map the Meal). (1.1.1.1)**	Traco Matthews	*Percent Complete*	10/01/21	12/31/22	46.3%	Not Started

MEMORANDUM

To: Program Review & Evaluation Committee

From: Freddy Hernandez, Director of Youth & Community Services

Date: May 11, 2022

Subject: *Agenda Item 5d.2:* Strategic Plan Update on Goal 2 - **Info Item**

Goal Group 2 is dedicated to ensuring that all families in the communities we serve have access to high quality early learning and care choices to meet their diverse needs.

Goal Group 2 last met on March 4, 2022. The staff members in attendance were Lois Hannible, Jerry Meade, Matthew Buck, Angelica Nelson, Eric Le Barbe, Vanessa Cortez, Freddy Hernandez, and Yolanda Gonzales.

The focus of this meeting was to review each individual objective under Strategic Goal 2 and identify the current and new program services that CAPK offers throughout Kern County. The individual review helped the team identify what objectives where being met and which were currently unmet. The team was able to identify which objectives need additional support to meet Goal 2.

The next step for our team is to reach out to individual program leaders within CAPK to identify educational opportunities that are currently being provided to the community. The team is under the impression that some of the programs are in the process of creating community services that would help meet some of the individual objectives for Goal 2.

The next meeting for our group will take place on May 6, 2022. Our hope is to begin the process of collaborating with internal and external community partners that can help extend educational support services for the communities of Kern County.

Attachment:
Action Plan by Team Member Yolanda Gonzales.

DATE	May 18, 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: 137 216 385#

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 Chair, Janea Benton called the meeting to order at 12:01 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: Janea Benton, Craig Henderson, Nila Hogan, and Guadalupe Perez

   Absent: Joe Garcia

   Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander Director of Finance; Freddy Hernandez, Director of Youth and Community Services; Yolanda Gonzales, Director of Head Start / State Child Development; Susana Magana, Director of Health & Nutrition; Traco Matthews, Chief Program Officer; Lisa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; 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 April 2022 – Tracy Webster, Chief Executive Officer – ***Info Item***

      Tracy Webster presented the above info item and reminded the Committee that CAPK is operating a consolidated contract consisting of Kern Head Start and Early Head Start, the Partnership Grant in Kern, as well as the Early Head Start component in San Joaquin.

      CAPK has utilized the American Rescue plan funds in the amount of $670,000, and there is $2.6 million left in the plan. Staff plans to leverage these funds for the employee incentive plan that was approved last month.

      Janea Benton asked if the Head Start budget was trending a little bit higher compared to the prior year. Tracy Webster clarified that we are on budget for this year, but higher than last year because of COVID.

Janea Benton also asked how the Finance team managed forecasting to make sure programs spend down their budgets. Tracy Webster said that the Finance team meets with their assigned program monthly to review their budgets and advise the Program Managers how to stay in compliance and spend down of their grants.

Janea Benton asked if there is a financial threshold that should be considered for items that should or should not be placed on the Consent Agenda? Tracy Webster responded that it is a committee decision, to move an item off the Consent Agenda for discussion, and there is currently no financial threshold. Jeremy Tobias also clarified that any item can be removed from the Consent Agenda by a member of the Board if they would like to discuss the item or ask questions.

b. Head Start and Early Head Start Kern Carryover Request 2022 – Jerry Meade, Head Start Assistant Director - ***Action Item***

Jerry Meade presented the above action item for approval and said that the Head Start Division is requesting a carryover request to be submitted to the Office of Head Start (OHS). This request will permit the funding that was remaining in the 2021-2022 budget year to be moved into the current budget year. Staff has identified, in consultation with the Finance Division, $3.3 million in revenue that was not expended in the previous funding period. The majority of that funding is part of the construction funding that was awarded to the four locations that are currently under construction and nearing completion. Staff also spent time identifying what those funds could be used for in the event that the full $3.3 million is not needed. Jerry emphasized that the Head Start staff meets with the Finance Division staff and the OHS staff monthly so all are aware of the financial situation. If the carryover is approved and the total funding is not needed for the construction projects, staff will bring this back to the Budget and Finance Committee and the full Board for a budget revision and a recommendation on how to best use those funds.

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

c. Funding Increase Request for a Cost-of-Living Adjustment (COLA) - Jerry Mead Head Start Assistant Director - ***Action Item***

Jerry Meade presented the above action item for approval and said the Head Start & State Child Development Division is requesting approval to submit the Cost-of-Living Adjustment (COLA) as well as a quality improvement funding application through the Consolidated Appropriation Act of 2022. Additional funding was awarded to Head Start to support a 2.28% COLA. The primary intent of these funds will be used to permanently increase the salary schedule for the Head Start and State Child Development Division staff by 2.28%, as well as increase the Early Head Start Child Care Partnership contracts by 2.28%. The quality improvement funding will support pay rate increases for the education and family support positions as deemed necessary through a wage comparability study that was conducted, and any remaining funds will offset fringe benefits once the notice of award is received. Based on requirements of the COLA, staff recommends a retroactive payment back to March 1, 2022.

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

d. Home Visiting Program 2022-2024 Contract with KCDHS – Jerry Meade, Head Start Assistant Director - ***Info Item***

The Head Start and State Child Development Division has been negotiating the renewal of the Home Visiting Contract with Kern County Department of Human Services (DHS). The new contract period will begin July 1, 2022 and continue through June 30, 2024. The total contract funding is $6,828,122 which will be distributed as

$3,414,061 per year for two years. CAPK anticipates receiving the final contract from DHS by May 19, 2022 and staff will present to the full Board on May 25, 2022 for approval. The item will be customary in nature and not deviate from the established scope of work or program delivery. One notable change to the contract will include language to allow CAPK to offer incentive-based compensation to employees paid from the contract funds.

Additional changes to the contract refer to services to clients. Staff has an expectation of how many clients being served, and in previous contracts, there was a set number of clients to be served. The new language states a number "up to" as a result of the success of the program with client retention and the clients not wanting to move on, and program staff continues to provide services and supporting their education needs. With lower turnover, the program may not reach capacity of 240 in the current year or 300 in the next year, however, staff wanted to make sure that the contract language identified that staff would serve up to that amount, with no expectation that to reach the amount specified in the contract.

Civil rights training for staff members is a requirement by the California Department of Social Services. The funding amount is $6.8 million that will be distributed equally as $3.4 million in year one and the same amount in year two. There is a possibility that there will be an increase when the new state budget is released, and if that happens, staff will bring that amount back to the Board for approval.

Craig Henderson asked about the possibility of expansion. Jerry Meade responded and said the county has already approached staff about expansion and there is not approved funding yet in the state budget. If approved funding comes in, and it is expected that it will, they are wanting us to do is look at other areas for expansion specifically Kern River Valley.

e. April 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 April. CAPK has not used the line of credit for over a year due to the sustained unrestricted cash balance to cover the programs.

The Central Kitchen expenditures are currently 14.9% at the end of 04/30/2022 and USDA revenue is at 8.7%. Expenditures are less than the target of 16.67% (2 of 12 months). Due to COVID-19 the Central Kitchen is unable to serve the same level of meals for the Head Start program. It is expected that there will be a continued decline in USDA revenue. The gap will need to be picked up by Head Start funds.

CMAP is currently earning 36.8% as of March 31, 2022. The target for this period should be 66.6%.

Center based state programs (CSPP, CMIG and CCTR) reflect average attendance/enrollment for the current period. The part year calendar starts in August and staff is expecting low attendance rates given the restrictions stemming from the COVID-19 crisis. CCTR is at 72.3%, CSPP is at 65.3%, and CMIG is at 22.2%

Additionally, CAPK operates a CCTR program in San Joaquin County sponsored by San Joaquin County Office of Education (SJCOE). The current attendance is 25.2% with a target of 83.3%.

At the time of this report, the Finance Division has two pending vacancies.

The agency expenditure is currently at 15% for the year. This is less than the budgeted amount of 16.7%.

The Indirect Fund budget to actual report for April month end showed that revenue is surplus expenditures by $33,070 which is 6.9% of the budgeted indirect surplus. Overall expenditures are 12.6% of the budget and matches the target of 16.7% (2 of 12 months)

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

5. Committee Member Comments

Janea Benton asked if there is anything more that the Budget and Finance Committee can do to support staff. Tracy Webster responded that new accounting software is needed but it would require using discretionary funds.

Craig Henderson asked how much the software would cost. Tracy said she does not know the exact cost of the software but is currently budgeting $100,000. Tracy said the software is in the Strategic Plan under Goal Group 6 and she is working with the committee to find a similar RFP to help develop a budget.

The Budget and Finance Committee implored the CFO to make the presentation for new accounting software.

6. Next Scheduled Meeting

Budget & Finance Committee
12:00 pm
Wednesday, June 22, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:46 pm.

o

MEMORANDUM

To: Budget and Finance Committee

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

Date: May 18, 2022

Subject: Agenda Item 4A: *Head Start*
Budget to Actual Report for the period ended April 30, 2022 – **Info Item**

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

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through April 30, 2022. Two months (16.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 12% 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 5% of the budget.

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

Non-Federal share is at 13% of the budget.

Community Action Partnership of Kern
Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - April 30, 2022
Month 1 of 12 (16.7%)

Prepared 5/12/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	8,963,132	1,018,669	7,944,463	11%	89%
FRINGE BENEFITS	3,619,011	351,322	3,267,689	10%	90%
TRAVEL	-	11,835	(11,835)		
EQUIPMENT	55,000	-	55,000		
SUPPLIES	890,498	141,394	749,104	16%	84%
CONTRACTUAL	165,175	63,372	101,803	38%	62%
CONSTRUCTION	-	-	-		
OTHER	2,724,977	447,294	2,277,683	16%	84%
INDIRECT	1,584,740	187,305	1,397,435	12%	88%
TOTAL BASE FUNDING	**18,002,533**	**2,221,191**	**15,781,342**	**12%**	**88%**

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	2,727	39,177	7%	93%
SUPPLIES	23,986	749	23,237	3%	97%
CONTRACTUAL	22,800	-	22,800	0%	100%
OTHER	72,752	4,567	68,185	6%	94%
INDIRECT	16,144	699	15,445	4%	96%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**177,586**	**8,742**	**168,844**	**5%**	**95%**

CARRYOVER

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

GRAND TOTAL HS FEDERAL FUNDS	**18,180,119**	**2,229,933**	**15,950,186**	**12%**	**88%**

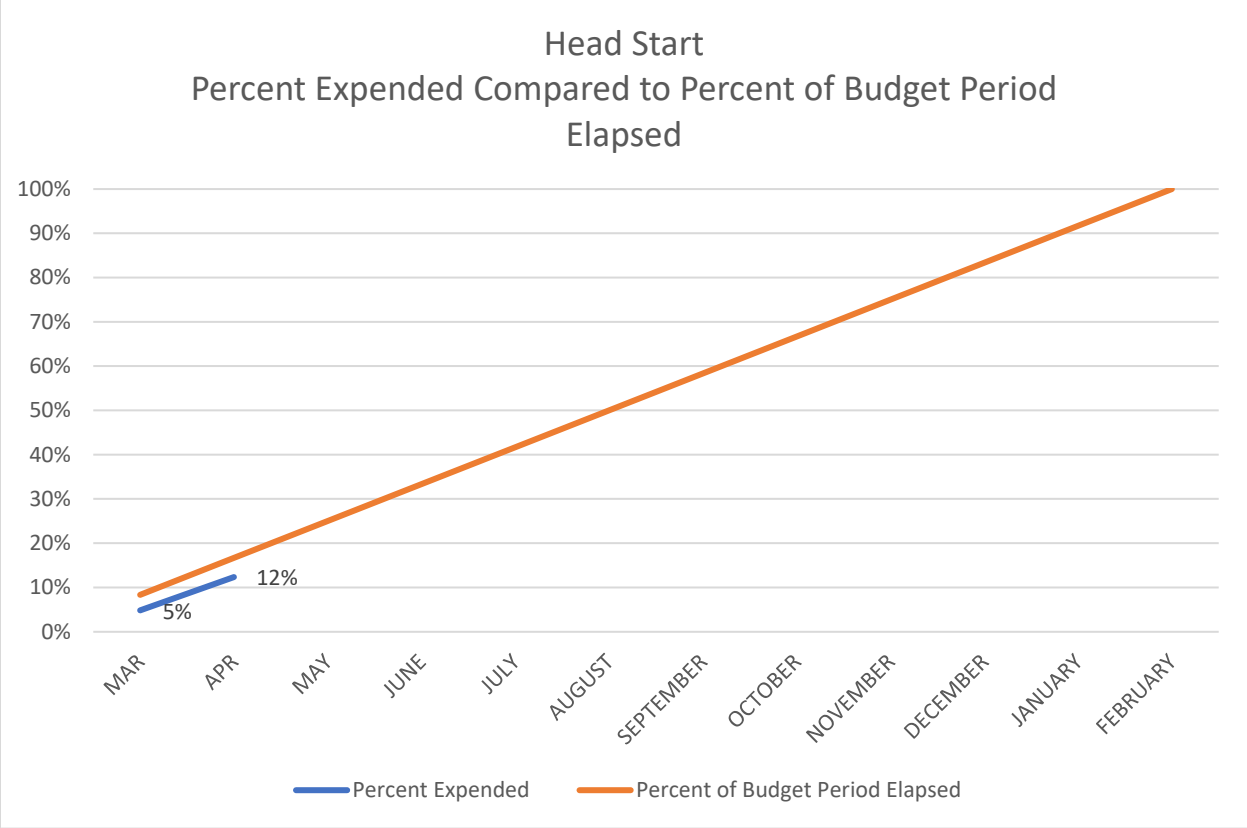
HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,567,638	3,362	1,564,276	0%	100%
CALIF DEPT OF ED	4,850,821	821,283	4,029,538	17%	83%
TOTAL NON-FEDERAL	**6,418,459**	**824,645**	**5,593,814**	**13%**	**87%**

Budget reflects Notice of Award #09CH011132-04-00
Actual expenditures include posted expenditures and estimated adjustments through 04/30/2022
Administrative Cost for HS and EHS Combined **7.2%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	36,289	-	-	-	**36,289**	5/12/2022
Lowe's	-	0	-	-	**0**	
Smart & Final	153	-	-	317	**470**	5/1/2022
Save Mart	1,326	47	29	-	**1,401**	5/4/2022
Chevron & Texaco Business Card	10,923	-	-	-	**10,923**	5/6/2022
Home Depot	0	-	-	-	**0**	
	48,691	**47**	**29**	**317**	**49,083**	


Head Start
Percent Expended Compared to Percent of Budget Period Elapsed
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
12%
5%
MAR
APR
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
Percent Expended
Percent of Budget Period Elapsed

MEMORANDUM

To: Budget and Finance Committee

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

Date: May 18, 2022

Subject: Agenda Item 4A: *Early Head Start*
Budget to Actual Report for the period ended April 30, 2022 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the third-year budget period is March 1, 2022, through April 30, 2022.

The following are highlights of the Kern Early Head Start Budget to Actual Report for the period of March 1, 2022, through February 28, 2023. Two months (16.7%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 11% of the budget.

Training & Technical Assistance Funds

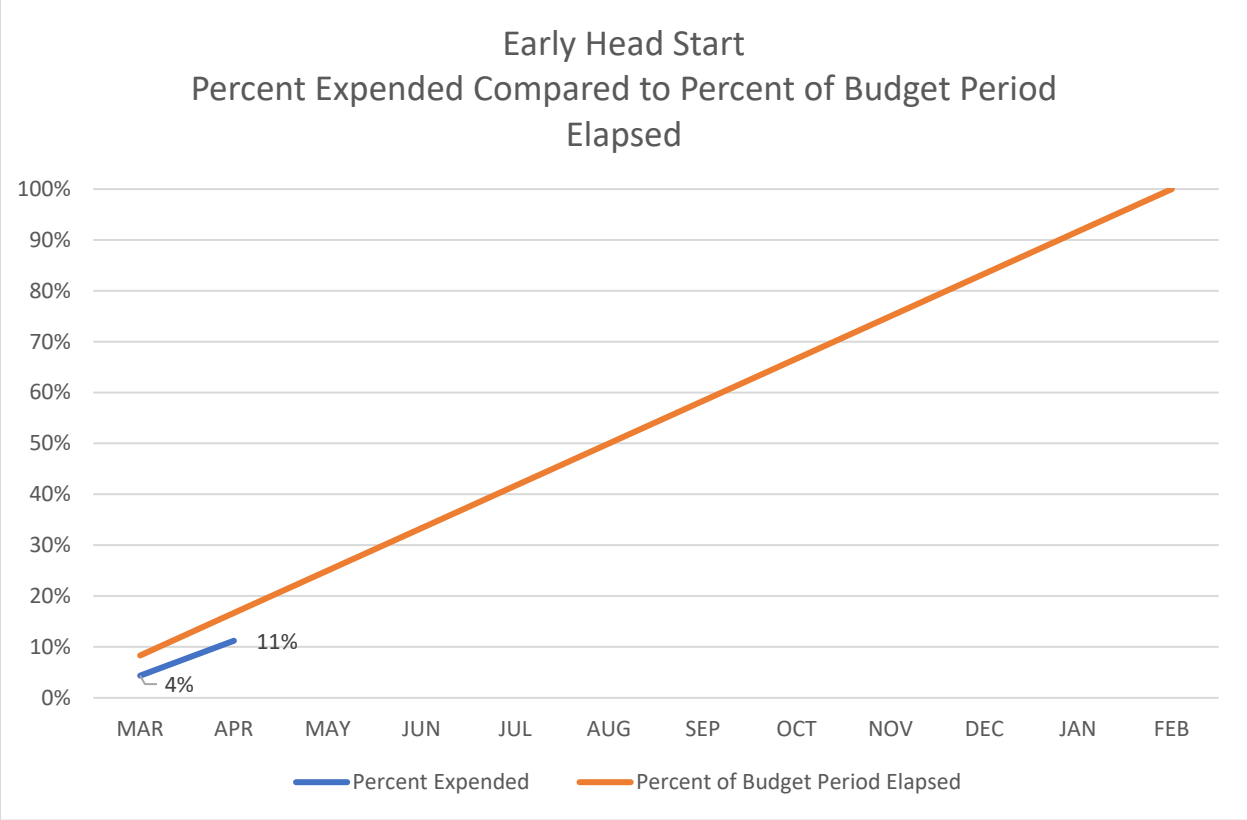
Overall expenditures are at 2% of the budget.

Community Action Partnership of Kern
Early Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - March 31, 2022
Month 1 of 12 (8.3%)

Prepared 5/12/2022

BASE FUNDS	**BUDGET**	**ACTUAL**	**REMAINING**	**% SPENT**	**% REMAINING**
PERSONNEL	9,444,729	948,229	8,496,500	10%	90%
FRINGE BENEFITS	2,228,717	296,468	1,932,249	13%	87%
TRAVEL	-	13,858	(13,858)		
EQUIPMENT	45,000	-	45,000		
SUPPLIES	946,255	146,641	799,614	15%	85%
CONTRACTUAL	1,051,918	47,690	1,004,228	5%	95%
CONSTRUCTION	-	-	-		
OTHER	1,784,305	289,507	1,494,798	16%	84%
INDIRECT	1,504,851	162,359	1,342,492	11%	89%
TOTAL BASE FUNDING	**17,005,775**	**1,904,752**	**15,101,023**	**11%**	**89%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	44,192	1,567	42,625	4%	96%
SUPPLIES	30,013	337	29,676	1%	99%
CONTRACTUAL	26,080	-	26,080	0%	100%
OTHER	212,393	4,663	207,730	2%	98%
INDIRECT	31,268	1,644	29,624	5%	95%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**343,946**	**8,210**	**335,736**	**2%**	**98%**
CARRYOVER					
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	-	-	-		
OTHER	-				
INDIRECT	-				
TOTAL CARRYOVER	**-**	**-**	**-**		
GRAND TOTAL EHS FEDERAL FUNDS	**17,349,721**	**1,912,962**	**15,436,759**	**11%**	**89%**

Budget reflects Notice of Award #09CH011132-04-00
Actual expenditures include posted expenditures and estimated adjustments through 04/30/2022


Early Head Start
Percent Expended Compared to Percent of Budget Period Elapsed
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
11%
4%
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
Percent Expended
Percent of Budget Period Elapsed

MEMORANDUM

To: Budget and Finance Committee

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

Date: May 18, 2022

Subject: Agenda Item 4A: *American Rescue Plan Funding*
Budget to Actual Report for the period ended April 30, 2022 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through April 30, 2022. Thirteen months (54%) of the 24-month budget period have elapsed.

COVID

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

American Rescue Plan Act

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

Community Action Partnership of Kern

American Rescue Plan

Budget to Actual Report

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

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

Month 13 of 24 (54.17%)

Prepared 1/11/2022

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

American Rescue Plan Act

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

GRAND TOTAL ARP FEDERAL FUNDS	**3,336,361**	**670,559**	**2,665,802**	**20%**	**80%**

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 04/30/2022

MEMORANDUM

To: Budget and Finance Committee

From: Jerry Meade, Head Start Assistant Director - Program

Date: May 18, 2022

Subject: *Agenda Item B1:* Head Start and Early Head Start Kern Carryover Request 2022 – ***Action Item***

Head Start and Early Head Start Kern is requesting a Carryover Request for the 2022-2023 budget year. This request will permit the transfer of a balance from a budget period that has ended into a current budget period to support incomplete activities from the budget period in which funds were originally awarded. The Head Start and State Child Development Division seeks a budget carryover of $3,307,128 which includes Base, Training and Technical Assistance, 20/21 Carryover, and CARES Act Funding.

Carryover and Base funds will be utilized to complete construction projects at four of our child development centers (Harvey Hall, Pete Parra, Martha J. Morgan, and Sterling). The construction includes 11 classrooms in these locations. The classrooms will be completed by the end of the current fiscal year. T&TA funds will be utilized to support professional development opportunities for HS/EHS staff. CARES Act Funding will support the employee retention incentive program approved by the BOD last month.

This proposal was formulated through discussions with the Region IX Office, as well as with members of our Board of Directors. These consultations have supported CAPK's request to carryover the balance into the 2022-2023 fiscal year. In consultation with Finance, we have determined that the un-obligated balance is equal to the amount that is being requested.

These projects align with CAPK's strategic goal to support school readiness by increasing the number of classrooms and supporting the delivery of services. The Office of Head Start has approved the funding for these projects, however, CAPK awaits the formal approval from Washington DC to execute the construction as outlined in the request. The program will move forward with the construction of classrooms and the delivery of trainings when CAPK receives formal approval for these projects and the budget carryover has been approved.

Recommendation

Staff recommends the Budget and Finance Committee approves with resolution the submission of the Head Start and Early Head Start Kern Carryover Request for the grant #09CH011132.

Attachments:

HS EHS Kern Carryover Budget Detail
HS EHS Kern Carryover Request Resolution

Kern EHS/HS Carryover Request 2022-23

Budget Detail

HS Grant 09CH011132-03	Unobligated Balances	
	HS	**EHS**
G094122 HS Base	$633,398	
G094122 EHS Base		$1,601,144
G094121 EHS T&TA		$24,512
G094122 EHS Carryover		$957,058
G090900 CARES	$91,016	
Sub Total	$724,414	$2,582,714
Grand Total		**$3,307,128**

RESOLUTION #2022-16

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Carryover Request for Head Start and Early Head Start Kern

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on May 25th 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 Head Start and Early Head Start Kern Grant #09CH011132, has requested to submit a Carryover Request for the 2022-2023 budget year; and

WHEREAS, the Head Start and State Child Development Division seeks a budget carryover of $3,307,128 which includes Base, Training and Technical Assistance, 20/21 Carryover, and CARES Act Funding; and

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

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the submission of a Carryover Request for the Head Start and Early Head Start Kern Grant; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to act on behalf of the Board as CAPK's representative signatory with regard to the submission of a Carryover Request for the Head Start and Early Head Start Kern Grant #09CH011132.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 25th day of May, 2022.

Fred Plane, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Budget and Finance

From: Jerry Meade, Assistant Director ~ Program

Date: May 18, 2022

Subject: *Agenda Item 4C:* Funding Increase Request for a Cost-of-Living Adjustment (COLA) – **Action Item**

The Head Start & State Child Development program is requesting approval to submit a Cost-of-Living Adjustment (COLA) and Quality Improvement funding (QI) funding application. Through the Consolidated Appropriations Act, 2022 programs funded under the Head Start Act will receive a 2.28% COLA from the Office of Head Start. Additionally, CAPK will receive QI funding proportionate to their federal funded enrollment. Each grantee must apply for a COLA and QI funding for the FY 2022 fiscal year.

The COLA and QI applications will request the following funding amounts as indicated in the funding guidance received from Office of Head Start, Region IX and is subject to the provision of Section 653 and 640(j) of the Head Start Act. The primary intent of these funds will be used to permanently increase staff salaries and EHS Child Care Partnership contracts by 2.28 percent. QI funding will support pay-rate increases for educational and family support positions as deemed necessary by recent wage comparability study. Remaining funds will we used to offset costs to fringe benefits. Once the funding award is received, adjustments will be made to the Head Start pay scale. Upon receipt of the notice of Award, staff will receive a retroactive payment back to March 1, 2022. The funding amount are as follows:

- Head Start/Early Head Start COLA - $798,190
- Head Start/Early Head Start QI- $140,739

In consultation with Finance, this proposal includes a budget detail. The COLA and QI funding will be implemented upon approval and will be effective as of the beginning of the 2022-2023 fiscal year.

Recommendation

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

Attachments:

HS/EHS COLA & QI Budget Detail – 2022
Resolution #2022-17

Community Action Partnership of Kern
Head Start and State Child Development Division

FY2022 COLA & Quality Improvement

2022-2023 Budget Detail

HEAD START & EARLY HEAD START				
Category/ Line Item	**2022-23 APPROVED**	**2022-23 PROJECTED COLA & QI**	**VARIANCE**	**COMMENTS**
PERSONNEL	29,231,198	29,808,345	577,147	2.28% Increase and QI funding for Education Personnel
FRINGE BENEFITS	8,644,797	8,911,720	266,923	Increased Fringe
TRAVEL	86,096	86,096	0	
EQUIPMENT	100,000	100,000	0	
SUPPLIES	1,983,252	1,983,252	0	
CONTRACTUAL	1,265,973	1,275,475	9,502	2.28% COLA CCP Contracts
CONSTRUCTION	-	-	-	
OTHER	5,917,377	5,917,377	0	
INDIRECT	4,592,270	4,677,627	85,357	Increased Indirect
TOTAL	51,820,963	52,759,892	**938,929**	

RESOLUTION # 2022-17

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

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on May 25, 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 Head Start and State Child Development Division is requesting a Funding Increase for a Cost of Living Adjustment (COLA) and Quality Improvement for Grant #09CH011132 by $938,929; and

WHEREAS, the Head Start and State Child Development Division is requesting a permanent increase to staff salaries and amend Child Care Partnership contracts by 2.28 percent and will provide retroactive payments back to March 1, 2022; and

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

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

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

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 25 day of May 2022.

Fred Plane, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Budget and Finance

From: Jerry Meade, Assistant Director ~ Program

Date: May 18, 2022

Subject: *Agenda Item 4D:* Home Visiting Program 2022-2024 Contract with KCDHS – **Info Item**

The Head Start and State Child Development Division has been negotiating the renewal of their Home Visiting Contract with Kern County Department of Human Services (DHS) in last few weeks. The new contract period will begin July 1, 2022, and continue through June 30, 2024. The total contract funding is $6,828,122 which will distributed as $3,414,061 per year for two years.

CAPK anticipates receiving the final contract from DHS by May 19, 2022, and will be presented to the full board on May 25, 2022 for approval. The item will be customary in nature and not deviate from the established scope of work in our established program delivery. One notable change to the contract will include language to allow CAPK to offer incentive-based compensation to employee paid from these contract funds.

Though this contract does not include an increase to the funded enrollment of participants, additional funding may be made available during the contract period. Any increase in funding will be brought to the board for approval to discussion expansion opportunities.

BUDGET AND FINANCE COMMITTEE

MAY 18, 2022

FINANCIAL REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
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 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community 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 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community 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 2022/23

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

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
12/31/21 - 3/31/22	90 days	$ 406.25	0.25%
04/01/22 - 6/30/22	90 days		0.25%
07/01/22 - 9/30/22	90 days		0.25%
10/01/22 - 12/31/22	90 days		0.25%

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

COMMUNITY ACTION PARTNERSHIP OF KERN
OPERATING CASH SUMMARY AS OF APRIL 30, 2022

PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(44,187.46)
HEAD START/EARLY HEAD START	1,322,369.89
SUBTOTAL	**1,278,182.43**
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	94,668.65
MIGRANT A/P	5,015,134.29
MIGRANT CHILD CARE	67,329.67
MIGRANT SPECIALIZED SERVICES	(36,882.68)
SAN JOAQUIN COE GENERAL CHILD CARE	(2,556.11)
STATE PRESCHOOL	1,176,751.61
SUBTOTAL	**6,319,103.13**
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	1,728.00
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(106,039.72)
EF&S	25,319.00
EFAP	(166,838.39)
FEEDING AMERICA SENIOR HUNGER	(2,746.07)
FOOD BANK	(629,694.84)
FOOD BANK EXPANSION	(394,963.19)
FOOD BANK CAPACITY PROGRAM	181,818.00
FOOD BANK - STATE	91,479.53
KAISER	1,739.36
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOUNDATION	53,761.67
SUBTOTAL	**(925,985.34)**
ENERGY	(224,161.99)
DOE WAP	(36,624.73)
LIHEAP	(545,645.33)
PG&E	(15,720.99)
DAP (Disgorgement Assistance Program)	20.33
TRANSFER NEGATIVE BALANCE	822,132.71
SUBTOTAL	**0.00**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	**2,000.00**
211	110,129.85
211 HOSPITAL PREPAREDNESS PROGRAM	0.00
AMERICORPS - CALIFORNIA VOLUNTEERS	(13.46)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(7,549.63)
CAL FRESH	(20,654.17)
CALEITC	(201,752.15)
CAPK FOUNDATION	(163,359.66)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	(1,765.64)
COST POOLS	(8,485.39)
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,125.98
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(211,298.94)
CSBG	48,544.22
CSBG CARES ACT	24,712.17
CSBG DISCRETIONARY	49,755.88
DIFFERENTIAL RESPONSE	(35,300.10)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,244,621.66
EAST KERN FAMILY RESOURCE CENTER	22,447.07
ESG CARES ACT HOMELESS SERVICES	(572,969.50)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(674.61)
ESG COORDINATED ENTRY SERVICE - COVID19	(14,289.82)
FIRST 5 KERN 211	(24,741.21)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(47,379.15)
FIRST 5 HELP ME GROW	(39,985.83)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(54,944.34)
FRIENDSHIP HOUSE	10,577.90
FUNDRAISING	275,059.44
GAAP FUND	0.00
GENERAL FUND	(51,654.45)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(651.21)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(242,284.74)
HOUSING FOR THE HARVEST STATE	(36,017.99)
HUD-COORDINATED ENTRY SYSTEM	(16,275.15)
COUNTY OF KERN - 211	(733.48)
INDIRECT FUND	(140,547.10)
IRS - VITA	(16,182.40)
TAX ASSISTANCE	60,989.01
M ST NAVIGATION CENTER	20,177.87
NEOPB CAL FRESH HEALTHY LIVING	(335,247.64)
POSITIVE YOUTH DEV SVC	(6,462.41)
POSITIVE YOUTH M	(39,190.77)
SHAFTER YOUTH CENTER	48,905.10
OASIS FAMILY RESOURCE CENTER	19,861.93
SIERRA FOUNDATION - ASTHMA MITIGATION	82,810.40
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	(4.19)
SO CA EDISON - 211 CUSTOMER RELATIONS	0.01
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	(46.20)
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	(0.01)
WELLS FARGO FOUNDATION	46,981.80
WIC	(441,797.58)
LESS: ENERGY NEGATIVE BALANCE	(822,132.71)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	**1,644,338.91**
TOTAL OPERATING CASH	8,317,639.13

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
April 30, 2022

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT 04/30/22		9,237,321.07
LESS: OUTSTANDING CHECKS	955,867.34	
ADJUSTED BANK BALANCE AT 04/30/22		8,281,453.73
GENERAL LEDGER BALANCE AT 03/31/22		11,135,195.93
ADD: DEPOSITS	1,387,647.40	
US TREAS DRAWDOWNS	4,862,462.62	
FUNDS FROM OTHER GRANTS	663,636.51	
TRANSFERS FROM RESTRICTED ACCOUNTS	-	
ADP /HEALTH EQUITY REFUND	2,254.37	
REIMBURSEMENT OF ALTERED PAYEE	962.23	
	-	
	-	
	-	
LESS: CHECKS	5,022,708.08	
ADP PAYROLL 4/8/22	1,461,197.80	
ADP PAYROLL 4/22/22	1,481,569.24	
EFTS FOR HRA/HSA/ STD/403B	237,310.26	
REC LOAN PRINCIPAL/INT EXPENSES	30,884.07	
TRANSFERS FROM RESTRICTED ACCOUNTS	-	
CREDIT CARD	36,185.30	
BANK FEES	-	
ACH VOUCHERS	1,500,850.58	
GENERAL LEDGER BALANCE AT 04/30/22		8,281,453.73
	DIFFERENCE:	-

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 05/06/2022

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: May 6, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
March 31, 2022

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	**03/31/22**		**993,830.33**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**03/31/22**		**993,830.33**

BALANCE PER G/L	**02/28/22**		**993,699.65**
ADD: DEPOSITS		0.00	
INTEREST		130.68	
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	**03/31/22**		**993,830.33**

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: 05/03/22

APPROVED BY: _____ TITLE: Chief Financial Officer DATE: _____

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

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2022

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	**04/30/22**		**627,676.88**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**04/30/22**		**627,676.88**

BALANCE PER G/L	**03/31/22**		**627,594.34**
ADD: DEPOSITS		0.00	
INTEREST		82.54	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
WIRE TRANSFER		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**04/30/22**		**627,676.88**

** 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: 05/02/22

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: May 2, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2022

WELLS FARGO BANK, N.A.
P. O. BOX 6302(
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	**04/30/22**		**96,827.50**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE	**04/30/22**		**96,827.50**
BALANCE PER GENERAL LEDGER	**03/31/22**		**94,324.63**
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
ONLINE DONATIONS		2,588.20	
PAYPAL DEPOSIT		0.00	
INTEREST		12.52	
LESS: APPLIED MERCHANT DEBITS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		80.40	
BANKCARD FEES		17.45	
CASH CONCENTRATION FEE		0.00	
FUND TRANSFER TO GENERAL FUND		0.00	
		0.00	
BALANCE PER GENERAL LEDGER:	**04/30/22**		**96,827.50**

** October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing.*
*** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.*
**** January 2018 name changed from HOPE Program Account to On-line Donations Account.*

Difference: **0.00**

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 05/03/22

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: May 4, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2022

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	**04/30/22**		**35,032.58**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**04/30/22**		**35,032.58**

BALANCE PER G/L	**03/31/22**		**35,027.98**
ADD:	DEPOSITS	0.00	
	INTEREST	4.60	
	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	**04/30/22**		**35,032.58**

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 05/02/22

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: May 2, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
April 30, 2022

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	**04/30/22**		**11.96**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**04/30/22**		**11.96**

BALANCE PER G/L	**03/31/22**		**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	**04/30/22**		**11.96**

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 05/02/22

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: May 2, 2022

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

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	$ -
Gloria Barbero	Administrator - EHS San Joaquin	283.98
Yolanda Gonzales	Director of Head Start/State Child Development Programs	4,763.12
Freddy Hernandez	Director of Youth and Community Services	7,754.11
Laurie Hughey		
Traco Matthews	Chief Program Officer	5,242.42
Lisa McGranahan	Director of Human Resources	104.90
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	1,555.64
Pritika Ram	Director of Administration	2,545.28
Jeremy Tobias	Chief Executive Officer	2,498.60
Emilio Wagner	Director of Operations	1,114.88
Tracy Webster	Chief Financial Officer	514.00
Rebecca Moreno	Director of Community Development	9,821.98
Susana Magana	Director of Nutrition Services	90.46
	Total	$ 36,289.37

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Capk Ap	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

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 : 4/1/2022 - 4/29/2022

Statement Summary

Name	Gloria Barbero	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/21/2022	4/22/2022	Allegnt*air Btng4r				283.98

Gloria's travel to Las Vegas, NV to attend the 2022 WIPFLI Conference.

Transaction Count: 1

Total: 283.98

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Yolanda Gonzales	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	3/30/2022	4/1/2022	American Air				697.21
	TRAVEL ARRANGEMENTS AIR FLIGHT FOR LORENZO MALDONADO FOR THE CACFP ANNUAL CONFERENCE NEW ORLEANS, LA 04/17/22 - 04/22/22						
2	3/30/2022	4/1/2022	American Air				697.21
	TRAVEL ARRANGEMENTS AIR FLIGHT FOR CAROL HENDRICKS FOR THE CACFP ANNUAL CONFERENCE - NEW ORLEANS, LA 04/17/22-04/22/22						
3	3/31/2022	4/1/2022	Paypal				29.00
	REGISTRATION FOR PYRAMID TRAINING FOR MARISELA GONZALEZ						
4	4/6/2022	4/7/2022	Zoom.Us 888-799-9666				749.90
	ZOOM MEMEBERSHIP ANNUAL RENEWAL						
5	4/22/2022	4/25/2022	Hyatt Regency New Orlns				996.90
	LODGGING FOR LORENZO MALDONADO FOR THE CACFP ANNUAL CONFERENCE - NEW ORLEANS, LA 4/17/22-4/22/22						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	4/22/2022	4/25/2022	Hyatt Regency New Orlns				996.90
	LODGGING FOR CAROL HENDRICKS FOR CACFP ANNUAL CONFERENCE - NEW ORLEANS, LA 4/17/22-4/22/22						
7	4/26/2022	4/27/2022	Www.Simpliv.Com				596.00
	REGISTRATION FOR 4 STAFF TRAINING ON SUMMARIZE, VISUALIZE, FILTER & PROTECT EXCEL						

Transaction Count: 7

Total: 4,763.12

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Freddy Hernandez	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/20/2022	4/22/2022	United				1,196.20
	Airline purchase for Freddy Hernandez to attend the NEUAC Conference in New Orleans.						
2	4/20/2022	4/22/2022	Mgm Grand - Adv Dep				89.57
	Hotel for Sulema Garcia to attend the Latino Tax Fest in Las Vegas.						
3	4/20/2022	4/22/2022	United				147.00
	Airline purchase for Freddy Hernandez to attend the NEUAC Conference in New Orleans.						
4	4/20/2022	4/22/2022	United				1,480.21
	Airline purchase for Freddy Hernandez to attend the NEUAC Conference in New Orleans. This charge is expected to be refunded.						
5	4/20/2022	4/22/2022	Mgm Grand - Adv Dep				89.57
	Hotel for Jacquelyn Guerra to attend the Latino Tax Fest in Las Vegas.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	4/20/2022	4/22/2022	United				27.00
	Airline purchase for Freddy Hernandez to attend the NEUAC Conference in New Orleans. This charge is expected to be refunded.						
7	4/20/2022	4/22/2022	United				109.00
	Airline purchase for Freddy Hernandez to attend the NEUAC Conference in New Orleans. This charge is expected to be refunded.						
8	4/20/2022	4/22/2022	United				79.00
	Airline purchase for Freddy Hernandez to attend the NEUAC Conference in New Orleans.						
9	4/21/2022	4/22/2022	Hyatt Hotels French Q				2,692.90
	Hotel for Freddy Hernandez for NEUAC Conference in New Orleans.						
10	4/22/2022	4/25/2022	Harbor Breeze				215.00
	Tickets for a field trip for community youth purchased by Lois Hannible. The field trips are being funded by the California Coastal Commission.						
11	4/23/2022	4/25/2022	Aquarium Of Pactix				725.20
	Tickets for a field trip for community youth purchased by Lois Hannible. The field trips are being funded by the California Coastal Commission.						
12	4/25/2022	4/26/2022	Canva* I03401-36570487				12.95
	Software required for VITA.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13	4/25/2022	4/27/2022	Mgm Grand - Adv Dep				89.57
	Hotel for Lesley Chavez to attend the Latino Tax Fest in Las Vegas.						
14	4/25/2022	4/27/2022	Mgm Grand - Adv Dep				89.57
	Hotel for Andrea Chavez to attend the Latino Tax Fest in Las Vegas.						
15	4/25/2022	4/27/2022	Latino Tax Professionals				1,347.00
	Registration for Lesley Chavez, Andrea Chavez, and Jayshree Madeka to attend the Latino Tax Fest in Las Vegas.						
16	4/25/2022	4/27/2022	Mgm Grand - Adv Dep				89.57
	Hotel for Jayshree Madeka to attend the Latino Tax Fest in Las Vegas.						
17	4/28/2022	4/29/2022	Aquarium Of Pactix				-725.20
	Refund for fieldtrip tickets for the youth, they will be going at a later date.						

Transaction Count: 17

Total: 7,754.11

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Traco Matthews	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-3726	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/7/2022	4/8/2022	Wipflillp				2,022.00
	Registration for Wipfli Stronger to Serve Conference for Vanessa Nevarez in Las Vegas.						
2	4/7/2022	4/11/2022	Caesars Place Adv Rsvn				192.80
	Hotel for Vanessa Nevarez to attend the WIPFLI Conference in Las Vegas.						
3	4/12/2022	4/13/2022	Bwbc 2022				199.00
	Registration for Vanessa Nevarez to attend the Bakersfield Women's Business Conference.						
4	4/21/2022	4/22/2022	Caplaw.Org				605.00
	2022 CAPLAW National Training Conference for Traco in Chicago.						
5	4/21/2022	4/25/2022	American Air				812.21
	Airline purchase for Ana Alcaraz to attend the Frog Street Splash Conference in Grapevine, TX.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	4/21/2022	4/25/2022	American Air				877.21
	Airline purchase for Curneisha Osborne to attend the Frog Street Splash Conference in Grapevine, TX.						
7	4/21/2022	4/25/2022	American Air				534.20
	Airline ticket purchase for Traco to attend the CAPLAW National Training Conference in Chicago.						

Transaction Count: 7

Total: 5,242.42

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Lisa McGranahan	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/10/2022	4/12/2022	Biometrics4all Inc				23.25
	Relay Fees for running New Hire Fingerprints Invoice Period 3/01/2022-3/31/2022 Invoice Date 4/01/2022						
2	4/19/2022	4/20/2022	Seq Sand Rosedale				81.65
	Lunch provided after Union negotiations meeting.						

Transaction Count: 2

Total: 104.90

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Jerry Meade	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-5025	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	3/31/2022	4/1/2022	Skillpath / National				298.00
	Registration for Chistopher Tafoya to attend Thinking on Your Feet: Speak Intelligently at a Moments Notice on April 18, 2022						
2	3/31/2022	4/1/2022	Traininng Llc				399.00
	Registration forProfessional Development group recorded version for "Retention Interviews" webinar						
3	3/31/2022	4/1/2022	Skillpath / National				199.00
	Reistration for Chistopher Tafoya to attend The Conference for Administrative Excellence on April 22, 2022						
4	4/1/2022	4/4/2022	Headstartca.Org				250.00
	1 Year Featured Employer for Head Start California Online Job Postings						
5	4/7/2022	4/8/2022	Spiffies				259.95
	Dental Hygiene Products for EHS/HS Children						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	4/20/2022	4/21/2022	Cps Hr Consulting				54.84
	Registration for Site Supervisor Licensing Application Online Orientation Training						
7	4/20/2022	4/21/2022	Fsp*kern Cpr, Llc				90.00
	Registration for Site Supervisor for Licensing Preventative Health, Safety, and Nutrition						
8	4/20/2022	4/21/2022	Cps Hr Consulting				4.85
	Registration for Site Supervisor for Licesning Record Keeping Orientation Training						

Transaction Count: 8

Total: 1,555.64

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Pritika Ram	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/7/2022	4/8/2022	Wipflillp				1,525.00
	Wipfli Conference Registration for Savannah Maldonado.						
2	4/7/2022	4/8/2022	Paypal				199.00
	JSTOR JPASS 1-Year Subscription Plan (Digital Library with Access to more than 12 million journal articles, books, images & primary sources in 7 5 disciplines)						
3	4/8/2022	4/11/2022	Caesars Place Adv Rsvn				197.28
	Advance Deposit for Savannah Maldonado to attend Wipfli Conference in Las Vegas.						
4	4/15/2022	4/18/2022	Sp Charityhowto				174.00
	Registration fee for Webinar for Corinne Thompson. Title of Webinar: Federal Grants 201: How to Feel Confident & Competitive as You Click Submit						
5	4/28/2022	4/28/2022	Bc Foundation				450.00
	Registration Fees for C. Thompson, K. Vazquez, and V. Cortez to attend the Good Jobs with Equity training on May 3, 2022.						

Transaction Count: 5

Total: 2,545.28

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Jeremy Tobias	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/6/2022	4/7/2022	Kern Literacy Council				425.00
	5 Tickets for the Kern Literacy Read for Life Celebration Dinner. See attached documentation for attendee names.						
2	4/6/2022	4/8/2022	Exxonmobil 97224224				96.54
	Gasoline for CEO's Agency Vehicle						
3	4/9/2022	4/12/2022	Sheraton Inner Harbor				1,323.05
	Hotel Bill for Board Member Michelle Jara-Rangel to attend the National Head Start Association Conference in Baltimore, MD.						
4	4/12/2022	4/13/2022	Www.Calcapa.Org				499.00
	Registration Fee for Jeremy Tobias to attend CalCAPA Annual Conference						
5	4/23/2022	4/25/2022	Shell Oil 10007167025				96.28
	Gasoline for CEO's Agency Vehicle						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	4/26/2022	4/28/2022	Shell Oil 57444479703				58.73
	Gasoline for CEO's Agency Vehicle						

Transaction Count: 6

Total: 2,498.60

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Emilio Wagner	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/7/2022	4/8/2022	Target 00025247				14.39
	Purchase Target 00025247						
2	4/14/2022	4/15/2022					0.20
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1 Other Debits Currency Conversion Fee						
3	4/14/2022	4/15/2022	Vosker Elite-Monthly				20.00
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1						
4	4/14/2022	4/15/2022					0.20
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1 Other Debits Currency Conversion Fee						
5	4/14/2022	4/15/2022	Vosker Elite-Monthly				20.00
	Timelapse Service FB Expansion 6525-504-000-120-000-00-2-1						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	4/19/2022	4/19/2022	Microsoft#g009792710				514.69
	Microsoft Azure - Software Support HS 6320-109/108-001-120-000-16-1-1						
7	4/20/2022	4/21/2022	Mindbody				445.40
	Premier Basic monthly charge and subscription fee for April 2022						
8	4/21/2022	4/22/2022	Ring Protect Plus Yr				100.00
	Purchase Ring Protect Plus Yr						

Transaction Count: 8

Total: 1,114.88

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Tracy Webster	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/25/2022	4/26/2022	Api Apa Gpmi Meet Apas				514.00
	Purchase Api Apa Gpmi Meet Apas						

Transaction Count: 1

Total: 514.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Rebecca Moreno	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	3/30/2022	4/1/2022	Travelodge				95.20
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
2	4/7/2022	4/11/2022	Sacramento Holiday Inn				1,041.48
	Hotel for Rebecca Moreno for Housing CA Conference in Sacramento.						
3	4/7/2022	4/11/2022	Sacramento Holiday Inn				965.59
	Hotel for Laurie Hughey for Housing CA Conference in Sacramento.						
4	4/7/2022	4/11/2022	Sacramento Holiday Inn				965.59
	Hotel for Keith Jackson for Housing CA Conference in Sacramento.						
5	4/11/2022	4/12/2022	Expedia 72284314048642				29.11
	Expedia cancelation protection for Rebecca Moreno to attend the Built for Zero Learning Session in Chicago.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	4/11/2022	4/12/2022	Expedia 72284314048642				3.35
	Expedia booking fee for Rebecca Moreno to attend the Built for Zero Learning Session in Chicago.						
7	4/11/2022	4/13/2022	American Air				203.60
	Airline ticket for Rebecca Moreno to attend the Built for Zero 2022 Learning Session in Chicago.						
8	4/11/2022	4/13/2022	United				194.60
	Airline ticket for Rebecca Moreno to attend the Built for Zero Spring 2022 Learning Session in Chicago.						
9	4/12/2022	4/13/2022	Clartyconnect2022				649.00
	Registration for Keith Jackson for the Clarity Connect Conference in Las Vegas.						
10	4/12/2022	4/13/2022	Clartyconnect2022				-649.00
	Refund for Keith Jackson for the Clarity Connect Conference in Las Vegas.						
11	4/13/2022	4/14/2022	Csh Training Center				270.00
	Purchase for Hannah Weightman for CSH Supportive Housing Training.						
12	4/13/2022	4/14/2022	Csh Training Center				270.00
	Purchase for Jacqueline Perez for CSH Supportive Housing Training.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13	4/13/2022	4/14/2022	Csh Training Center				270.00
	Purchase for Alyx Petrovich for CSH Supportive Housing Training.						
14	4/13/2022	4/14/2022	Csh Training Center				270.00
	Purchase for Angelica Armenta for CSH Supportive Housing Training.						
15	4/13/2022	4/14/2022	Csh Training Center				270.00
	Purchase for Jamie Lujan for CSH Supportive Housing Training.						
16	4/13/2022	4/14/2022	Csh Training Center				270.00
	Purchase for Carol Wellman for CSH Supportive Housing Training.						
17	4/13/2022	4/14/2022	Csh Training Center				270.00
	Purchase for Eunice Canchola for CSH Supportive Housing Training.						
18	4/13/2022	4/14/2022	Csh Training Center				380.00
	Purchase for Sabrina Jones for CSH Supportive Housing Training, Supervisor Training Package.						
19	4/13/2022	4/15/2022	Travelodge				952.00
	Isolation housing for COVID-19 patient from the M Street Navigation Center.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
20	4/21/2022	4/25/2022	Travelodge				1,102.00
	Isolation housing for COVID-19 resident at M Street Navigation Center.						
21	4/26/2022	4/27/2022	Naeh				725.00
	Registration for Joseph Aguilar to attend the National Conference on Ending Homelessness.						
22	4/26/2022	4/27/2022	Naeh				725.00
	Registration for Rebecca Moreno to attend the National Conference on Ending Homelessness.						
23	4/26/2022	4/28/2022	Hilton Internationals				274.73
	Deposit for hotel for Rebecca Moreno to attend the National Alliance to End Homelessness in Washington DC.						
24	4/26/2022	4/28/2022	Hilton Internationals				274.73
	Deposit for hotel for Joseph Aguilar to attend the National Alliance to End Homelessness for Washington DC.						

Transaction Count: 24

Total: 9,821.98

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 4/1/2022 - 4/29/2022

Statement Summary

Name	Susana Magana	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	**Currency**	US Dollar
Reporting Period	4/1/2022 - 4/29/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	4/15/2022	4/18/2022	Chevron 0099702				32.69
	Vehicle gas due to waiting on new Chevron gas cards, current cards are expired.						
2	4/15/2022	4/18/2022	Chevron 0099702				57.77
	Vehicle gas due to waiting on new Chevron gas cards, current cards are expired.						

Transaction Count: 2

Total: 90.46

Employee Signature **Date**

Authorized Approver Signature **Date**

COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (2 OF 12 MONTHS OR 16.66%)

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	189,771	8.7%	1,993,888
Head Start Subsidy	377,301	191,755	50.8%	185,546
Total Revenue	2,560,960	381,526	14.9%	2,179,434
Expenditures (Note B)				
Salaries	724,671	95,294	13.1%	629,377
Benefits	200,399	33,002	16.5%	167,397
Vehicle Gasoline, Repair/Maintenance	27,000	15,959	59.1%	11,041
Space Costs	121,700	7,729	6.4%	113,971
Supplies - Office & Food Service	92,500	24,062	26.0%	68,438
Equipment Repair/Maintenance & Lease	35,300	2,083	5.9%	33,217
Communication	14,000	2,287	16.3%	11,713
Risk Insurance	12,700	2,393	18.8%	10,307
Printing	1,000	52	5.2%	948
Hiring & Employee Costs	100	169	169.0%	(69)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	1,015,580	162,760	16.0%	852,820
Sub Total	2,245,450	345,790	15.4%	1,899,660
Adult Meals Prepared	128,794	18,993	14.7%	109,801
Indirect	186,716	16,743	9.0%	169,973
Total Expenditures	2,560,960	381,526	14.9%	2,179,434

	Prior Period	April 2022	Cumulative
Total Meals Prepared and Vended (Note C)	74,619	62,420	137,039
Total Meals Claimed	45,134	36,634	81,768
Difference	29,485	25,786	55,271

Percentage Claimed to Prepared/Vended		58.7%	59.7%

Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.
Note B: Expenditures are for meals prepared, including vended meals.
Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (8 OF 12 MONTHS = 66.6%)

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	$ 571,122	$ 754,613	$ 807,201	$ 806,954	$ 861,543	$ 1,465,384	$ 982,019	$ 1,042,161	$ 1,077,503				$ 8,368,499		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	$ -		
Net Provider Payments	$ 571,122	$ 754,613	$ 807,201	$ 806,954	$ 861,543	$ 1,465,384	$ 982,019	$ 1,042,161	$ 1,077,503	$ -	$ -	$ -	$ 8,368,499	84.85%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**22,736,992**		**36.81%**
Administration & Support Services Revenue															
Provider Payments	$ 571,122	$ 754,613	$ 807,201	$ 806,954	$ 861,543	$ 1,465,384	$ 982,019	$ 1,042,161	$ 1,077,503	$ -	$ -	$ -	$ 8,368,499		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 21.2121%		
Revenue Earned	$ 121,147	$ 160,069	$ 171,224	$ 171,172	$ 182,751	$ 310,839	$ 261,043	$ 277,030	$ 286,425	$ -	$ -	$ -	$ 1,941,701		
Program Administration/Support Services Costs	80,960	78,427	77,608	76,768	80,969	104,121	79,020	150,416	22,022			-	750,310	7.61%	
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,551	93,430	156,129	105,283	118,093	108,788			-	893,455	7.54%	
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)		
Total Operating Costs	$ 135,292	$ 160,909	$ 164,975	$ 164,319	$ 24,399	$ 260,250	$ 184,302	$ 268,509	$ 130,810	$ -	$ -	-	1,493,765	15.15%	
Revenue Earned Over/(Under) Costs	$ (14,145)	$ (840)	$ 6,249	$ 6,853	$ 158,352	$ 50,589	$ 76,741	$ 8,522	$ 155,616	$ -	$ -	-	447,936		
TOTAL COSTS - NET OF FAMILY FEES	$ 706,415	$ 915,522	$ 972,176	$ 971,272	$ 885,942	$ 1,725,634	$ 1,166,321	$ 1,310,670	$ 1,208,313	$ -	$ -	$ -	9,862,264	100.00%	

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

Provider payments	8,368,499
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	1,775,134

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (9 OF 12 MONTHS = 75%)

	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	4,775	6,100	5,430			50,598	
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	$ 236,558	$ 302,218	$ 269,013	$ -	$ -	$ 2,554,705	**72.27%**
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%	98.45%	97.97%	98.36%				**98.52%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,937	2,997	4,507	5,811	5,515	6,143	7,575	7,494	8,984	7,691			59,654	
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	$ 377,614	$ 373,588	$ 447,859	$ 383,404	$ -	$ -	$ 3,017,736	**65.93%**
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%	98.78%	98.20%	96.78%				**98.25%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	93	84	96	87	62	121	115	114	158	211			1,140	
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	$ 6,212	$ 5,913	$ 5,894	$ 8,137	$ 10,446	$ -	$ -	$ 58,319	**22.20%**
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%	100.00%	98.55%	98.94%				**98.99%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				100.00%

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 (9 OF 12 MONTHS = 75%)

	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	1,086	1,539	1,433			15,629	
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	$ 49,978	$ 70,857	$ 65,958	$ -	$ -	$ 719,394	**25.22%**
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%	98.91%	96.29%	97.91%				**98.54%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				100.00%

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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 Education

Division/CFO: Tracy Webster, CFO **Month/Year:** April-2022
Program/Work Unit: Not Applicable **Director of Finance:** Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	April-2022		Year to Date 03/1/22 -03/31/22	
Description	Number	Amount		Amount
Bank Deposits	19	1,104,858	38	9,192,242
Wire Deposits	10	663,637	20	1,668,395
Head Start/IRS Drawdowns	5	3,345,905	10	9,566,870
Vendor Checks Issued	1028	6,522,296	1,866	13,966,042
Payroll Disbursed		2,942,767		5,932,493
Grant Reports Prepared	38		74	
CalFresh Outreach				
CalFresh SSI				
CalFresh Healthy Living				
CALEITC				
CAL Food				
CDSS Food Bank Capacity 2019-2022				
City of Bakersfield Homeless Housing & Prevention				
Commodity Supplemental Food Prog				
County of Kern - 211				
CMAP Fiscal Report & Caseload				
CMIG				
CMSS				
CSPP				
CSBG Cares				
CSBG Discretionary				
CSBG 2022				
DAP				
DOE 2020				
Differential Response				
ESG CARES Act Homeless				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
Housing for the Harvest				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
WIC				

Total Division Staffing 21 positions + 2 Vacancies

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

Community Action of Partnership of Kern
Agency Total

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

ASSETS	
Cash in Bank	7,377,972
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	8,610,363
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	1,163,552
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	11,019,230
Total Assets	30,723,566
LIABILITES AND NET ASSETS	
Accounts Payable	6,079,373
Accrued Expenses	3,350,354
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	1,958,305
Deferred Revenue	-
Total Liabilites	14,138,681
Total Net Assets	16,584,884
Total Liabilities and Net Assets	30,723,566

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

REVENUE	
Grant Revenue	86,404,195
Donations	370,627
Other Revenue	7,488,585
In-Kind	228,840
Total Revenue	94,492,246
EXPENDITURES	
Salaries	37,586,473
Benefits	10,064,517
Travel	433,818
Space Costs	13,225,743
Supplies	3,302,863
Consultant/Contract Services	3,799,202
Other Costs	3,534,631
Program Costs	13,519,457
Capital Expenditures	143,633
Indirect	6,944,890
In-Kind	228,840
Total Expenditures	92,784,065
Net Change in Assets	1,708,181
Net Assets, beginning	14,876,703
Net Assets, ending	16,584,884

Community Action of Partnership of Kern
Agency Total

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

ASSETS	
Cash in Bank	9,078,912
Cash - Vacation Reserve	993,830
Petty Cash	-
Accounts Receivable	50,075,488
Travel Advance	8,013
Prepaid Expense	964,984
Inventory	1,175,592
Net Fixed Assets - Unrestricted	962,016
Net Fixed Assets - Restricted	11,019,230
Total Assets	74,278,065
LIABILITES AND NET ASSETS	
Accounts Payable	1,104,177
Accrued Expenses	512,833
Accrued Vacation	993,149
Line of Credit	-
Note Payable	1,028,042
Advance Payable	1,955,805
Deferred Revenue	53,176,057
Total Liabilites	58,770,063
Total Net Assets	15,508,002
Total Liabilities and Net Assets	74,278,065

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

REVENUE	
Grant Revenue	10,228,971
Donations	87,610
Other Revenue	1,045,428
In-Kind	-
Total Revenue	11,362,008
EXPENDITURES	
Salaries	4,378,500
Benefits	1,529,594
Travel	79,840
Space Costs	1,989,072
Supplies	455,110
Consultant/Contract Services	582,668
Other Costs	515,420
Program Costs	1,379,397
Capital Expenditures	650,976
Indirect	878,315
In-Kind	-
Total Expenditures	12,438,890
Net Change in Assets	(1,076,882)
Net Assets, beginning	16,584,884
Net Assets, ending	15,508,002

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 04-30-22 (16.67%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	37,727,868	4,310,819	33,417,049	11%
BENEFITS	11,009,824	1,433,314	9,576,510	13%
TRAVEL	727,474	72,307	655,167	10%
SPACE COST	5,727,140	1,963,529	3,763,611	34%
SUPPLIES	2,691,424	444,057	2,247,367	16%
EQUIPMENT	424,960	906,682	(481,722)	213%
CONSULTANT/CONTRACT SERVICES	3,857,964	444,063	3,413,901	12%
OTHER COSTS	3,041,837	425,195	2,616,642	14%
PROGRAM COSTS	10,871,083	1,379,397	9,491,686	13%
INDIRECT	7,327,503	894,436	6,433,067	12%
TOTAL	83,407,077	12,273,799	71,133,278	15%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 04-30-22 (16.67%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	3,326,068	24,125,196	12%
BENEFITS	8,315,926	1,111,681	7,204,245	13%
TRAVEL	492,583	34,502	458,081	7%
SPACE COST	3,853,218	478,146	3,375,072	12%
SUPPLIES	2,144,635	338,731	1,805,904	16%
EQUIPMENT	100,000	127,853	(27,853)	128%
CONSULTANT/CONTRACT SERVICES	1,369,385	117,567	1,251,818	9%
OTHER COSTS	1,130,700	155,132	975,568	14%
PROGRAM COSTS	7,769,839	1,073,214	6,696,625	14%
INDIRECT	5,213,450	651,306	4,562,144	12%
TOTAL	57,841,000	7,414,200	50,426,800	13%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 04-30-22 (16.67%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	388,682	3,822,309	9%
BENEFITS	1,260,035	134,602	1,125,433	11%
TRAVEL	91,246	12,308	78,938	13%
SPACE COST	733,567	1,331,894	(598,327)	182%
SUPPLIES	211,553	55,779	155,774	26%
EQUIPMENT	324,960	593,797	(268,837)	183%
CONSULTANT/CONTRACT SERVICES	563,961	36,955	527,006	7%
OTHER COSTS	378,585	71,593	306,992	19%
PROGRAM COSTS	1,436,167	221,488	1,214,679	15%
INDIRECT	765,412	89,656	675,756	12%
TOTAL	9,976,477	2,936,753	7,039,724	29%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 04-30-22 (16.67%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,455,112	144,718	2,310,394	6%
BENEFITS	492,168	53,241	438,927	11%
TRAVEL	70,654	10,440	60,214	15%
SPACE COST	268,841	29,193	239,648	11%
SUPPLIES	102,364	17,573	84,791	17%
EQUIPMENT	-	51,295	(51,295)	Not budgeted
CONSULTANT/CONTRACT SERVICES	1,418,932	213,988	1,204,944	15%
OTHER COSTS	1,024,951	101,217	923,734	10%
PROGRAM COSTS	651,718	26,470	625,248	4%
INDIRECT	648,242	57,828	590,414	9%
TOTAL	7,132,982	705,963	6,427,019	10%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 04-30-22 (16.67%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,496,047	337,060	2,158,987	14%
BENEFITS	647,834	94,041	553,793	15%
TRAVEL	27,313	4,126	23,187	15%
SPACE COST	683,601	91,419	592,182	13%
SUPPLIES	165,624	28,971	136,653	17%
EQUIPMENT	-	133,738	(133,738)	Not budgeted
CONSULTANT/CONTRACT SERVICES	467,936	71,991	395,945	15%
OTHER COSTS	396,781	89,637	307,144	23%
PROGRAM COSTS	915,456	58,225	857,231	6%
INDIRECT	501,398	76,205	425,193	15%
TOTAL	6,301,990	985,411	5,316,579	16%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 04-30-22 (16.67%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	114,291	876,563	12%
BENEFITS	267,905	39,749	228,156	15%
TRAVEL	23,578	10,931	12,647	46%
SPACE COST	182,213	32,877	149,336	18%
SUPPLIES	52,498	3,003	49,495	6%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	2,750	1,719	1,031	63%
OTHER COSTS	54,510	4,446	50,064	8%
PROGRAM COSTS	97,903	-	97,903	0%
INDIRECT	170,659	19,019	151,640	11%
TOTAL	1,842,870	226,036	1,616,834	12%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-21 TO 04-30-22 (16.67%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	-	123,600	0%
BENEFITS	25,956	-	25,956	0%
TRAVEL	22,100	-	22,100	0%
SPACE COST	5,700	-	5,700	0%
SUPPLIES	14,750	-	14,750	0%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	1,844	33,156	5%
OTHER COSTS	56,310	3,170	53,140	6%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	422	27,920	1%
TOTAL	311,758	5,436	306,322	2%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 02/28/23 (2 OF 12 MONTHS = 16.67%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 7,327,503**	**$ 894,436**	**12.2%**	**$ 6,433,067**
Expenditures				
Salaries	4,017,002	465,144	11.6%	3,551,858
Benefits @ 23.6% actual	927,480	126,685	13.7%	800,795
Total Personnel Costs	4,944,482	591,830	12.0%	4,352,652
Operating Costs				
Travel	67,900	7,533	11.1%	60,367
Space Costs	215,700	25,481	11.8%	190,219
Supplies	252,500	11,011	4.4%	241,489
Consultant/Contract	891,000	135,903	15.3%	755,097
Other Operating Costs	474,125	89,609	18.9%	384,516
Total Operating Costs	1,901,225	269,536	14.2%	1,631,689
Total Expenditures	**$ 6,845,707**	**$ 861,366**	**12.6%**	**$ 5,984,341**
Excess (Deficit) Indirect Revenue	**$ 481,796**	**$ 33,070**		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	$ 1,285,046	$ 183,965	14.3%	$ 1,101,081
Operations	2,272,794	285,023	12.5%	1,987,771
Executive	1,276,004	155,397	12.2%	1,120,607
Program Administration	130,000	19,416	14.9%	110,584
Finance	1,881,863	217,566	11.6%	1,664,297
	$ 6,845,707	$ 861,366	12.6%	$ 5,984,341

Prepared Date: 5/11/2022

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administration

Date: Wednesday, May 25, 2022

Subject: *Agenda Item VI(b):* Board Recruitment Results for the Low-Income Sector Metro-Bakersfield Representative and the South Kern Representative – **Action Item**

The recruitment period for the Board of Directors Category II – Low-Income Sector for Metro-Bakersfield and South Kern County seats was held from April 1, 2022, to May 16, 2022. Staff reviewed the applications for completeness, including verification of addresses and representation of the appropriate service areas. Based on the review, the recruitment resulted in the following individuals who met the requirements:

Metro-Bakersfield

- Guadalupe Perez (existing board member) – term ends June 2022, Reapplied

South Kern

- Maritza Jimenez (existing board member) – term ends July 2022, Reapplied

Reference and Process

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 provided a combination of mail-in, in-person, and virtual (electronic and email) options as it relates to obtaining signatures for the nomination petition form. Communication regarding the election occurred at least forty-five (45) days prior to the election date. Communication was bilingual (English and Spanish), and staff advertised the recruitments 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. Staff utilized the Kern County GIS mapping tool to verify address to ensure individuals reside in the respective Districts.

Recommendation

The Ad Hoc Recruitment Committee and staff recommend the Board of Directors certify the recruitment results, wave the elections, and make appointments for the Low-Income Sector Metropolitan Bakersfield Representative seat to Guadalupe Perez for a 5-year term, beginning July 1, 2022, and ending June 30, 2027, and the South Kern Representative seat to Maritza Jimenez for a 5-year term, beginning August 1, 2022, and ending July 31, 2027.

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Director of Administrator

Date: May 25, 2022

Subject: *Agenda Item VI(b)*: Governing Board Bylaw Review – **Action Item**

As a follow-up item from the September 2021 Board of Directors meeting, the Bylaws Ad Hoc Committee and staff engaged with legal counsel for the review of the agency's Bylaws.

Bylaws Review Ad Hoc Committee

Public Sector:	Joe Garcia
Private Sector:	Pastor Mullings
Low-Income Sector:	Lupe Perez

Background. Past revisions of the Bylaws have included changes to establish consistency, delete duplicative language, or provide further clarity. Our last review and approval of the Bylaws was during the August 17, 2019, Board Retreat. In April 2021, legal counsel reviewed the Bylaws pertaining to a conflict-of-interest matter, and as part of that review, suggested changes around the use of language and consistency of references (i.e., Elections Committee and Ad Hoc Elections Committee). Further, there has been discussions on the terms of representations.

Review. The following are the material changes and recommendations from the Ad Hoc Committee, staff, and legal counsel. This is in addition to grammar and consistency in language edits made to the document.

- In reference to the Category III: Private Sector/Community Representatives, add a term limit to the Private Sector Category of five (5) years to match the term with the Low-Income Sector Category. The Category III representative may apply at the end of his or her five-year term. Upon reapplication, the Board may reconsider reappointment of that member or allow for a new representative. This revision will not require a public election for Category III representatives.

- For the Category II: Low-Income Representatives, the Election Procedure manual will continue to be a separate document from the Bylaws.

- Section 3. Reimbursement. The childcare reimbursement extends to include all board member categories, not only Category II. Low-Income Sector.

- Administrative and descriptive edits

    - Addition of language under the Head Start section (3) to comply with the Administration of Children and Families (ACF)– Head Start Act.
        - *Clarification:* Per ACF Act, Head Start regulations specify that the CAPK Board must have individuals representing the following three professions on the Board of Directors: Legal, Early Childhood Education, and Finance. If cases where the Board should ever be without individuals with expertise in those professions, CAPK would need to bring on consultants to fill that void.
    - Under the Committee descriptions, the title changed from Personnel/Affirmative Action Committee to Personnel Committee.
    - Maintain current references to the external designations: Community Housing Development Organization (CHDO), Neighborhood Works, and Housing and Urban Development (HUD).

The activities associated with this item meets the Department of Community Services and Development (CSD) requirements under the Community Service Block Grant (CSBG) Organizational Standards of Excellence:

- Vision and Direction -Category 5: Board Governance
    - Standard 5.3 The organization's bylaws have been reviewed by an attorney within the past 5 years.
        - Guidance
            - There is no requirement that the attorney be paid.
            - Final reviews by attorneys on the board or on staff are not recommended but are not disallowed.
    - Standard 5.4 The organization documents that each governing board member has received a copy of the bylaws within the past 2 years.
        - Guidance
            - Distribution may be accomplished through electronic or hard copy distribution.
            - Acknowledgement of receipt may be accomplished through a signed and dated written acknowledgement, email acknowledgement, board minutes documenting receipt for those in attendance, etc.

Recommendation:
Staff recommends the Board of Directors approve and adopt, with Resolution, the Community Action Partnership of Kern Bylaws as presented.

Attachments:
Community Action Partnership of Kern Bylaws (May 2022)
Certificate by Secretary
Resolution #2022-19

BYLAWS
OF THE
COMMUNITY ACTION PARTNERSHIP OF KERN

Adopted by
The Board of Directors on

May 12, 1965

Amended August 23, 2017

Resolution #2017-05

Board Review August 17, 2019

Board Review May 25, 2022

Resolution #2022-19

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ARTICLE I

NAME AND LOCATION

This corporation shall be named the Community Action Partnership of Kern (CAPK). It is a California nonprofit public benefit corporation with its principal place of business located at 5005 Business Park North, Bakersfield, California.

ARTICLE II

PURPOSE

CAPK shall act as the official Community Action Agency for Kern County, California, in conformity with the standards and regulations set forth by Public Law 88-452 (the Economic Opportunity Act), the Omnibus Reconciliation Act of 1981, Public Law 97-35, the Coates Human Services Reauthorization Act of 1998, Public Law 105-285, the Community Services Block Grant Act (CSBG), and State and Federal statutes regulating private nonprofit corporations. CAPK shall primarily serve Kern County but may also serve other areas needing assistance or programs as approved by the CAPK Board of Directors (Board). For the purposes of being a Community Housing Development Organization (CHDO), CAPK considers its primary service area, Kern County, as a "community," as set forth under the federal HOME Program contained in Title 24 of the Code of Federal Regulations section 92.2(8)(i).

ARTICLE III

FUNCTIONS

The functions of CAPK shall include, but not be limited to, the following actions:

1. Identifying and diagnosing areas and causes of poverty in Kern County and/or other areas.

2. Developing a comprehensive plan to alleviate or eliminate poverty in Kern County and/or other areas.

3. Developing, conducting, and administering anti-poverty programs or overseeing the conduct and administration of anti-poverty programs, as established under provisions of the Economic Opportunity Act of 1964 (which was subsequently repealed and replaced with the Omnibus Reconciliation Act and Coates Human Services Reauthorization Act).

4. Encouraging, stimulating, and assisting in the development of anti-poverty projects by public and private nonprofit entities, voluntary organizations, and Indigenous low-income groups to meet the needs of the low-income population in and around Kern County.

5. Providing quality housing that is affordable to low-income and moderate-income individuals, pursuant to its charter, articles of incorporation, resolutions, or bylaws.

ARTICLE IV

MEMBERSHIP AND COMPOSITION OF BOARD OF DIRECTORS

Section 1. Number of Directors. The number of authorized Directors on the Board shall be fifteen (15) unless amended by a simple majority of a quorum of the Board.

Section 2. Tripartite Board. Board seats shall be allotted on a tripartite basis and shall include (i) at least one member who shall have a background and expertise in fiscal management or accounting; (ii) at least one member who shall have a background and expertise in early childhood education and development; and (iii) at least one member who shall be a licensed attorney familiar with the issues that come before the Board. If the Board is unable to recruit individuals to serve on the Board with these qualifications, then the Board shall use consultants or other individuals with the expertise to work with the Board in an advisory capacity. The Directors shall be drawn primarily from the following spheres of community activity in Kern County:

Category I: Public Official Representatives.

1. Pursuant to section 676B of Public Law 105-285 and the CSBG Act, one-third of the Board shall consist of elected public officials, currently holding office, or their appointed representatives, except that if the number of elected officials reasonably available and willing to serve is less than one-third of the memberships of the Board, membership on the Board of appointive public officials may be counted in satisfying the requirements set forth under this paragraph.

2. Pursuant to section 92.2.(5) of Title 24 of the Code of Federal Regulations “the governmental entity may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of governmental entity. Board members appointed by a governmental entity may not appoint the remaining two-thirds of the board members. The officers or employees of a governmental entity may not be officers or employees of a community housing development organization.”

3. As a CDHO under the HOME Program, no more than one-third of the Board shall be elected or appointed public officials or persons appointed by a public official.

Category II: Low-Income Representatives.

1. Pursuant to section 676B of Public Law 105-285 and the CSBG Act, at least one-third of the Board shall consist of individuals elected pursuant to democratic selection procedures adequate to assure that such individuals are representative of the low-income populations in the area elected to serve. A Low-income representative shall reside in the area he or she is elected to represent.

2. Pursuant to section 676B of Public Law 105-285 and section 92.2 of Title 24 of the Code of Federal Regulations, the Board shall maintain at least one-third of its membership for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations (e.g.,

block groups, town watch organizations, civic associations, neighborhood church groups and NeighborhoodWorks® organizations).

3. Low-income residents shall be defined as: (i) those individuals living in the low-income community and whose incomes fall within the Federal Poverty Guidelines as being low-income; or (ii) are an elected representative of a low-income neighborhood organization Low-income representatives must not be elected or appointed public officials, or persons appointed by a public official.

Category III: Private Sector/Community Representatives.

1. Pursuant to section 676B(a)(2)(C) of Public Law 105-285, the remainder of the Board shall consist of members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community.

2. To provide representation from various parts of the private sector and/or community, representation shall be selected from the following types of organizations, including but not limited to business, industry, labor, religious, civic, welfare/social service organizations, education, media or other major groups and interests in the community.

Section 3. Procedure. Members of the Board shall be selected pursuant to the following procedure:

Category I - (Five Seats).

1. The Board shall determine and appoint the public officials who shall serve on the Board. The five elected public officials are:
    i. One Kern County representative from a U.S. Congressional district covering Kern County;
    ii. One representative from the State of California Senate district covering Kern County;
    iii. One representative from the State of California Assembly district covering Kern County;
    iv. One representative from the Kern County Board of Supervisors; and
    v. One representative appointed by the Mayor of the City of Bakersfield.

2. Each public official selected may choose one (1) representative to serve on the Board in his or her place. A representative of a public official may not select an alternate to serve on the Board in her or her place.

3. There shall be no tenure restrictions of public officials so designated by the Board. However, the term of a public official or his or her representative shall be simultaneous with the public official's term of office. The U.S. Congressional, State Senate, and State Assembly representatives shall rotate as they leave office. The rotation of office shall alternate between the two districts that have the highest number of Kern County residents in their district. The Chairman of the Kern County Board of Supervisors shall designate the representative to the Board. The Mayor of Bakersfield shall designate the representative to the Board.

Category II - (Five Seats).

1. Low-Income representatives shall be elected pursuant to the democratic process. CAPK shall hold elections in four (4) areas of Kern County as defined by the Kern County Superior Court Regional Divisions: Metropolitan Bakersfield, East Kern, North Kern, and South Kern. In addition, the Head Start Policy Council (PC) shall select one representative to serve as a member of the Board as the Kern County PC Representative for one (1) year.

   A Low-Income representative must reside in the area he or she is elected to represent. Voting shall be limited to residents of such area who are 18 years of age, or older. A Low-Income Representative elected need not themself be low-income but must be elected in a manner that will ensure that he or she truly represent the low-income populations in such area.

2. CAPK shall follow and conform to Federal and State regulations in conducting Category II elections. CAPK shall require each Category II candidate to sign a certificate that certifying that he or she meets all eligibility requirements and pledges to represent the low-income community. CAPK shall provide each Category II candidate with a copy of the CAPK Election Rules and Procedures, and an official petition form. CAPK shall hold elections on weekdays that do not occur on a Federal, State, or local holiday.

3. Low-income residents are those individuals identified by the Federal Poverty Guidelines as meeting low-income requirements. To confirm low-income status, a candidate shall sign a self-certification proclaiming themself to be low-income or pledging to represent the low-income community.

4. If fewer than two (2) candidates file nomination papers by the extended deadline date, the Board has the right to waive the election and appoint a representative for the area consistent with eligibility criteria.

5. If a duly elected representative under Category II fails to complete his or her term of office, the Board may appoint a successor to complete the term. The successor shall be from the same area as the Low-Income Representative being replaced and shall meet the requirements for a Low-Income Representative as set forth above.

6. A Low-Income Representative shall serve a consecutive five (5) year term. After serving five (5) consecutive years, the Low-Income Representative's seat shall be opened for election. If the Low-Income Representative wishes to remain on the Board, he or she must run for re-election and meet all requirements as set forth in the CAPK Election Rules and Procedures. There shall be no limit set on the number of terms a person may serve as a Low-Income Representative under Category II. The period of Board service for this category will begin at the regularly scheduled Board meeting following the election or appointment.

Category III - (Five Seats).

1. At the direction of the Board Chairperson, CAPK staff shall invite appropriate community organizations and private businesses to select one (1) representative from their respective entity to apply for membership to the Board to CAPK.

   Once all applications have been submitted to CAPK, such applications shall be reviewed and considered for appointment in a manner determined by the Board.

2. Upon appointment, a Category III representative shall serve a consecutive five (5) year term. After serving this consecutive five (5) year term, the Category III representative shall reapply and be considered for reappointment in a manner determined by the Board. There shall be no limit set on the number of terms a person may serve as a Category III representative. The period of Board service for this category will begin at the regularly scheduled Board meeting following appointment.

3. If an invited and appointed representative of a community organization or private business resigns from the Board or is otherwise unable to complete his or her term, then an entity of the same "type" may replace the resigning entity on the Board upon receipt of the entity's interest in serving on the Board, and after the entity is determined to be a duly representative organization by the Board. If there is no entity of the same "type" to replace the resigning entity, another "type" of entity may be appointed. When there are more entities willing to serve than there are seats available, then priority shall be given to those entities that can provide a balance to the community and best meet the criteria established by the Board for Category III membership. The Board shall make final determination as to the entity that shall serve.

No person may serve as a member of the Board who has been convicted within the past five (5) years of a crime involving moral turpitude. As used herein, the term "moral turpitude" shall include, but not be limited to, conduct contrary to justice, honesty, modesty, or good morals. The minimum age of a Director shall be eighteen (18) years of age.

Section 5. Vacancies.

1. Definition. A vacancy on the Board shall occur when:

   A. The Board removes a member of the Board for cause and notifies such member of his or her removal pursuant to Article IV, Section 6 below.
   B. A member of the Board notifies the Board of his or her resignation.
   C. A public official who serves as a member of the Board under Category I no longer holds elected office.
   D. A low-income representative who serves on the Board under Category II moves out of the area of which he or she was elected to represent.

2. Filling Vacant Seats of Category I Member of the Board. The Board shall select another public official to fill the vacancy or solicit the newly elected public official to make an appointment as soon as reasonably possible.

3. Filling Vacant Seats of Category II Member of the Board. The Board shall hold an election pursuant to CAPK Election Rules and Procedures.

4. Filling Vacant Seats of Category III Member of the Board. The Board may request the organization to name a new representative or refer to process in Article IV, Section 3 to fill the vacancy.

Section 6. Removal.

1. Grounds. The following shall constitute grounds for removal:

   A. Conviction of a crime involving moral turpitude. As used herein, the term "moral turpitude" shall include, but not be limited to, conduct contrary to justice, honesty, modesty, or good morals.

   B. Absences from three (3) consecutive regularly scheduled Board meetings.

   C. Absences from five (5) regularly scheduled Board meetings in any consecutive twelve (12) month period.

   D. Absences may be grounds for removal under Items B and C above; however, the Board will consider the nature of absences when deciding or consideration of removal.

   E. A low-income representative moves out of the area of which he or she was elected to represent.

   F. A member of the Board engages in conduct that is unlawful, unethical, or in any way brings CAPK into disrepute.

2. Procedure. A member of the Board may be removed by a two-thirds (2/3) majority of a quorum of the Board for any ground listed in Article IV, Section 6, Subsections A – F, above.

   Prior to removal, the member of the Board shall be notified in writing of the grounds for removal (including specific facts, dates, times, and places) and shall be given an opportunity to be heard by the Board. The representative organization or public official (if any) shall also be notified of the grounds for removal.

   Said member of the Board shall be entitled to a due process hearing before a simple majority of a quorum of the Board, which shall include the right to call witnesses and be represented by counsel. Upon a finding of good cause for removal under this section by a two-thirds (2/3) majority of a quorum of the Board, a member of the Board may be removed.

   Private Sector/Community representatives and public official representatives may be replaced by the appointing organization, or the public official he or she represents, if the member of the Board no longer commands the support and/or confidence of the agency, organization, group, or individual represented.

Section 7. Petitions for Category III Representation. This provision is hereby made for a fair hearing for any community, private sector firm, or representative group that may feel inadequately represented on the Board to petition for such representation. To prevent frivolous petitions or those coming from small groups, it is hereby established that no less than twenty-five (25) signatures of persons who belong to or who serve the petitioning group will be required on each such petition. The Board shall make a written statement of reasons supporting the action taken on the petition and communicate its decision to the petitioners. In the event a petition is presented to the Board and deemed meritorious, the Board, by procedures set forth in Article IV, Section 3, shall provide a seat for such organization and shall adjust the size of the Board as necessary to maintain its tripartite structure. These Bylaws shall be amended to reflect such change.

ARTICLE V

CONFLICT OF INTEREST

Section 1. Conflict of Interest. No member of the Board shall be employed by CAPK, nor shall a member of the Board have a financial conflict of interest with CAPK. The responsibilities of the Board and its committees shall be independent of CAPK staff. An individual leaving the Board who wishes to apply for a CAPK staff position may do so after a waiting period of six (6) months from the time he or she leaves his or her position on the Board. No individual may sit on the Board who is an officer or an employee of or has a direct or indirect ownership or profit participation in an organization contracting to perform a component of any CAPK program. No employee of the Department of Community Services and Development (CSD) may serve on the Board.

No individual shall be employed with CAPK while a member of his or her family, or a roommate serves on the Board, Head Start Policy Council, or any non-staff committee or delegate division of CAPK.

For purposes of this section, a member of the immediate family shall include any of the following:

- Spouse
- Parents
- Stepparents
- Children
- Stepchildren
- Sister
- Stepsister
- Brother
- Stepbrother
- Father-in-law
- Mother-in-law
- Brother-in-law
- Sister-in-law
- Daughter-in-law
- Son-in-law
- Grandparents
- Common-law spouse (as defined by the State of California)

The Conflict of Interest Policy shall be reviewed and signed by the Board on an annual basis.

Section 2. Policy for Receiving Agency Services. Members of the Board who meet all eligibility requirements may access CAPK services. CAPK shall not under any circumstances give members of the Board preferential treatment. In addition, members of the Board must provide all required documentation and follow contract guidelines before CAPK may provide assistance or allow access to programs. If qualified for services, a member of the Board shall

not participate in processing his or her own application for services or provide direction to staff on personal application processing.

ARTICLE VI

FUNCTIONS AND RESPONSIBILITIES OF THE DIRECTORS

Section 1. General. Members of the Board shall be concerned with all problems of poverty in Kern County, as well as in their respective areas, and shall be responsible for reporting back to their organization and areas where required. The Board is responsible for determining overall plans and priorities of CAPK, as well as for evaluating the progress against performance.

Section 2. Powers. The Board shall have the power to:

1. Enter into legally binding agreements with any Federal, State, or local agency, or with any private funding organization for the purpose of administering programs or providing services;

2. Approve personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation (at least every five years), and termination of the Chief Executive Officer, Head Start/State Child Development Services Director, Human Resources Director, Chief Finance Officer, and any other person in an equivalent position with CAPK;

3. Appoint, evaluate (each calendar year), discipline, and/or remove the Chief Executive Officer of CAPK;

4. Approve personnel, organization, fiscal and program policies, including job descriptions at least every five years;

5. Determine overall program plans and priorities for CAPK including evaluating progress against performance by reviewing and analyzing results each calendar year;

6. Approve all program proposals and budgets, including the creation of an annual agency wide budget. Ensure the annual audit is completed and presented by a CPA and formally accepted by the Board. Ensure any prior year findings are assessed and addressed by the agency;

7. Enforce compliance with all conditions of grants;

8. Oversee the extent and the quality of the participation of the low-income in programs of CAPK through a systematic approach for collecting, analyzing, and reporting customer satisfaction; and,

9. Elect the officers of the Board.

Section 3. Head Start Duties and Responsibilities. Pursuant to the Head Start Act, the Board shall have the following duties and responsibilities with regard to the Head Start programs operated by CAPK:

1. Assume legal and fiscal responsibility for administering and overseeing all Head Start programs, including the safeguarding of Federal funds;

2. Approve practices that assure active, independent, and informed governance of the Head Start program and full participation in the development, planning and evaluation of Head Start programs;

3. Ensure compliance with Federal and State laws and regulations that are in any way related to the operation of the Head Start program;

4. Approve procedures and criteria for recruitment, selection, and enrollment of children in the Head Start programs;

5. Review all applications for funding and amendments to application for funding for CAPK's Head Start programs;

6. Approve procedures guidelines for accessing and collecting information regarding programs planning, policies and Head Start program operations as defined in the Head Start Act;

7. Approve all major policies of the Agency, including an annual self-assessment, financial audit, progress in conducting the programmatic and fiscal provisions of CAPK's grant application(s), including implementation of any necessary or suggested corrective actions, and personnel policies regarding the hiring, evaluation, termination, and compensation of the agency employees;

8. Approve procedures for the selection of members of the policy councils and policy committees;

9. Approve all financial management, accounting, reporting policies, and legal and regulatory compliance regarding financial matters relating to Head Start operations, including approval of all major financial expenditures, annual approval of the operating budget, selection of independent auditors, and monitoring of CAPK's actions to correct any audit findings;

10. Review results from program monitoring, including appropriate follow-up activities;

11. Establish, adopt, and periodically update written standards of conduct and procedure for disclosing, addressing, and resolving: (a) any conflict of interest, and any appearance of a conflict of interest, by members of the Board, officers, and employees of the Head Start agency, and consultants and agents who provide services or furnish goods to the Head Start agency; and (b) complaints, including investigations, when appropriate;

12. As necessary and appropriate, establish advisory committees to oversee key responsibilities related to program governance and improvement of Head Start programs.

ARTICLE VII

MEETINGS

Section 1. The Brown Act. The Board and all Standing Committees shall act in accordance with the Brown Act.

Section 2. Regular Meetings. The Board shall schedule at least ten (10) monthly Board meetings in a calendar year period for the purpose of transacting CAPK business.

Section 3. Special Meetings. The Chairperson or a group of five (5) or more Directors may call a special meeting pursuant to the procedure and requirements set forth under the Brown Act.

Section 4. Minutes. The Board shall keep, or cause to be kept, minutes for each open session Board and Standing Committee meeting. CAPK staff shall distribute, or cause to be distributed, minutes of the previous Board and Standing Committee meetings to all members of the Board before the next regular meeting. Additionally, such minutes shall be made available to the public, upon request. CAPK shall provide written translations of the minutes upon request by a member of the public in areas where a significant portion of the poverty population does not speak English.

Section 6. Quorum. A quorum of the Board shall consist of at least fifty percent (50%) of the non-vacant seats on the Board.

ARTICLE VIII

OFFICERS

Section 1. Officers. The Board shall annually elect the following officers:

1. Chairperson.
2. Vice-Chairperson.
3. Secretary.
4. Treasurer.

Section 2. Term of Office. The term of office for each officer position shall be one (1) year.

Section 3. Election of Officers. The Board shall elect its Officers at the first Board meeting of each calendar year. Only members of the Board present at the meeting may vote in Officer elections. The Officer-nominee that receives a majority vote of a quorum of the Board shall be appointed to the nominated Officer position.

Section 5. Limitations. No member of the Board may hold two or more offices concurrently.

Section 6. Duties of the Chairperson. The Board Chairperson shall preside over the Board meetings as Chairperson, serve as the supervisor of the Chief Executive Officer, and perform those duties customarily performed by the Chairperson of the Board of a nonprofit corporation. The Chairperson shall have the power to make committee appointments as set forth in Article IX below.

Section 7. Limitations of the Chairperson. No Board Chairperson shall serve as Chairperson for more than three (3) consecutive one (1) year terms during his or her overall Board term.

Section 8. Duties of the Vice Chairperson. The Vice Chairperson shall fulfill the duties of the Board Chairperson in his or her absence, and other duties as required or otherwise determined by the Board.

Section 9. Duties of the Secretary. The Secretary shall keep, or cause to be kept, in the office of CAPK, the official records and minutes of the Board meetings.

Section 10. Duties of the Treasurer. The Treasurer shall keep, or cause to be kept, the records of the receipt, care, and disbursement of funds of CAPK. In conducting these functions, the Treasurer shall collaborate with the Chief Financial Officer and his or her assistants who shall perform the day-to-day accounting functions for CAPK.

Section 11. Chain of Command. In the absence of the Board Chairperson, the chain-of-command will be as follows: 1) Vice Chairperson; 2) Secretary; 3) Treasurer; 4) Senior Board Member by years served on the Board.

Section 12. Interim Officers. If an Officer position becomes vacant, the Board shall hold an interim Officer election at the next regular Board meeting following the notice of vacancy. Less than a six (6) month term of service shall not constitute a full term. A simple majority vote of a quorum of the Board shall be necessary to fill the vacant officer position.

ARTICLE IX

COMMITTEES

Section 1. Membership. All Standing Committees shall include at least one (1) member of the Board from each category and shall generally reflect the composition of the full Board. The quorum requirements for Standing Committees shall be a simple majority (3 of 5) of the total membership of the committee. All committee meetings shall be conducted pursuant to the open meeting requirements of the Brown Act. The number of Directors on any Committee may not constitute a quorum of the Board.

Section 2. Standing Committees. The Board shall establish and maintain the following Standing Committees:

1. **The Executive Committee.**

   A. The Executive Committee shall consist of the Officers, as listed in Article VIII, Section 1, and up to two (2) Directors appointed annually by the Board Chairperson.

   B. The Executive Committee shall act on behalf of the Board between regular Board meetings. The Executive Committee shall report to the Board any actions it takes in the interim between regular Board meetings.

C. If the Executive Committee cannot convene within the timeframe required for action to be taken, the Board Chairperson may act on behalf of the Board. The Board Chairperson shall report any action taken pursuant to this paragraph to the full Board at the next regular Board meeting for consideration and ratification by the Board.

D. The Executive Committee shall determine its own meeting schedule.

2. **The Personnel Committee.**

A. The Personnel Committee shall consist of the Vice Chairperson, who shall serve as the chairperson, and up to five (5) Directors appointed annually by the Board Chairperson.

B. The Personnel Committee shall function as arbitrator in any labor or personnel disputes not resolved by the Chief Executive Officer.

C. The Personnel Committee shall review, monitor, and recommend for approval the CAPK Personnel Policies.

D. The Personnel Committee shall obtain information concerning employment practices including, but not limited to, overtime, vacations, wage and hour issues, and other relevant concerns and shall keep the Board apprised as to significant trends and make recommendations regarding future policy changes.

E. The Personnel Committee shall determine its own meeting schedule.

3. **The Budget and Finance Committee.**

A. The Budget and Finance Committee shall consist of the Treasurer, who shall serve as the chairperson, and up to five (5) Directors appointed annually by the Board Chairperson.

B. The Budget and Finance Committee shall cause to have made (in accordance with scheduled Board meetings) a review of the financial position of all component programs and report their findings to the Board. This committee will also review and comment upon each new budget before its submission to the respective funding sources.

C. The Budget and Finance Committee shall determine its own meeting schedule.

4. **The Program Review and Evaluation Committee.**

A. The Program Review and Evaluation Committee shall consist of the Secretary, who shall serve as the chairperson, and up to five (5) Directors appointed annually by the Board Chairperson.

B. The Program Review and Evaluation Committee shall review all program ideas, project proposals, and report their reactions and recommendations to the Board.

C. The Program Review and Evaluation Committee shall also be responsible for recommending overall plans and priorities for CAPK and for making periodic examinations of projects underway and reporting to the Board where, in its judgment, each project is achieving its stated goals.

D. The Program Review and Evaluation Committee shall determine its own meeting schedule.

5. **The Audit and Pension Committee.**

A. The Audit and Pension Committee shall consist of a chairperson, who shall be appointed by the Board Chairperson, and up to five (5) Directors appointed annually by the Board Chairperson. The chairperson of the Audit and Pension Committee shall not be a member of the Budget and Finance Committee, nor shall Budget and Finance Committee members constitute more than 49% of the total membership of the Audit and Pension Committee.

B. The Audit and Pension Committee shall recommend the retention and termination of the independent auditor, may negotiate the compensation of the auditor on behalf of the Board. Further, this committee shall confer with the auditor to satisfy the committee members that the financial affairs of CAPK are in order, shall review and determine whether to accept the audit and shall approve performance of any non-audit services to be provided by the auditing firm.

C. The Audit and Pension Committee shall oversee and monitor the administrative and fiduciary responsibilities of our retirement programs. It shall do so by meeting on a regular and ad-hoc basis and will receive regular presentations from the CAPK retirement plan provider(s).

D. The Audit and Pension Committee shall determine its own meeting schedule.

Section 3. Non-Director Committee Members. In establishing Standing Committees and appointing members thereof, the Board Chairperson may draw upon citizens who utilize the services of CAPK and/or who have demonstrated concern with poverty and have special training or experience that can be employed in effectuating the purpose for which CAPK is organized.

Section 4. Ad-Hoc Committees. The Board Chairperson may establish Special Ad-Hoc Committees to investigate, review, and/or make recommendations in areas, matters, or problems not covered by Standing Committees. Members of a Special Ad-Hoc Committee shall only consist of members of the Board.

ARTICLE XI

CHIEF EXECUTIVE OFFICER RESPONSIBILITIES

Section 1. Chief Executive Officer. The Board shall appoint the Chief Executive Officer who shall serve at the discretion of the Board as the Administrative Officer of CAPK.

Section 2. Responsibilities to CAPK. The Chief Executive Officer shall be responsible for the conduct and administration of approved programs and delegate programs within the authority of policies established by the Officers and Board of CAPK.

Section 3. Responsibilities to the Board. The Chief Executive Officer shall be responsible to the Board for:

1. Implementing and enforcing all employment policies and procedures and guidelines established by CSD and the CAPK Board.

2. Ensuring compliance with the open meeting requirements of the Brown Act.

ARTICLE XII

OPERATING PROCEDURES

Section 1. Proxy. Members of the Board shall not vote by proxy at any meeting of the Board or committee meeting.

Section 2. Compensation. Members of the Board shall not receive regular compensation.

Section 3. Reimbursement. CAPK shall reimburse expenses incurred by members of the Board as follows:

1. Mileage reimbursement for all members of the Board.
2. CAPK-related business expense reimbursement for all members of the Board.
3. Childcare reimbursement for all member of the Board.
4. Accommodation and meal costs for the East Kern low-income representative to attend meetings in person when teleconferencing is not available or personal attendance is required.

Such reimbursements shall be made pursuant to CAPK Policies and Procedures.

Section 4. Teleconferencing. The low-income representative elected to represent East Kern may use teleconferencing to attend Board meetings. The Board shall establish the location for the teleconference meeting. Such teleconference location shall be a CAPK owned physical location or a privately rented facility. Whether a CAPK owned physical location or privately rented facility, the teleconference location shall be fully accessible to the public to address the Board during times allotted for public comment. The Brown Act shall apply to such teleconference meetings. If teleconferencing is used in East Kern County, CAPK staff shall post, or cause to be posted, the meeting agenda and allow public comment pursuant to the Brown Act.

ARTICLE XIII

AMENDMENTS

These Bylaws may be amended by a majority vote of the total membership of the Board at any properly noticed meeting of the Board. CAPK staff shall provide written or electronic copies of the proposed amendments to all members of the Board or cause such copies to be provided to all members of the Board, at least ten (10) days prior to the consideration of the amendment(s).

CERTIFICATE BY SECRETARY

I DO HEREBY CERTIFY AS FOLLOWS:

That I am the duly elected, qualified and acting Secretary of Community Action Partnership of Kern, and that the foregoing Bylaws were amended as Bylaws of said corporation at a regularly scheduled meeting of the Board of Directors on May 25, 2022, in accordance with the Articles of Incorporation and Bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto set my had this 25th day of May, 2022.

_____

Ana Vigil, Secretary

RESOLUTION # 2022-19

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Bylaws of the Agency

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on virtually, with an option for in-person on May 25, 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 Agency Bylaws are required to be updated, reviewed by an attorney and approved by the Governing Board at least once every five years, as indicated by US Health and Human Services Informational Memorandum 138 dated January 26, 2015, for CSBG Eligible Entities under 678B of the CSBG Act, 42 U.S.C. § 9914; and

WHEREAS, the CAPK Board of Directors has determined that there is a need for updated Bylaws that are reviewed by an attorney at least once every five years; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby approves and adopts the CAPK Agency Bylaws as presented on May 25, 2022.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 25th day of May 2022.

Fred Plane, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Board of Directors

From: Sylvia Ortega, Quality Assurance Administrator and Laura Porta, MCAP Program Administrator

Date: May 25, 2022

Subject: *Agenda Item VI(c)*: FY 2021-2022 Program Self-Evaluations (CMAP, CCTR, CMIG and CSPP) – **Info item**

The Migrant Childcare Program and Head Start/State Child Development Division conducts the annual program self-evaluation (PSE) for their state contracts: Migrant Alternative Payment Program (CMAP), General Child Care & Development (CCTR), California Migrant Child Care Program (CMIG) and California State Preschool Program (CSPP).

The state funds received allow the program to offer a full day/full year program option for families. Additionally, it provides subsidies for eligible families to allow them to afford access to childcare. Agencies are required to complete and submit a thorough PSE that includes review findings and written tasks for ongoing program quality improvement and self-monitoring. This self-evaluation is for the period of July 1, 2021 through June 30, 2022.

The PSE process consists of evaluating and analyzing the following components of the program based on the use of the California Department of Education (CDE) and California Department of Social Services (CDSS) Program Instruments: family files, family engagement, program quality, administrative, and fiscal and audit. The PSE process also includes an assessment and analysis of the program by parents using the Desired Results Parent Survey, the Desired Results Developmental Profiles (DRDP), and the Environment Rating Scales (ERS).

In accordance with Title 5, California Code of Regulations, the program met all standards of the state contract requirements. Based on the results from the parent survey, the programs will focus on the following two goals:

- Attain a higher level of provider participation in direct deposit service by educating providers on the benefits of receiving a scheduled deposit of their reimbursement check. Currently 30% of providers are enrolled in our direct deposit service.
- Increase families and staff capacity to support school readiness. Staff will empower families by encouraging them to attend parent involvement activities/events to network and interact with one another. Families who participate in these meetings, trainings and workshops will also gain parenting skills and strategies for their children.

Attachments:
FY 21-22 California Department of Education PSE (EED-4000): CSPP
FY 21-22 California Department of Social Services PSE Survey: CMAP, CMIG and CCTR

Program Self-Evaluation

Fiscal Year 2021–22

1. **Contractor Legal Name** (Full Spelling of Legal Name only. Acronyms or site names not accepted):
   Community Action Partnership of Kern
2. **Four-Digit Vendor Number:** Y320
3. **Program Director Name** (As listed in the Child Development Management Information System [CDMIS]):
   Yolanda Gonzales, Director of Head Start/State Child Development
4. **Program Director Phone Number:** (661) 336-5236
5. **Program Director Email Address:** ygonzale@capk.org
6. **Statement of Completion:**
   I certify that an annual plan has been developed and implemented for the Program Self-Evaluation (PSE) that includes the use of the Program Instrument (PI), age appropriate Environment Rating Scales, Desired Results Parent Survey, and the Desired Results Development Profile for the California State Preschool Program (CSPP) contract, per *California Code of Regulations*, Title 5 (5 *CCR*), Section 18279.
   I also certify that all documents required as part of the PSE have been completed and are available for review and/or for submittal upon request.
   - The Early Education 21–22 Program Instrument (DOCX), which can be found at https://www.cde.ca.gov/sp/cd/ci/ documents/eed2122.docx, includes Items 1 through 20 as applicable to your contract type(s).
7. **Signature of Program Director** (As listed in the CDMIS)**:**
8. **Date of Signature:**
9. **Name and Title of contact person completing the PSE:**
   Sylvia Ortega, Quality Assurance Administrator
10. **Contact Person Telephone number:** (661) 742-8885

11. **Contact Person Email Address:** sortega@capk.org

12. **Email the signed PSE, all four (4) pages, including additional sheets, together to the PSE email inbox at PSEFY2122@cde.ca.gov using the Fiscal Year (FY) and the contractor's legal name in the subject line (e.g., PSE 21-22 XYZ School District).**

Note: All supporting documents required as part of the PSE (see Statement of Completion) are to be kept on site and shall not be included with the submission of the PSE.

Summary of Program Self-Evaluation

Fiscal Year 2021–22

13. In accordance with the 5 *CCR*, Section 18279(b)(3), provide an assessment, in narrative format, summarizing the:

a. Staff and

b. Board member participation, in the PSE process.

Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.

Teaching Staff:
Observe and collect anecdotal documentation, art samples, writings, and photo documentation; Document children's developmental progress by integrating it into the children's online portfolios; Complete Desired Results Developmental Profiles, analyze data, identify key findings, conduct Parent Conferences and plan effectively teaching practices to improve children's learning outcomes.

Management and Adminsitrative staff:
Analyze DRDP outcomes and data to determine areas in need of improvement; Analyze ECERS results and review parent survey, Continue to train teaching staff on California Foundations, Frameworks, Head Start Early Learning Outcomes, Desired Results Developmental Profile and Summary of Findings; Stay abreast of webinars, management bulletins and updated information regarding the self-assessment process; Education Administrator and Manager provide training twice a year with data updates to the Administrative and Teaching Staff.

Outcomes and Involvement: Once data is obtained from each assessment:
Administrative staff documents and implements Summary of Findings and Program Action Plan; Site Supervisors and teaching staff acquire data by site and classroom and maintain an updated Summary of Findings and complete it with follow-up; Summary of Findings and Action Plans are posted in each classroom's School Readiness Board; Parent Conferences are planned and conducted with each family three times a year; A Child Summary Report is sent to each family at the end of the school year; Results are presented to the Director, Executive Director, Board of Directors, teaching staff and families.

14. In accordance with the 5 *CCR*, sections 18279(b)(4) and 18279(b)(5), provide a summary of the findings for areas that:

a. Did not meet standards, and

b. A list of tasks needed to modify the program to address all items in need of improvement

Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.

Not Applicable

15. In accordance with the 5 *CCR*, section 18279(b)(4) and 18279(b)(6), provide a summary of the findings for areas that:

a. Met standards, and

b. Describe the procedures for ongoing monitoring to ensure that those areas continue to meet standards.

Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.

Environment Rating Scales- Summary of Findings
We have met the 5.0 or above standard for all subscales in the ERS. Our agency plans for improvement will be to plan for the two lowest subscales and the lowest average scores for key findings within those subscales.
Subscales and Average Scores:
Subscales Average Scores
Personal Care Routines 5.4
Activities 5.3

Key Findings from Environment Rating Scale (ERS Items):
Key Finding Average for Key Finding
Greeting/Departing 2.0
Sand and Water Play 3.0
Dramatic Play 4

Action Steps:
Personal Care Routines 5.1: 9. Greeting/Departing (2.0)
Teachers will continue to share information with families at drop-off and pick-up outside the classroom, via email, Creative Curriculum Cloud, Learning Genie, and through phone calls. Monthly parent meetings, and Ready Rosie workshops will be offered to parents.
Activities 5.3: 23. Sand and Water play (3.0)
Due to COVID- 19 Agency is not offering group Sand and Water play activities. Once Covid restrictions are lifted group Sand and water play will continue. We are now offering individual trays of Sand and Water to children.
Activities 5.3: 24. Dramatic Play (4.)
The teaching staff will ensure that dramatic play materials are accessible to children both indoors and outdoors. The teaching staff will provide children with opportunities to participate in pretend play. (continue on additional document)

Onsite training:
Center Director and teaching staff will have onsite meetings where they will read and discuss: ECERS-Early Childhood Environment Rating Scale, Dramatic play pages: 48-49 All About Pages ECERS pages: 237-249
Expected Completion Date and Persons Responsible:
April 4, 2022, Amanda Espitia, Education Manager
Follow-Up and Reflection:
Teachers have continued to share information with parents at drop-off and pick-up. Teachers meet with parents once a week to discuss individualization of lesson planning goals and curriculum planning using the plans of possibilities. Teachers have continued to share weekly education S'more newsletters with families to support education and other support service areas. Teachers are sharing curriculum and lesson planning using the teaching strategies cloud. The agency continues to support Covid restrictions to support children's and staff's health and safety. Teachers can offer individual sand and water play using individual tubs for children. Ensuring children wash their hands before and after sand and water play. Teachers will ensure the sand and water is discarded after each child's use to reduce the spread of germs. Teaching staff have added items for Dramatic Play back into the classroom and outdoors. Ex. Dolls and clothing Teaching staff continue to provide opportunities for children indoors and outdoors. The Education team has implemented an ERS challenge to support different areas of the Environmental Rating Scale to enhance teachers' knowledge of setting up the classroom environment to support children's learning outdoors. Teachers are excited and love to share the fun activities and materials they use to enhance their environments.
Follow up: February 18, 2022

Desired Results Parent Survey- Summary of Findings

Key Findings from Parent Survey:
Key Finding 1:
Parent Involvement: 2% of Parents surveyed would like more information.
Key Finding 2:
Interaction with other parents: 2% of Parents surveyed would like more information.
Action Steps:
Key Finding 1:
Staff will empower parents by encouraging them to attend parent involvement activities/events to network and interact with one another. Staff will share invitations and remind parents of these events to create a stronger partnership and increase parent involvement. Families attending these meetings will also gain parenting skills and strategies for their children.
The following Parent involvement activities will be provided throughout the year:

Monthly VIP Parent meetings, Parent Activity Fund, Ready Rosie family workshops, Parent Trainings, Parent/Teacher conferences, Parent Advisory Committees, School Readiness Committee meetings, Policy Council meetings, and Regional Parent Committee.

Key Finding 2:
The following Parent involvement activities will be provided throughout the year:
Staff will empower parents by teaching them that they are their child's first teacher and encourage parents to attend parent events and activities to network and interact with one another. Parents can chat and share their experiences with other parents at these events. Families who participate in these meetings, trainings, and workshops will also gain parenting skills and strategies for their children.
Monthly VIP Parent meetings, Parent Activity Fund, Ready Rosie family workshops, Parent Trainings, Parent/Teacher conferences, Parent Advisory Committees, School Readiness Committee meetings, Policy Council meetings, and Regional Parent Committee.

Expected Completion Date and/or Ongoing Implementation and Persons Responsible):
May 2023, Maria Guadian Family Engagement and Inclusion Manager

Desired Results Developmental Profile- Summary of Findings

Key Findings by Domain from the Developmental Profiles

- **Where is the program now?**

Key Finding #1 32% of Preschool Children are at the Building Middle level in the domain of Language and Literacy Development (LLD) Measure # LLD 7 Concepts About Print.
Key Finding #2 33% of Preschool Children are at the Building Middle level in the domain of Cognition, Including Math and Science (COG)
Measure # COG 2 Classification

Educational Program Goal(s)

- **Where does the program want to be?**

Key Finding #1
80% of preschool children will be at the Building Earlier level or above in the domain of Language and Literacy Development.
Key Finding #2
80% of preschool children will be at the Building Earlier level or above in the domain of Cognition, Including Math and Science (COG)

Action Steps (i.e., address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)

- **How does the program get there?**

Teachers will continue to build upon the Language and Literacy Development, Concepts about Print Domain by*:*

- Supporting children by creating intentional activities and interactions.
- Plan for children at different levels.
- Teachers will ensure to observe and be intentional about implementing Language and Literacy activities.
- Teachers will provide opportunities for children to engage in activities that involve letters and words as part of meaningful activities. For example,
- Talking to children about letters, sounds, and words as they dictate and read it back. Display the alphabet by posting it at children's eye level. Provide small alphabet strips or cards for children to refer to while writing in the library area.
- Add alphabet books in the library area and other interest areas in the classroom.
- Teachers will provide intentional activities that engage children in print and alphabet knowledge, for example:
- Have children distinguish print from pictures and show an understanding that print is something meaningful by asking questions such as, "What does this say?" or read this.
- Teachers will engage children in activities or experiences that promote print and alphabet knowledge by having children show awareness of the alphabet, for example:
- Having children sing the ABC song
- Encouraging children to recognize their names or naming letters in the classroom environment.
- Family Engagement: Encourage families to point to books and familiar signs and explain to children that they have meaning. Encourage families to sing songs that support letter and word knowledge, such as the alphabet song.
- Onsite Training: Center Director and teaching staff will have onsite meetings where they will read and discuss: *The Head Start Early Learning Outcomes Framework:* Domain Language and Literacy, Sub-

Domain: Print and Alphabet knowledge; Goal P-LIT2 Child demonstrates an understanding of how print is used (functions of print) and rules that govern how print works (conversation print). Goal P-LIT 3, Child identifies letters of the alphabet and produces correct sounds associated with letters. Pages 46-47*The California Preschool Curriculum Foundation Volume 1:* page 63 on Listening and speaking, Concepts about Print. The Creative Curriculum for *Preschool* Volume 3, Literacy: The teacher's role in promoting knowledge in print, pages 552-553.The Creative Curriculum for *Preschool* Volume 1 The foundations: Literacy, Components of literacy: Knowledge of print page 100-101. *The California Preschool Curriculum for preschool Volume 5 Objectives for development & learning: Demonstrates knowledge of the alphabet, pages 90-91 and Demonstrates knowledge of print and its uses, pages 93-95. Pre-K CLASS Dimensions Guide:* Instructional learning formats, pages 55-60 and Language Modeling, pages 75-81*Early Childhood Environment Rating Scale (ECERS):* on language-reasoning, Books and pictures page 34-35, Using language to develop reasoning skills

- Online Trainings: CECO (caearlychildhoodonline.org) Preschool Foundations and Frameworks, Language and Literacy

Teachers will continue to build upon the Cognition, Including Science and Math, Classification Domain by*:*

- Supporting children by creating intentional activities and interactions such as:
- Plan for children at different levels.
- Teachers will ensure to observe and be intentional about implementing Cognition activities.
- Teachers will implement "Math Shelf" in the classroom to strengthen cognition development.
- Teachers will rate the cognition measure to ensure the DRDP is rated to fidelity and intentionality.
- Teachers will provide opportunities for children to use classification daily in everyday routines.
- Teachers will have discussions about classification. Teachers will encourage children to recognize and name typical shapes and support children to match and identify differences and similarities in size and orientation.
- Family Engagement
- Teachers will send families weekly Education S'more newsletters that support activities in the area of Cognition, Including Science, Math, and classification.
- Encourage their child to make classifications by asking them to collect small, different items and discuss their color, shape, size, texture, function, etc. Encourage their child to engage with concrete, real-life objects.
- Onsite training: Center Director and teaching staff will have onsite meetings where they will read and discuss: The Head Start Early Learning Outcomes Framework: pages 64, Domain Mathematics Development, Sub-Domain: Geometry and Spatial Sense; Goal P-MATH 9, Child identifies, describes, and compares shapes, pg. 60.
- The Creative Curriculum for Preschool Volume 4, Mathematics: Components of Mathematics, pg. 772 Pre-K CLASS Dimensions Guide: pages 62-68 on Concept Development. Early childhood Environment Rating Scale (ECERS): on language-reasoning, Books and pictures page 34-35, Using language to develop reasoning skills page 37
- Online Trainings: CECO (caearlychildhoodonline.org) Preschool Foundations and Frameworks, Mathematics.

Expected Completion Date:
July 20, 2022

Fiscal Year 2021-2022 Program Self-Evaluation Survey for Child Care and Development Programs

1. Introduction

Requirement: 5 CCR 18279 Program Self-Evaluation Process

Survey – Program Review Instrument

If your agency holds any of the following contract types with the Child Care and Development Division at the California Department of Social Services, you must complete one survey.

- **Alternative Payment Programs (CAPP)**
- **California Work Opportunity and Responsibility to Kids (CalWORKs) Stage Two (C2AP)**
- **CalWORKs Stage Three (C3AP)**
- **General Child Care & Development (CCTR)**
- **Family Child Care Home Education Networks (CFCC)**
- **Children with Severe Disabilities (CHAN)**
- **Migrant Alternative Payment Program (CMAP)**
- **Migrant Child Care and Development (CMIG)**
- **Resource and Referral Program (CRRP)**

The contractor is required to submit a summary of the findings of the program self-evaluation to the Child Care Development Division by June 1 of each year. To satisfy the submission process for this fiscal year Child Care and Development Programs will complete the Program Review Instrument Survey. Access the instrument here: CDSS Program Review Instrument

All Desired Results forms are located here: https://www.desiredresults.us/

The survey is due Wednesday June 1, 2022, by 5 p.m.

Please click on the "NEXT" button below to begin the survey.

2. Contractor Information

1. Contractor Name

Community Action Partnership of Kern

2. Contractor Vendor Number

Y320

3. Program Director Name

Yolanda Gonzales & Susana Magana

4. Program Director Email

ygonzale@capk.org

5. Select all contract types held:

General Child Care & Development (CCTR)
Migrant Alternative Payment Program (CMAP)
Migrant Child Care and Development (CMIG)

6. Name of staff completing the survey

Sylvia Ortega, Quality Assurance Administrator & Laura Porta Program Administrator

7. Email of staff completing the survey

sortega@capk.org

3. Dimension I: Family Files

8. Select all that apply:

Contractor maintains a waiting list or central eligibility list by contract type.
Families are enrolled according to the priorities of the program.
Written information for families includes the priorities for the program and describes how family selection occurs.

4. Dimension I: Family Files

9. Describe the results of the file review. If any of the files reviewed were missing eligibility or need criteria, describe how the program will adjust practices to ensure all documentation collected meets eligibility and need requirements.

2/2 CMAP family files were verified to be fully compliant with all eligibility, need and notification requirements.
2/2 CMAP Provider files were verified to be fully compliant with all requirements.
2/2 CCTR children files were reviewed and found to be in compliance with grant requirements and applicable state laws.
2/2 CMIG children files were reviewed and found to be in compliance with grant requirements and applicable state laws.

5. Dimension I: Family Files

10. Select a response:

Contractor has met this requirement

6. Dimension I: Family Files

11. The Notice of Action has the appeal officer's information listed and the appeal information is shared with families upon enrollment into the program.
Has the contractor met this requirement?

Yes

7. Dimension I: Family Files

For CAPP, CMAP, C2AP and C3AP only:

12. Effective July 1, 2021, through June 30, 2022, contractors must reimburse providers who submit an attendance record or invoice without a parent or guardian signature if the provider has attempted to collect the signature, but the parent or guardian is unable to sign due to the COVID-19 pandemic.
Has the contractor met this requirement?

Yes

13. For Fiscal Year 2021-2022, licensed and license-exempt child care providers receiving vouchers shall continue to be paid based on families' certified need for services.
Has the contractor met this requirement?

Yes

For CCTR, CMIG, CHAN and CFCC only:

14. Contractor has updated attendance policies to reflect Verification of Excused Absences and Abandonment of Care regulations per 5 CCR 18066-18066.5.
Has the contractor met this requirement?

Yes

15. Contracting agencies shall be reimbursed based on the maximum authorized hours of care, regardless of attendance, if they meet either of the following requirements:
The program is open and operating in accordance with their approved program calendar and remains open and offering services through the program year.
The program is closed by local or state public health order or guidance due to the COVID-19 pandemic.

Has the contractor met this requirement?

Yes

8. Dimension II. Family Engagement

For CAPP, C2AP, C3AP, CMAP and CRRP only:

16. Describe feedback received from parent survey and how did the program respond?

Survey focused on customer satisfaction- issued via text/email.
340/795 surveys were completed: results
* 98% felt satisfied with staff's customer service.
* 6 responses indicated concern with timelines to receive childcare provider checks.
MCAP's reimbursement process meets State requirements: timely provider payments. The program will be educating providers on this process and will inform them on the availability to register for direct deposit, which avoids having to wait 5-7 days for mailing time.

For CCTR, CFCC, CMIG and CHAN only:

17. Desired Results Parent Survey Data: What feedback was received and how did the program respond?

2% parents surveyed want more information on parent involvement and interactions with other parents. Staff will empower parents by encouraging them to attend parent involvement activities/events. Parent involvement activities will continue to be provided throughout the school year, such as parent meetings, trainings, workshops, & conferences. These events will sustain and promote a more robust partnership and increase additional parent involvement, and for parents to interact with other parents.

18. Parent Advisory Committee (PAC): Describe how the PAC advised the program on issues related to the services provided to children and families.

The PAC contributes to program's services through multiple, ongoing discussions centering around budget development, program options, school readiness goals and more. Members of PAC serve on subcommittees and provide input, feedback, and approval across all areas of the program, including: budget information, school readiness goals, and recruitment and selection. Insight provided by PAC is a valuable; often the catalyst for creative discussions on meeting the needs of the children/families.

19. Parent Education and Involvement: Describe the education and involvement opportunities for parents.

Family engagement focuses on partnering with families to build culturally and linguistically responsive relationships that support family well-being. We support parents in developing skills, mindsets, and behaviors that support School Readiness practices in the home to promote parents as lifelong educators. ReadyRosie is research based and helps parents with parenting skills and engaging daily activities for them to do with their children. We encourage families to participate in family workshops

20. Parent Orientation: Describe the orientation process for families.

Prior to the child's first day of attendance, families are given opportunities to tour the classroom, learn about the program's structure and philosophy and how they are implemented in their classroom. Site Supervisors and Family Service Workers orient parents to the program and the parent handbook is used as a guide to learn about our program and examples of family engagement opportunities.

9. Dimension II. Family Engagement

21. Briefly describe your process for identifying a family's health and social service needs. Once a need is identified, indicate the programs process to refer the family to the appropriate supports and how is follow up conducted to ensure the needs of the family have been met.

Once a need is identified either though health/nutrition history, verbally or by any other means, FSW's follos this process:
Medical Health needs- opens a referral with CAS, follow-up and ensure the child is in safest environment possible.
Medical Insurance Needs- provide family with resources to local agencies.
Social Service Needs- FSW offers support, resources and follow-up to families throughout the year. Assist family in completing goals.
Mental Health- Mental Health Consultant if needed.

10. Dimension III. Program Quality

22. Each site/home has a current license issued by Community Care Licensing or is exempt from licensure. Has the contractor met this requirement?

Yes

11. Dimension III. Program Quality

23. Following, 5 CCR 18290, the applicable staff child ratios are met for each age group. Has the contractor met this requirement?

Yes

12. Dimension III. Program Quality

24. Program has completed Environment Rating Scale(s) on all classroom(s)/home(s). Has the contractor met this requirement?

Yes

25. Program has completed Classroom/Agency Summary of Findings. Has the contractor met this requirement?

Yes

26. Using the Agency Summary of Findings, describe two key findings from the ERS and what action steps the program is taking to address the key findings.

Greeting/Departing.
Continue to share information with families at drop off/pick up and email, Creative Curriculum Cloud, and calls. Parent meetings, and parent workshops will be offered monthly.

Provisions for Parents
Continue to involve families in lesson planning. Parents/staff will plan together for individual weekly plans for children, and continue to share daily information with families through communicating/setting up weekly meetings to discuss child's goals, planning, updates, etc

13. Dimension III. Program Quality

27. Describe how the program provides for the nutritional needs of the children.

CACFP meal patterns are adhered to following USDA guidelines.
The menu includes culturally diverse food to reflect the population served.
Food is high in protein and low in fat, sugar and salt.
Breakfast, lunch and snack are offered daily. Emergency food is available for any child missing a meal.
Food substitutions are available for children who have food allergies/religious belief.

Food Experience is provided monthly for children to have a hands on experience and experience different foods.

14. Dimension III. Program Quality

28. Program has completed Classroom/Home/Site Summary of Findings.
Has the contractor met this requirement?

Yes

29. Program has Completed Agency Summary of Findings.
Has the contractor met this requirement?

Yes

30. Describe the practices used to ensure that the program is collecting authentic assessment data.

DRDP Training is conducted throughout the year. File reviews are completed, and portfolios are reviewed. Corrective Action Plans are created for any portfolios that do not have authentic evidence.

31. List two key findings from the agency summary of findings and the action steps that will be taken to address the findings.

16% of Infants/Toddlers are at Exploring Middle in the domain of Language & Literacy.
40% of Infants/Toddlers are at Exploring Later in the domain of Cognition, including Math & Science.
Caregivers will:
- plan for intentional learning activities for Language/Literacy Development and Cognition.
- work with Mentor Coaches to increase their knowledge of Language/Cognition teaching practices, such as providing opportunities for exploration and rich language experiences.
- receive domain training

15. Dimension III. Program Quality

32. Each program/FCCHEN operating two or more sites/homes has a qualified program director.

Yes

33. Each program with more than one site has a qualified site supervisor.

Yes

34. Each site has qualified teachers.

Yes

35. Describe your plan for recruiting and retaining qualified teachers and describe current challenges with finding qualified staff.

Program is posting on JOBS@ Head Start as a featured employer and are partnering with college in attending their career and job fairs & posting on their jobs page. Program has adapted policies to provide stipend opportunities for staff. Professional development opportunities are offered for CD permit and reimbursement for out-of-pocket school expenses.
Challenges are obtaining: qualified applicants, timely background clearances and direct experience in working with young children and families.

16. Dimension III. Program Quality

36. Staff development is an ongoing process and should be based on the current needs of the staff and families participating in the program. Describe some of the staff development opportunities provided to staff/providers.

Conduct exhaustive onboarding. Supervisors hold monthly meetings to identify training needs. Staff opportunities for direct/indirect training is offered. Extend opportunities that community provides/information that support their growth. Teachers offered mentorship/resources. Pre-Service modules have focus on: program standards, data outcomes/trends within child development community.
Launching training that allows staff to train in a self-paced manner and receive information more efficiently.

37. What data was used to determine what staff development trainings were offered?

The current data used is from our programs' assessment outcomes, the internal monitoring process to include any internal or external review outcomes and/or findings based on the current policies and procedures. Based on the areas signified for improvement, we can offer staff strategic and meaningful training by aligning to those specific areas. The Director meets with staff by position where staff have an opportunity to voice their training needs.

17. Dimension III. Program Quality

38. Select all that apply:

The program refrains from religious instruction and worship
A statement has been provided to parents, providers, or public that the program does not provide religious instruction and worship.

18. Dimension III. Program Quality

39. Written Information for Families/Providers:
Describe the changes and updates made to the parent/provider handbooks to reflect the current 12-month regulations including abandonment of care policies, CCB 22-03 on Provider Payments, and other guidance issued this year.

The MCAP program completed a handbook update in March of 2019. This updated includes changes delineated on CCB 22-03 and the abandonment of care policies. The handbook will continue to be updated as necessary to reflect the most up-to-date program information and state requirements.

19. Dimension IV. Administrative

40. Select all that apply:

Contractor has a current inventory.
Documentation of most recent physical check of the inventory. If no purchases were made it is documented.
For non-LEA: contractor has a procedure for competitive purchases of equipment and services.

Reminder: Inventory must include all equipment and all non-disposable items with an estimated useful life of more than a year. CDSS Inventory Record Form

21. Dimension IV. Administrative

41. Describe two goals for your program. Include in your response; the data collected to identify the goal and include the action steps to be taken to improve the practice or program requirement.

Attain higher level of provider participation in direct deposit service by educating program participating providers on benefits of receiving a scheduled deposit of their reimbursement check. Need identified using the survey data.

Increase families and staff capacity to support school readiness.
Data- Desired results, ERS, Hatch, Ready Rosie
Action Steps- Planning, Trainings, Parent Meetings and sub-committees

42. Describe how staff and board members were a part of the self-evaluation process.

The management team completed a plan for the reviewof the self-evaluation process. Key program staff were involved in the observations, data collection and analysis. The narrative in this report was completed by QA and Program Administrator, after thoroughly reviewing the results of the PSE with Administration and two Board of Directors with education background. Findings were presented during a department meeting. PSE findings were presented to the Board of Directors on Wednesday, May 25, 2022.

22. Dimension V. Fiscal/Audit

43. The program has submitted a report for each contract that is consistent with the laws for state and federal fiscal reporting.
Has the contractor met this requirement?

Yes

23. Dimension V. Fiscal/Audit

44. The program has submitted an acceptable financial and compliance audit within the required timelines.
Has the contractor met this requirement?

Yes

45. Were any findings or concerns identified through the annual audit process?

No

46. Written Information for Families and/or Providers:
Contractors, annually or as needed, review their Written Information for Families and Providers (if applicable) and updates information to align with current regulations (5 CCR and Funding Terms and Conditions), CDSS training webinars, and guidance provided through Child Care Bulletins (CCB).
Has the contractor met this requirement?

Yes

MEMORANDUM

To: Board of Directors

From: Carolyn Coffey, Administrator of Education & Support Services

Date: May 25, 2022

Subject: *Agenda Item VI(d):* 2021-2022 Learning Outcomes – **Info Item**

The Head Start / State Child Development Division aggregates multiple data sources three times a year to determine if current practices are beneficial to our program and decide if changes need to be made. Once data is aggregated, the results are used to look at teaching practices and training needs and decide if other resources are needed. The end of the year data is used to create School Readiness Goals for our upcoming school year.

The focus of this information item is to present a summary of the 2021-2022 Learning Outcomes, which include the Classroom Assessment Scoring System (CLASS) and the Desired Results Developmental Profile (DRDP) to the Board for your review.

MEMORANDUM

To: Board of Directors

From: Jerry Meade, Assistant Director ~ Program

Date: May 25, 2022

Subject: *Agenda Item VI(e):* 2022-2024 Home Visiting Program Contract with Kern County Department of Human Services (DHS) – **Action Item**

The Head Start and State Child Development Division is requesting approval from the CAPK Board of Directors to execute a continuation contract with Kern County Department of Human Services for the Home Visiting Program (HVP). The new contract period will begin July 1, 2022 and continue through June 30, 2024. The total contract funding is $6,828,122 which will be distributed as $3,414,061 per year for two years.

The attached contract from DHS is customary in nature and does not deviate from the established scope of work in our established program delivery. One notable change to the contract includes language to allow CAPK to offer incentive-based compensation to employee paid from these contract funds. In section 4 (pg.8) of the contract within the section titled “Compensation”, new language was added to support the allowability of CAPK’s retention incentive policy. This language mirrors CAPK’s retention incentive policy.

This contract will be presented to the Kern County Board of Supervisors in June 2022. Once fully executed, the funding will support client services to up to 300 families cumulatively and 38 full time CAPK employees. The Home Visiting Program aligns with CAPK’s Strategic Plan and Program goals supporting and encouraging school readiness for our most vulnerable population in the communities we serve.

Recommendation:

Staff recommends the Board of Directors approve the KCDHS 2022-2024 Home Visiting Program Contract and authorize the Chief Executive Officer (CEO) to execute the contract and future amendments on behalf of CAPK.

Attachment:

DHS 2022-2024 Home Visiting Program Contract

AGREEMENT
FOR
CalWORKs HOME VISITING PROGRAM SERVICES

Independent Contractor
(COUNTY – COMMUNITY ACTION PARTNERSHIP OF KERN)

THIS AGREEMENT ("**Agreement**") is made and entered into on _____, ("**Execution Date**") by and between the County of Kern, a political subdivision of the State of California ("**County**"), as represented by the Department of Human Services ("**Department**"), and Community Action Partnership of Kern ("**Contractor**"), whose principal place of business is at 5005 Business Park North, Bakersfield, CA 93309. County/Department and Contractor are referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

a. California Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the provision of special services with individuals specially trained, experienced and competent to perform those services; and

b. Senate Bill 840 (Chapter 29, Statutes of 2018), Assembly Bill 1811 (Chapter 35, Statutes of 2018), and Welfare and Institutions Code (W&IC) Article 3.4 sections 11330.6-11330.9 codified the requirements for the Home Visiting Program; and

c. The CalWORKs Home Visiting Program is an evidence-based, voluntary service delivery model that pairs new parents with a nurse, or other trained professional to make regular visits in the participant's home to provide guidance, coaching, access to prenatal and postnatal care, and other health and social services; and

d. County desires to engage Contractor to provide said services, and Contractor, by reason of Contractor's qualifications and experience, has offered to provide the required services on the terms set forth in this Agreement.

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

1. TERM

This Agreement shall commence on July 1, 2022 and shall remain in effect until June 30, 2024, unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall assume responsibility for providing the following services:

A. Outreach

1) Contractor's employees shall distribute Home Visiting Program **("HVP")** information to available venues, such as stores, libraries, laundromats, doctor and dental offices, and medical clinics and shall host recruiting events in service areas.

2) Contractor shall station a minimum of two Community Action Partnership of Kern **("CAPK")** HVP liaisons at the offices of the Kern County Department of Human Services **("KCDHS**") to promote, enroll, and field questions for the HVP program.

3) Contractor shall provide CAPK-HVP posters for KCDHS lobbies; flyers for KCDHS interview rooms; and brochures for display in KCDHS public areas, inclusion in CalWORKs application packets, and distribution to KCDHS partner agencies within CAPK's service areas.

4) Contractor shall promote the HVP through its social media platforms.

B. Home Visiting

1) Contractor shall provide the following staff to provide HVP services:

a. One Program Manager to provide oversight for the HVP.
b. 30 qualified Home Visitors to provide direct services to participants.
c. Three Program Coordinators to provide oversight to the support staff.
d. Four liaisons to recruit, provide outreach, and enroll participants in the HVP.

2) Contractor shall concurrently serve up to 300 CalWORKs voluntary families through the CAPK-HVP Program as follows:

Target Population	
CalWORKs Assistance Units - Pregnant with no other children at the time of enrollment, or a first-time parent, or caretaker relative of a child less than twenty-four months	Pregnant w/no children:**60** First-time parent: **60**
Child-only - Pregnant with no other children at the time of enrollment, or a first-time parent, or caretaker relative of a child less than twenty-four months6	Pregnant w/no children: **5** First-time parent: **5**
Expanded Population	
Homeless families with more than one child in addition to having a child under 2 at the time of enrollment.	**85**
Families with more than one child in addition to having a child under 2 at the time of enrollment.	**85**

3) Contractor shall cumulatively serve up to 400 families during the term of the Agreement as set forth in **Exhibit "A".**

4) Contractor shall provide HVP services in the district areas of Taft, Shafter, Delano, Rosemond, Ridgecrest, and other areas of Eastern Kern County.

5) Contractor may conduct Telehealth visits using an agreed upon virtual platform if the following requirements are met:

a. Telehealth home visits are implemented with fidelity to the evidence-based home visiting model.

b. Alternate locations are agreed upon by Contractor and HVP participants.

c. Telehealth home visits shall be used as supplemental visits. The initial home visit shall be conducted in person.

d. Telehealth visits are required to be conducted on a HIPAA-compliant video platform.

e. Home visitors who plan to conduct Telehealth home visits shall be trained in using the technology prior to conducting the virtual visit.

6) Contractor shall annually conduct up to 46 home visits for a maximum of 90 minutes in duration on a weekly basis and facilitate up to 22 socialization activities for each family participating in the CAPK-HVP program. Home visits shall be supplemented by regular phone contact and shall be planned collaboratively with the parents (or the child's legal guardian).

7) Contractor shall use the Early Head Start Home Visiting Program- Home Based Option (EHS-HBO) as the home visiting model. Contractor shall provide and use the "Partners for a Healthy Baby" curriculum. Contractor may use other approved Home Visiting Evidence of Effectiveness (HomeVee) curricula upon obtaining authorization from the Department.

8) Contractor shall provide a ratio of one CAPK-HVP home visitor for 8-10 families. This ratio is the same for the outlying areas of Taft, Shafter, Delano, Rosemond, Ridgecrest, and other areas of Eastern Kern County.

9) Contractor shall provide services to the HVP families for 24 months from the time of enrollment, or until the child turns two years of age, whichever is later.

C. Connection to Resources

1) Contractor shall utilize internal resources when possible to meet participants' needs.

2) Contractor shall refer participants to partner agencies (including KCDHS for job readiness; mental health and substance abuse services; and assistance for victims of domestic violence and sexual assault) when unable to internally meet the needs of the participants.

3) Contractor shall refer participants to Information and Referral Specialists through 211 Kern County when resources are not readily available.

D. Data Collection

1) Contractor shall collect the information necessary for the completion of the HVP Program Monthly Status Report (HVP19).

2) Contractor shall collect, maintain, and electronically input data into the ChildPlus® database.

3) Contractor shall provide by the 10th calendar day of the month the HVP Program Monthly Status Report (HVP 19) for submission to the California Department of Social Services ("**CDSS"**.)

4) Contractor shall generate and submit a report in a format agreed upon by the Department to track individual referrals, program enrollment and exit, CalWORKs aid codes, home

visitor assignments, and services provided. Contractor shall update the report on a real-time basis and provide the report by the 10th calendar day of the month to the Department.

E. Material Goods

Material goods funding related to the health and safety of the child and family is available and shall not to exceed the life time limit of up to $500 per family. The Contractor and Department collaborated in the development of a list of items for material goods purchase as set forth in **Exhibit "B".** The CAPK home visitor shall do the following:

1) Verify need by completing initial assessment.

2) Purchase the items.

3) Deliver or arrange for delivery of items.

4) Request Department approval via Material Goods Approval Request **as set forth in Exhibit "C"** for purchase of material goods not listed in **Exhibit "B."**

5) Monitor cases to ensure $500 life time limit per family is not exceeded.

F. Training

1) Contractor shall provide a general training on the CAPK-HVP program for Department's HVP case managers, supervisors, and liaison.

2) Contractor shall mandate all home visitors to complete Cultural/Linguistic and Anti-Bias training. Contractor shall provide to Department verification of completion of Cultural/Linguistic and Anti-Bias training that meets CDSS minimum training standards for all CAPK Home Visiting Program staff.

3) As the administrator of the local Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program, Contractor shall provide to Department verification of WIC program training for all CAPK Home Visiting Program staff.

4) Contractor shall mandate that all CAPK home visiting staff who provide direct participant services, as per the terms of this Agreement, shall complete Civil Rights Training.

G. Contractor and Department shall collaborate and participate in the Head Start Policy Council Committee. Attendees include the following: Kern County Department of Public Health, Bakersfield Legal Assistance, Community Connection for Childcare, CAPK home visitors, KCDHS staff, and CAPK-HVP participants. The committee shall meet quarterly to promote community awareness of home visiting; improve interagency coordination; develop procedures for communicating problems that may arise; and track remedies and outcomes.

H. Reporting Responsibilities

The Contractor shall track and report all program outcomes for the parents and children served in the HVP program and measures specific to CalWORKs objectives that include:

1) Demographic Information
   a) Race, ethnicity, national origin, primary and secondary language, and county.

2) CAPK/Home Visitor Performance

a) Number of home visits completed, including data on duration of families' enrollment in home visiting services.

b) Indicators of home visiting program workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce

3) Child and Family Indicators and Outcomes

a) Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines.

b) Number of children receiving developmental screening and referrals for further assessment.

c) Number of children participating in early learning programs.

d) Service referrals by type.

e) Services accessed by type.

f) Parental satisfaction with their gains in parenting skills and knowledge.

g) Food and housing stability.

h) Workforce training, employment, and financial stability.

i) Child Protective Services referrals and outcomes.

j) Participation in educational programs or English as a Second Language programs, or both, as applicable.

k) Access to immigration services and remedies as applicable.

l) Rate of previously homeless families who return to homelessness.

4) Additional descriptive and outcome indicators, as appropriate and required by the California Department of Social Services (CDSS).

5) Contractor shall be responsible for collecting and analyzing data; recording outcomes of the participants and children; and compiling the data into appropriate reports related to the HVP program as required by CDSS.

6) Contractor shall share HVP reports with Department each month using a secure file transfer protocol.

7) Contractor shall provide a monthly participation report to Department in an agreed upon format by the 10th of every month for each Welfare to Work participant who is participating in the HVP.

8) Contractor shall provide a report tracking the material goods funding that has been issued to each HVP family upon Department's request.

3. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following services:

A. Case Management/Coordination of Participants

1) Department shall provide Contractor with limited use of space, when available, for CAPK liaisons within KCDHS offices throughout Kern County. The specific dates, times, rooms, or areas within the offices to be used shall be determined solely by Department in consultation with Contractor. Contractor must obtain prior approval from Department for any changes in staff or requests to alter facility space.

2) Department shall assign designated Eligibility staff to assist CalWORKs participants who are participating in the HVP. For CalWORKs Welfare-to-Work ("**WTW**") active participants or volunteers who are participating in HVP, Department shall assign designated WTW Social Service Workers (SSW) to provide case management.

3) Department shall assist the CAPK home visitors by helping HVP families navigate eligibility for public assistance programs, facilitating referrals for barrier removal, and connecting the family with resources to promote self-sufficiency. Department staff shall do the following:

a) Answer questions regarding public assistance programs and provide assistance as required by regulation to obtain verification for eligibility requirements.

b) Provide referrals for mental health and substance abuse services through Kern Behavioral and Recovery Services or its designated representatives.

c) Provide referrals for victims of domestic violence and sexual assault to KCDHS Domestic Violence Social Workers or other approved agencies.

d) Provide contact information for job readiness services through America's Job Center, Employers' Training Resource, KCDHS Job's First Room at the main office in Bakersfield, and Resource Rooms located in KCDHS District offices.

e) Provide information on Job Fest job fairs via flyers and through the KCDHS Job Fest Facebook page.

f) Provide a full range of WTW activity options, as appropriate based upon assessment, for HVP participants who are enrolled in the WTW program as active participants or volunteers.

g) Report issuance of services or referrals to the CAPK home visitor to avoid duplication of services.

4) Department shall provide a liaison to serve as primary point of contact for Contractor to provide HVP services to CalWORKs participants. The liaison shall provide the following:

a) Assist Contractor with securing read-only access to the Department's case management system (CalSAWS) for CAPK liaisons.

b) Communicate via e-mail with the KCDHS Eligibility and WTW workers (if applicable) to ensure participant is assigned to the appropriate CalSAWS caseload once HVP participation is confirmed or ended.

c) Receive monthly data reports from Contractor, review for completion, and transmit to CDSS.

d) Review and approve or deny Material Goods Approval Requests (**Exhibit "C")** when participant material goods needs are beyond the scope of the categorical descriptions or items listed in **Exhibit "B."**

B. Outreach

1) Department shall conduct outreach by mailing HVP program informing notices and outreach flyers to households in the target and expanded populations as needed by Contractor.

2) Department Eligibility staff and WTW SSWs shall screen CalWORKs participants for potential HVP eligibility.

3) Department shall refer potential HVP volunteer participants to the CAPK liaisons for enrollment.

4) Department shall promote the HVP program through its social media platforms.

5) Department shall display CAPK-HVP program posters, flyers, and brochures in its offices throughout Kern County.

6) Department shall encourage partner agencies to display CAPK-HVP program posters, flyers, and brochures.

C. Training

1) Department shall provide pre-service training on the CalWORKs, CalFresh, and Medi-Cal programs to CAPK home visiting staff.

2) Department shall provide additional training to CAPK Home Visiting staff on the WTW program to include (strengths-based) motivational interviewing and the referral processes for behavioral health, substance abuse, and assistance for victims of domestic violence and sexual assault.

D. Data

1) Department shall receive and review monthly reports from Contractor and submit the reports to CDSS using a secure file transfer process.

2) Department shall work with Contractor to generate, update, and submit a report in an agreed upon format to track individual referrals, program enrollment and exit, CalWORKs aid codes, home visitor assignments, and services provided. Department shall review the report and take appropriate action.

E. Contractor and Department shall collaborate and participate in the Head Start Policy Council Committee. Attendees include the following: Kern County Department of Public Health,

Bakersfield Legal Assistance, Community Connection for Childcare, CAPK home visitors, KCDHS staff, and CAPK-HVP parent participants. The committee shall meet quarterly to promote community awareness of home visiting; improve interagency coordination; develop procedures for communicating problems that may arise; and track remedies and outcomes.

4. COMPENSATION

County shall compensate Contractor in an amount not to exceed $3,414,061 for Fiscal Year 2022-23 and $3,414,061 for Fiscal Year 2023-24. The total amount of compensation over the term of this agreement is not to exceed **$6,828,122**. County shall reimburse Contractor for all necessary and reasonable costs incurred on behalf of County as set forth in **Exhibit "D"**.

During Fiscal Year 2022-23, Contractor shall implement a Retention Incentive Plan for its employees and shall include the costs as a separate line item in **Exhibit "D."**

A. Staff Retention Incentive Plan

Contractor shall implement a Retention Incentive Plan for its employees to reduce the rate of attrition and increase the rate of retention and length of service of home visiting staff. Contractor's employees shall be eligible to earn retention incentives of up to $2,000 if they meet the following criteria:

1) Hired and on active status as of March 30, 2022 and employment retained through August 26, 2022, employee shall be paid the first incentive payment of $1,000 on September 9, 2022.

2) Hired and on active status as of March 30, 2022 and retained employment through December 2, 2022 employee shall be paid the second incentive payment of $1,000 on December 16, 2022.

3) Hired and on active status as of August 27, 2022 and retained employment through December 2, 2022, employee shall be paid one incentive payment of $1,000 on December 16, 2022.

The amount paid to Contractor by County shall not exceed the total amount of Home Visiting Program funding made available by the State to the County for the period of July 1, 2022 through June 30, 2024. No additional compensation will be paid. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

5. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS.

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

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

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

a. A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. Supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.

b. Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County's rates which are in effect at the time the expense(s) is/are incurred.

c. Copies of invoices submitted to Contractor from subcontractors.

d. Invoices shall be sent to the following attention:

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

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

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

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

B. Department reserves the right to withhold payment if Contractor falls behind schedule or submits substandard work.

C. Final invoices must be received by Department no later than 45 days following termination of this Agreement.

D. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget categories or the addition of a budget category cannot be approved without prior submission of a revised budget by Contractor and prior written approval by Department.

E. Contractor shall submit no later than June 20th an estimated invoice for reimbursable, accrued costs through June 30th. The Department's fiscal year funding allocation ends June 30, and costs are claimed on a cash basis.

F. Upon receipt of billing from the Contractor, the Department shall pay an advance each month equal to the Contractor's estimated expenses for the following month; advances for any month will not exceed 1/12 of the total approved budget for that year. Each month the Department will reconcile actual invoices to advances paid, and any differences shall be adjusted to the current month's advance request as an increase or decrease to that advance.

All advances in excess of actual invoices over the term of agreement will be reimbursed to the Department by Contractor or deducted by the Department from the Contractor's final contract payment, at the discretion of the Department.

6. REPRESENTATIONS

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

A. Contractor has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and

B. Contractor does not have any actual or potential interests adverse to County, nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

7. ASSIGNMENT

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

A. Selling, exchanging or otherwise transferring to a third party effective control of Contractor management (through sale, exchange or other transfer or outstanding common stock of Contractor or otherwise) or any of Contractor's assets dedicated to the performance of services hereunder, unless such assets are promptly replaced with assets of greater or equal value and equivalent function;

B. Issuing new stock or selling, exchanging or otherwise transferring 10% or more of the then outstanding common stock of Contractor to a party other than the shareholders owning said stock as of the date hereof;

C. Any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor;

D. Any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against this Agreement, appointment of a receiver taking possession of any of Contractor's property or transfer occurring in the event of a probate proceeding; and

E. Any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership or control of Contractor.

8. NEGATION OF PARTNERSHIP

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

9. IMMIGRATION REFORM AND CONTROL ACT

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

10. INDEMNIFICATION

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

11. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The Contractor shall promptly deliver the

County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

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

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

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

B. Liability Insurance Requirements:

1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 each occurrence and $2,000,000 aggregate.

b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least $1,000,000 each occurrence.

c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate.

2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph B. shall include an endorsement naming the County and County's board

members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3) Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

F. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

G. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

H. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this

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

12. EVALUATION

Services to be provided by Contractor shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Contractor. Contractor shall respond in writing to the deficiencies statement within 30 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

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

A. Failure to notify Department and receive prior written approval for any changes to Program delivery within 15 days of change for:

1) Change in assigned program staff.

2) Change in program or service hours and days.

3) Change in program or service locations and access for participants.

B. Failure to notify Department for written approval prior to any changes to delivery of program services as designated in the contract.

C. Failure to request, in writing, and receive written pre-approval from County for changes to, or the addition of line items in, the approved budget.

D. Failure to provide written assurance of required civil rights training as detailed in **Section 33**, below.

E. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

13. CONTRACT DISPUTE

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

14. TERMINATION

County may at its election, at any time and without cause, terminate this Agreement by written notice to Contractor. Said termination shall be deemed effective 10 calendar days after personal delivery, or 15 calendar days after mailing by regular U.S. mail, postage prepaid. In addition, either Party may immediately terminate this Agreement should the other Party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Contractor or County, and if so requested by County, Contractor shall submit to County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. Should either Party terminate this Agreement as provided herein, County shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 5 herein.

15. NON-APPROPRIATION

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

16. NOTICES

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

Notice to County shall be addressed as follows:

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

Notice to Contractor shall be addressed as follows:

Yolanda Gonzales, Director
Community Action Partnership of Kern
Head Start/State Child Development
5005 Business Park North
Bakersfield, CA 93309

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

17. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of County, and if so requested by

County, shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

18. CONFLICT OF INTEREST

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

19. SOLE AGREEMENT

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

20. AUTHORITY TO BIND COUNTY

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

21. MODIFICATION OF AGREEMENT

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

22. NON-WAIVER

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

23. CHOICE OF LAW/VENUE

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

24. CONFIDENTIALITY

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

A. During the term of this Agreement, Parties may receive or create certain confidential health or medical information ("Protected Health Information" or "**PHI**"). This PHI is subject to protection under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("**the HITECH Act**"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("**HIPAA Regulations**") and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PHI the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with the HITECH Act, and applicable HIPAA Regulations.

D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PHI in a manner that is not authorized by the Parties or by applicable law.

E. During the term of this Agreement, the contractor agrees to abide by the Information Exchange Agreement between the Social Security Administration ("**SSA**") and the California Department of Health Care Services "**DHCS**"), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements ("**TSSR**"), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the Contractor agrees not to post these documents in a public viewing area including any public Internet site.** Contractor agrees to abide by all relevant requirements in the National Institute of Standards and Technology ("**NIST**") Special Publications ("**SP**") 800-122 and 800-53 (https://www.nist.gov/), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personally Identifiable Information ("**PII**").

1) Contractor will provide a list of all employees who will have access to SSA data to the County prior to County giving Contractor access to such data. See **Exhibit "E"**.

2) Contractor and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the Contractor. Contractor will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Contractor will provide proof of such training to the Department as required by the MOUs.

3) Contractor agrees to allow the County to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:

   a. Safeguards for sensitive information;

   b. Technological safeguards on computer(s) that have access to SSA-provided information;

   c. Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;

   d. Continuous monitoring of the Contractor's or agent's network and infrastructure and assets.

   e. Compliance with all applicable TSSR and NIST guidelines.

4) Contractor will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.

5) Contractor agrees no PII or PHI record will be stored outside the Contractor's information system without approval by County. Contractor will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("**FIPS**") 199 security category of the information recorded on the media. Contractor will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.

6) Contractor is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Contractor will work with County on alternate methods to receive any PII/PHI documents.

7) Contractor is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "E"**.

8) Contractor will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using

approved equipment, techniques, and procedures. Contractor will track, document, and verify media sanitization actions.

9) Contractor and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

COUNTY RESPONSIBLTIES

1) County will provide Contractor with training materials which the Contractor will use to assist in completing their initial and annual training. See **Exhibit "E"** for access instructions.

2) County will provide Contractor access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "E"** for access instructions.

3) County will maintain records of all Contractor's and employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.

4) If necessary, County will request records for evidentiary purposes when needed from the Contractor.

5) County agrees to provide a copy of their Breach Reporting Incident Policy to the Contractor along with contact names and telephone numbers for all County Privacy Officers.

25. BUSINESS ASSOCIATE ADDENDUM

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

26. ENFORCEMENT OF REMEDIES

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

27. SEVERABILITY

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

28. COMPLIANCE WITH LAW

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

29. CAPTIONS AND INTERPRETATION

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

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

30. TIME OF ESSENCE

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

31. COUNTERPARTS

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

32. FORCE MAJEURE

County shall exercise every reasonable effort to meet its obligations hereunder and shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control including, but not limited to, compliance with any government law or regulation, acts of God, fires, strikes, lockouts, natural disasters, wars, riots, and/or any other cause whatsoever beyond the reasonable control of County. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. Contractor will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21 which can be found at http://www.dss.cahwnet.gov/getinfo/pdf/3cfcman.pdf.

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

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

34. AUDIT, INSPECTION, AND RETENTION OF RECORDS

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

35. NON-COLLUSION COVENANT

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

36. NO THIRD PARTY BENEFICIARIES

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

37. SIGNATURE AUTHORITY

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

38. EXHIBITS

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

[Remainder of this page is intentionally left blank]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____ By_____
Chairman, Board of Supervisors
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: _____ By_____
Jeremy T. Tobias, Executive Director
"Contractor"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: _____ By_____
Lito Morillo, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: _____ By_____
Bryan Walters, Deputy County Counsel

Exhibit A

CAPK Home Visiting Program

Head Start and Child Development Division

2 Year Plan

Home Visitor	Estimated Case Load	Year 1 July 1, 2022 through June 30, 2023	Year 2 July 1, 2023 through June 30, 2024
HV 1	8 - 10	8	1 Program Manager, 3 Coordinators, 4 Liaisons, and 30 Home Visitors serving up to 240 families. Collaboration with KCDHS to conduct outreach to parents throughout Kern County. Service areas include Bakersfield, Taft, Shafter, Delano, Ridgecrest, and Eastern Kern.
HV 2	8 - 10	8	
HV 3	8 - 10	8	
HV 4	8 - 10	8	
HV 5	8 - 10	8	
HV 6	8 - 10	8	
HV 7	8 - 10	8	
HV 8	8 - 10	8	
HV 9	8 - 10	8	
HV 10	8 - 10	8	
HV 11	8 - 10	8	
HV 12	8 - 10	8	
HV 13	8 - 10	8	
HV 14	8 - 10	8	
HV 15	8 - 10	8	
HV 16	8 - 10	8	
HV 17	8 - 10	8	Program is at full capacity concurrently serving 240-300 families. The goal is to reach a cap of cumulatively serving up to 400 families by 6/30/2024.
HV 18	8 - 10	8	
HV 19	8 - 10	8	
HV 20	8 - 10	8	
HV 21	8 - 10	8	
HV 22	8 - 10	8	
HV 23	8 - 10	8	
HV 24	8 - 10	8	
HV 25	8 - 10	8	
HV 26	8 - 10	8	
HV 27	8 - 10	8	
HV 28	8 - 10	8	
HV 29	8 - 10	8	
HV 30	8 - 10	8	
Total	**200-300**	**240**	

EXHIBIT "B"

CAPK / KCDHS Home Visiting Program

Material Goods Items for Health and Safety

List of potential Material Goods Items for Health and Safety:

Safe Sleep Items ~ Items for the purpose of promoting a safe sleeping environment for Infants and toddlers. Items may include:

- Co-Sleeper
- Pack & Play
- Crib with Mattress
- Crib Mattress & fitted sheets
- Blankets Sleepers

- Baby Monitors
- Humidifiers
- Vaporizers

Transportation Safety ~ Items for the purpose of promoting a safe transportation for Infants and toddlers. Items may include:

- Car Seat
- Infant Carrier
- Stroller
- "Baby in Car" Reminder

Household Safety Items ~ Items for the purpose of promoting a safe home environment for Infants and toddlers. Items may include:

- Door & Window Locks or devices to deter child access (Knob covers, Chains, latches, Etc…)
- Cabinet Locks
- Baby Gates
- Carbon Monoxide Detectors
- Smoke Detectors
- Batteries
- Plug Covers
- Fans/Heaters
- Child safety kits
- Furniture anchors
- Sharp edge protectors
- Appliance locks / Stove Knob Covers
- Toilet Locks
- Fire extinguisher
- Cord clips
- Window guards
- Locking cabinets
- Anti-slip devices
- Firearm safety devices
- Power Strips
- Lead and Mold Detection Kits
- First Aid Kits
  - Band-Aids
  - Ice Packs
  - Thermo Blankets
  - Flashlights w/ batteries
  - Gauze
  - Ointments

Nutrition Safety ~ Items for the purpose of promoting a healthy eating habits for Infants and toddlers. Items may include:

- Baby Bottle Warmers
- Baby Bottle Sterilizers
- Baby Bottle Drainers
- Breast Pump
- Infant Booster/Feeding Chair

Water Filtration Devices
High Chair
Choking Tubes

Personal Hygiene Protection ~ Items for the purpose of promoting a personal hygiene and safe practices while performing hygienic practices for Infants and toddlers. Items may include:

Baby Bath Tubs
Bath Water Safety Thermometer
Guard rails or protective screens
Personal Hygiene Products

Cleaning Supplies and Equipment ~ Items for the purpose of promoting a clean and safe home environment for Infants and toddlers. Items may include:

Vacuum
Cleaners
Mops, Brooms, Brushes, Buckets
Trash Receptacles

Pest Control Products and Services ~ Items for the purpose of promoting a pest free environment for Infants and toddlers. Items may include:

Rodent Traps
Insecticides
Lice Treatments
Bed Bug Treatments
Flea and Tick Protective Equipment

EXHIBIT "C"

HVI Exceptional Material Goods Approval Request

Date:

Participant Name: _____ **Case #**_____
Last, First, MI

Items Requested: _____

_____

Justification: _____

_____

$500 Material Goods Balance **$0**
Cost of purchase _____
Balance Remaining _____

CAPK Home Visitor (print) _____

_____ **Date** _____
Signature

_____
CAPK Supervisor (print)

_____ **Date** _____
Signature

Approved ☐

Denied ☐

Reason:_____

_____
KCDHS Representative (print)
_____ **Date** _____
Signature

EXHIBIT "D"

COMMUNITY ACTION PARTNERSHIP OF KERN

CAPK HOME VISITING PROGRAM
FY 22/23

Line Item	Budget Amount
SALARIES	**$2,106,259**
PAYROLL TAXES & BENEFITS	**$695,065**
OPERATIONAL/PROGRAM COSTS	**$302,368**
TOTAL DIRECT COSTS	**$3,103,692**
OVERHEAD OR INDIRECT COSTS	**$310,369**
TOTAL COSTS	**$3,414,061**

EXHIBIT "D"

COMMUNITY ACTION PARTNERSHIP OF KERN
CAPK HOME VISITING PROGRAM
FY 22/23

Line Items	Descriptive Narratives
SALARIES	**$2,106,259**
Home Visiting Program Manager	Salaries and wages includes program management responsible for program oversight, cost-of-living adjustment, merit increase and retention incentive;1 program manager and 3 program coordinators for staff supervision and supporting monitoring. 30 home visitors responsible for providing individual and family services and program delivery, 4 liaisons responsible for case management, enrollment services and coordination of shared communication with KCDHS. Administrative management for compliance in all areas of the program.
30 Home Visitors	
4 Liaisons	
3 Program Coordinators	
1 Senior Management (@ 50% allocation)	
7 Senior Management (@ 10% allocation)	
3 Program Support (@ 10% allocation)	
Data Analyst(@ 10% allocation	
Staff Retention Incentive Plan	
PAYROLL TAXES & BENEFITS	**$695,065**
Taxes & Benefits	Benefits include FICA, State Disability, FUTA, Workers Compensation and benefits @33% of salaries and wages. Benefits include retirement, medical, dental, vision, and long-term disability plan.
OPERATIONAL/PROGRAM COSTS	**$302,368**
Professional Development/Travel	Operational expenses are prorated amounts using CAPK allocation schedule bases on am occupied square footage allocation methodology. Cost allocation includes rent, facility, utilities, phone/telecommunications, equipment/leases, professional services, supplies, marketing/advertising/printing, and insurances. Other operational cost include mileage reimbursement, and professional development trainings and conferences including curriculum, early childhood education and leadership. Travel and expenses to be included. Computers and other workspace supplies to include furnishings for additional staff. Program curriculum, ECE consumable items, books, crafts, music, and incidental food costs. Consultant services for specialized needs, nurse, and family engagement activity funds. Material goods related to health and safety of the child/family (not to exceed $500 per family). Activity kits and other educational supplies
Rent/Facility/Utilities	
Phone/Telecommunication	
Equipment/Leases	
Professional Services	
Marketing/Advertising/Printing	
Insurances	
Child and Family Services Supplies	
Nutrition Services	
Child Service Consultants	
Parent Services	
Material Goods	
TOTAL DIRECT COSTS	**$3,103,692**
OVERHEAD OR INDIRECT COSTS	**$310,369**
	Certified Rate 0% Fixed Rate 10%
TOTAL COSTS	**$3,414,061**

EXHIBIT "D"

COMMUNITY ACTION PARTNERSHIP OF KERN *CAPK HOME VISITING PROGRAM* **FY 23/24**	
Line Item	**Budget Amount**
SALARIES	**$2,178,864**
PAYROLL TAXES & BENEFITS	**$719,025**
OPERATIONAL/PROGRAM COSTS	**$205,803**
TOTAL DIRECT COSTS	**$3,103,692**
OVERHEAD OR INDIRECT COSTS	**$310,369**
TOTAL COSTS	**$3,414,061**

EXHIBIT "D"

Line Items	Descriptive Narratives
SALARIES	**$2,178,864**
Home Visiting Program Manager	Salaries and Wages includes Program Management responsible for program oversight, cost of living adjustment, merit increase and retention incentive; 3 Program Coordinators for staff supervision and support in the monitoring; 30 Home Visitors responsible for providing individual and family services and over all program delivery; 4 Liaison positions responsible for case management, enrollment services and coordination of shared communication with KCDHS; Enrollment and Attendance team members responsible for monitoring compliance; and Administrative management for compliance in all areas of the program.
30 Home Visitors	
4 Liaisons	
3 Program Coordinators	
1 Senior Management (@ 50% allocation)	
7 Senior Management (@ 10% allocation)	
2 Program Support Staff (@ 10% allocation)	
Data Analyst(@ 5% allocation)	
PAYROLL TAXES & BENEFITS	**$719,025**
TAXES/BENEFITS	Benefits includes FICA, State Disability, FUTA, Workers Compensation and benefits @33% of Salaries and Wages. Benefits include retirement, medical, dental, vision, and long-term disability plan.
OPERATIONAL/PROGRAM COSTS	**$205,803**
Professional Development/Travel	Operational expenses are prorated amounts using CAPK allocation schedule bases on an occupied square footage allocation methodology. Cost allocated include rent, facility, utilities, phone /telecommunications, equipment/leases, professional services, supplies, marketing/advertising/printing, and insurances. Other operational costs include mileage reimbursement, and professional development trainings and conferences including curriculum, early childhood education and leadership. Travel expenses to be included. Computers and other workspace supplies to include furnishings for additional staff. Program supplies which include curriculum, ECE consumable items, books, crafts, music, and incidental food costs. Consultant services for specialized needs, and family engagement activity funds. Material goods related to health and safety of the child/family (Not to exceed $500.00 per family).
Rent/Facility/Utilities	
Phone/Telecommunication	
Equipment/Leases	
Professional Services	
Marketing/Advertising/Printing	
Insurances	
Child and Family Services Supplies	
Nutrition Services	
Child Service Consultants	
Parent Services	
Material Goods	
TOTAL DIRECT COSTS	**$3,103,692**
OVERHEAD OR INDIRECT COSTS	**$310,369**
	Certified Rate 0% Fixed Rate 10%
TOTAL COSTS	**$3,414,061**

EXHIBIT "E"

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

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

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

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to **BAAContracts@kernKCDHS.com**.

- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department's Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.

- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

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

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3343) BAAContracts@kernKCDHS.com
- Senior Human Resources Manager (661-633-7373) BAAContracts@kernKCDHS.com

EXHIBIT “F”

BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

A. CE wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

Definitions

Catch-all definition:

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

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) Covered Entity. “Covered Entity” or “CE” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Human Services.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

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

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

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

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

(d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

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

(f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

(g) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health

Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE s responsibility to prepare and deliver any such accounting requested BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

(h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

(i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

(j) **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

(k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

(l) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements. policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days

of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

Termination

(a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

(b) **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

(c) Obligations of Business Associate Upon Termination.

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

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

Indemnification

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

Disclaimer

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

Certification

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

Amendment

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

Assistance in Litigation or Administrative Proceedings

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

No Third-Party Beneficiaries

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

Effect on Contract

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

Interpretation

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

EXHIBIT "G"

ASSURANCE OF COMPLIANCE WITH
THE KERN COUNTY DEPARTMENT OF HUMAN SERVICES

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

Community Action Partnership of Kern (CAPK) (HEREINAFTER "CONTRACTOR')

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

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

BY ACCEPTING THIS ASSURANCE, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

MEMORANDUM

To: Board of Directors

From: Jerry Meade, Assistant Director ~ Program

Date: May 25, 2022

Subject: *Agenda Item VI(f): Early* Head Start Lease Agreement: Address 850 J Street, Lathrop – Jerry Meade, Assistant Director ~ Program – **Action Item**

Background:
Staff received notification from the property owner of CAPK's Early Head Start facility in Manteca regarding the termination of the lease. After recent meetings and site visits of Grace Community Church, located at 850 J Street, Lathrop, CA., staff have determined that the available former Head Start childcare space would be an excellent fit for the Early Head Start program. This facility is four (4) miles away from the current facility, and even though the facility is located in a neighboring city, it will not create a hardship for existing clients. Community needs data shows a higher need in the new neighborhood.

Current Events:
The total available space for lease is 3,015 ft² with available space for a warming kitchen, teacher resource room, three classrooms with a capacity of 8 children each, and office space. The outdoor area provides for dedicated and shared parking and a dedicated play area.

Improvements:
To ensure Head Start program's high level of service, and to accommodate Federal and State requirements for child development centers, it has been identified that only minor improvements will be necessary for a fully operational facility. This includes new classroom finishes, case work, restroom modification, and playground modifications. The cost of improvements was considered in the negotiation of the lease rate and term. Staff anticipates that it will take approximately 3 months for design repairs and the landlord has agreed to waive the rent during while improvements are made.

Lease:
The initial term of the lease is 3 years with a base rent of $4,612.95 monthly and a 2% annual escalation, plus options to renew for three 1-year extensions. The aggregate amount of the lease contract over the term of the lease amounts to $349,213. Program staff consulted with the Business Services team in developing and negotiating the lease and terms, which were based on comparisons in the area following our customary and reasonable practices.

Recommendation:
Staff recommends the Board of Directors authorize the Chief Executive Officer to finalize and execute the lease and any subsequent lease amendments.

Attachment:
Draft Lease Agreement

LEASE AGREEMENT
BETWEEN
GRACE COMMUNITY CHURCH
AND
COMMUNITY ACTION PARTNERSHIP OF KERN

Lessor: Grace Community Church

Lessee: Community Action Partnership of Kern

1. **PARTIES.** This lease (herein called the "Lease"), dated to be effective as of July 1st, 2022, is made by **Grace Community Church**, (herein called the "Lessor") and the Community Action Partnership of Kern (herein called "Lessee").

2. **PREMISES.** Lessor does hereby lease to the Lessee and Lessee hereby leases from Lessor that certain real property, including a(n) 3,015.00 square feet of building space, commonly known as 850 J Street, Lathrop, CA 95330. The leased portions of the property are class # 1, 2, 3, 4 & 6, office # 4, Women's and men's bathroom, small bathroom, shared kitchen and pantry space, and 8,547 square feet of playground as set forth in Exhibit A. Exhibit A is hereby incorporated into this lease by reference. Lessee will have use of kitchen space during office hours. Lessee agrees to maintain a clean area while in use.

3. **USE.** Lessee shall use the Premises as a child development center for its Head Start program (herein called "Lessee's Programs"). Lessee shall develop the Premises to suit Lessee's Programs in accordance with local building and planning department regulations applicable to Lessee's Programs, including but not limited to California Department of Social Services Child Care licensing. All staffing, equipment, and supplies for programs conducted by Lessee shall be the sole responsibility of Lessee. The supervision of all participants in Lessee's Programs, Lessee's invitees and personnel shall be the sole and exclusive responsibility of Lessee. Lessee's Programs shall require the use of the Premises from the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday. Notwithstanding the foregoing, Lessee and Lessor agrees that lessor will be permitted to utilize classroom 1,2 and 3 on Sundays and lessor agrees to return classrooms to original set up and condition prior to 6am each Monday.

4. **TERM.**

a) Initial Term. The Lease shall be for an **3**-year term commencing July 1, 2022 and terminating on June 30, 2025**.**

b) Option to Extend**.** Lessee shall have three (3) options to extend this Lease for additional 1-**year** term following expiration of the Initial Term ("Option Term"). Lessee shall notify Lessor of its intent to exercise such option by giving no more than 360 days and no less than 60 days written notice prior to the expiration of Initial Term. Upon receipt of such option notice, Lessor and Lessee shall negotiate a new monthly rent for the Option Term. Except for the monthly rent, all the terms and conditions of this Lease shall continue to apply and remain in full force and effect, for the duration of the Option Term. The Initial Term and once Lessee's option is exercised, the Option Term shall be collectively referenced as the "Term".

5. **RENT.** Lessee shall pay to Lessor a monthly rent in the amount of Four Thousand Five Hundred Twenty-Two and 50/100 ($,4,522.50) on the first day of each month. A late fee of 1% shall accrue for rent not paid by the 15th of each month. Rent for any period, which is less than one (1) month shall be a prorated portion of the monthly rent herein based upon a thirty (30) day month. Notwithstanding the foregoing.

a) On April 1 of 2023, and again on the same day of each calendar year thereafter throughout the remainder of the Original Term, the monthly Base Rent shall be increased to equal 2% of the Base Rent that was payable for the immediately preceding calendar month, according to the following schedule:

July 1, 2022 – June 30, 2023 $4,612.95/Mo. ($55,355.40 annual)
July 1, 2023 – June 30, 2024 $4,705.20/Mo. ($56,462.40 annual)
July 1, 2024 – June 30, 2025 $4,799.30/Mo. ($57,597.60 annual)

6. **TENANTS'S INTIAL IMPROVEMENTS**

(a) At any time beginning on or after execution of the lease, but not later than July 1, 2022, Lessee shall be given early possession to begin work on interior or building ("**Possession**")

_____ Initial _____ Initial
Lessee Lessor

(b) Lessee shall, by written notice (**"Notice"**) give to Lessor notice no later than ten days prior to commencement of Lessee's work.

(c) Lessee shall be permitted to perform any or all of the following work at their sole expense on the Premises (collectively, **"Lessee's Work"**):

(i) Install playground chain link fencing & gates.

(ii) Modify electrical distribution per Lessee's specifications.

(iii) Remove and replace play structure

(iv) Install wall cabinets for 4 classrooms and kitchen

(v) Replace the two adult toilets with children size toilets in women's restroom

(vi) Adding two sinks in classroom 1 & 2

(vii) Install exit door by classroom #2

(viii) Modify/upgrade exterior signage.

(ix) Install any other elements, or make any other improvements or modifications, that Lessee may deem necessary or appropriate to operate a Community Outreach Program at the Premises, to upgrade the Premises, and/or to remodel the Premises as required.

(d) All of Lessee's Work shall be subject to necessary governmental approvals and permits and shall be performed by licensed contractors.

(e) All of Lessee's Work shall be subject to Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Lessee will be required to obtain Lessor's consent to install floorings, stain/seal concrete, paint interior walls, or install trade fixtures. Lessee shall provide copies of the plans for Lessee's Work to Lessor for Lessor's approval (which shall not be unreasonably withheld, conditioned, or delayed) prior to commencing construction. All plans for Lessee's Work that Lessee presents to the City and City agencies are fully aware of Lessee's intended use.

(f) Lessee represents and warrants that Lessee's Work shall be performed in a good, workmanlike manner, with first class quality materials, free of defects, and in full compliance with all Applicable Requirements and any Lessor-approved plans.

7. TERMINATION.

a) By Lessor. Lessor may terminate this Lease for Cause (defined below), upon the expiration of that thirty (30) day period following the receipt by Lessee (the "Cure Period") of written notice of a material breach of this Lease by Lessee (the "Cure Notice") if such material breach is not cured by Lessee within the Cure Period.
b) If this Lease is terminated by Lessor without Cause prior to the expiration of the Initial Term, Lessor shall pay to Lessee its costs for Alternations, or Utility Installments paid for by Lessee amortizes over the balance of the initial Term.
c) By Lessee. Lessee may terminate this Lease for any reason, upon thirty (30) days' notice to Lessor. Notwithstanding the foregoing, if Lessee terminates this Lease due to lack of funding for Lessee's Programs, Lessee shall provide Lessor with sixty (60) days written notice, if possible.
d) Lessor's Personal Property. Upon any termination of the Lease or the expiration of its term, Lessee shall be allowed to remove all personal property introduced to the Premises by Lessee that is not otherwise defined herein as a Trade Fixture, including but not limited to furniture, kitchen equipment, computers, printers, copiers, storage sheds, and curriculum.
e) Lessee's Trade Fixtures. Upon any termination of the Lease or the expiration of its term, at Lessee's option, Lessee shall be allowed to remove all Trade Fixtures (defined below). Lessee shall be responsible for repairing any damage caused by such removal.

_____ Initial Lessee _____ Initial Lessor

8. MAINTENANCE AND REPAIRS.

a) Lessor's Obligations. Lessor shall, at its own cost and expense keep the Premises, Utility Installations, and Alterations in good order, condition and repair (whether the portion of the Premises requiring repair is structural or non-structural, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises, and whether or not made by Lessee). This includes plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways in place at the time the lease commences as well as those altered, repaired or added by the Lessee as long as such work was warranted and completed with all proper permits.

b) Lessee's Obligations. Notwithstanding Lessor's maintenance obligations above, Lessee shall be responsible for minor (costing less than $1,000.00) general maintenance of the Premises, Utility Installations and Alterations, including but not limited to replacement of hardware, lighting, etc. Also, any cleaning or repair which may be necessitated by the neglect, omission or act of Lessee, its agents, employees, members or invitees, shall be the responsibility of Lessee. Any changes in responsibility of costs for maintenance and repairs shall be mutually agreed upon and in writing. The Lessee will provide written notification to the Lessor of any needed repairs; unless exigency requires telephone contact. If, after, thirty (30) days' written notice of a needed repair, repairs are not complete, Lessee has the right to make the necessary repairs and deduct the repair expense from the rent due. Additionally, Lessee shall be responsible for landscaping within the exclusive play area permitted to Lessee under this Lease Agreement as detailed in Exhibit A. Any changes in responsibility of costs for maintenance and repairs shall be mutually agreed upon and in writing.

9. ALTERATIONS; UTILITY INSTALLATIONS; TRADE FIXTURES.

a) Definitions.

i) The term "Applicable Requirements" shall mean all laws, regulations, rules, ordinances, judgments or orders of any federal, state or local government, agency or court with jurisdiction over the Premises or Lessee's Programs. For the purpose of illustration and not by way of limitation, compliance with Applicable Requirements shall mean obtaining all permits, licenses, related to any proposed Alteration, Utility Installation or Trade Fixture.

ii) The term "Alterations" shall mean any modification of the Premises, other than Utility Installations or Trade Fixtures, whether by addition or deletion.

iii) The term "Trade Fixtures" shall mean Lessee's equipment that can be removed without causing material damage to the Premises. Lessee shall own all Trade Fixtures used on the Premises.

iv) The term "Utility Installations" shall mean all floor and window coverings, air lines, power panels, electrical distribution, security and fire protection systems, communication systems, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises.

v) For Cause - Of an action, such as the termination based on a breach, misfeasance, or other action that contradicts the language set herein.

vi) Without Cause means any reason other than as defined as For Cause or as otherwise defined herein.

b) Consent. Lessee shall make no Alterations or Utility Installations without the written consent of Lessor, which shall not be unreasonably withheld. Consent shall be conditioned upon Lessee's compliance with Applicable Requirements.

c) Lessee Alterations Utility Installations and Trade Fixtures.

i) Tenant's Initial Improvements. Lessee intends to make Alterations and Utility Installations at the beginning of the Initial Term, which is incorporated herein by reference ("Tenant's Initial Improvements"). From and after the Commencement Date, Tenant shall begin work to implement Tenant's Initial Improvements, in a timely manner, according to all Applicable Requirements.

ii) Other Improvements. Lessee may, at its sole cost and expense, make Alterations to the Premises, change existing, or install new Utility Installations, and introduce Trade Fixtures to the Premises to facilitate Lessee's use thereof and agreed upon in writing by lessor.

iii) Financial Responsibility. Except as expressly provided herein, Lessor shall not be responsible for any costs related to any of Lessee's Alterations or Utility Installations, including, but not limited to, the costs of plan preparation by an architect and engineer and compliance with Applicable Requirements. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. However, if this Lease is terminated by Lessee, without cause, prior to the expiration of the Initial Term, cost for Alterations, or Utility

_____ Initial _____ Initial
Lessee Lessor

Installations paid for by Lessee shall be forfeited. All Lessee Alterations, Utility Installations and use of Trade Fixtures shall comply with Applicable Requirements.

10. SIGNS. Lessee shall not place any sign, awning or canopy, or advertising matter, on the Premises without Lessor's written consent, and compliance with Applicable Requirements relating to such signage.

11. INSURANCE. Lessee shall maintain General Liability Insurance including umbrella policy in the amount of $2,000,000.00, which policy shall name the Lessor as additional insured in so far as this Lease is concerned. Lessee shall maintain Automobile Liability Insurance in the amount of $1,000,000.00 each occurrence, against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of Lessee's obligations pursuant to this Lease. Lessor shall maintain General Liability Insurance in the amount of $2,000,000.00 which policy shall name Lessee as an additional insured in so for as this Lease is concerned. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section. Lessor shall maintain Fire and Extended Coverage Insurance on a blanket basis or with an agreed amount clause in amounts not less than 100% of the property's replacement value. Lessor shall also maintain property damage and fire insurance on the Premises leased to Lessee. Both parties shall maintain Workers' Compensation coverage during the term of the Lease. Lessee and Lessor hereby mutually waive Rights of Subrogation against each party, with respect to the Lease and use of the Premises. Lessor is not held liable for any actions/injuries/death/lawsuits brought against CAPK.

12. UTILITIES. Lessee agrees to pay during the term of the Lease, commencing upon the first day of possession for the purpose of alterations and throughout the entire term of the lease including any extension for the following utilities used or consumed by the Lessee on the Premises. The term "utilities," as used herein, shall include electric, gas, water, and refuse. Lessee to provide and pay for its own pest control and janitorial services. Utility payment will be based on actual cost of utilities, where lessor will supply supporting statements from utility service to be paid. The allocation of expense shall be based on occupied space and weighted hours of operation.

Total area of all buildings:	7,580.5 SF
Area occupied by Lessee:	2,978.5 SF
Occupancy by Lessee:	240 Hr./month
Occupancy by Lessor:	192 Hr./month
Lessee percentage of occupied space:	39%
Lessee percentage of hours occupied:	56%
Lessee weighted allocation:	48% = (Average % occupied space & % hours occupied))

13. TAXES. Lessor shall be responsible for all taxes, including but not limited to real property and related assessments pertaining to the Premises, at all times during the Term of this Lease, and any period of holdover possession by Lessee.

14. DESTRUCTION OF PREMISES. In the event that the building, including the Premises is totally destroyed, this Lease shall automatically terminate, effective on the date of such destruction, and no rent shall accrue or be payable to Lessor after such termination. In the event the extent of damage to, or partial destruction of, the Premises is such that, in the sole discretion of Lessee, Lessee's Programs cannot operate as intended by Lessee, Lessee may terminate this lease by giving written notice to Lessor within thirty (30) days after such damage or partial destruction, and no rent shall accrue or be payable to Lessor after such termination.

15. INDEMNITY. Except for Lessor's negligence, gross negligence or willful misconduct, Lessee agrees to indemnify, defend and hold harmless Lessor and its employees, independent contractors and authorized representatives from and against all suits, claims, actions, damages, liens, fees, expenses or proceedings directly resulting from i) Lessee's Programs operated on the Premises, ii) Alterations or Utility Installations made by Lessee to the Premises or iii) the use of Lessee's Trade Fixtures on the Premises. Lessor shall indemnify, defend and hold harmless Lessee and its employees, independent contractors, volunteers, authorized representatives and invitees from any and all suits, claims, actions, damages, liens, fees, expenses or proceeds relating to i) a condition of the Premises existing as of the Commencement Date, ii) any loans, lien or credit obligation incurred by Lessor relating to the Premises, or iii) any taxes resulting from ownership and leasing of the Premises.

16. HOLDING OVER. Any hold over after the expiration of this Lease shall be construed as a month-to-month tenancy, otherwise subject to the terms of this lease as applicable.

_____ Initial _____ Initial
Lessee Lessor

17. QUIET POSSESSION. Subject to payment of rent by Lessee and Lessee's compliance with the terms of this Lease, Lessee shall have quite possession and quiet enjoyment of the Premises during the term hereof.

18. RIGHT OF INSPECTION. Lessor and such agents as Lessor may designate, may enter upon the Premises at all times and intervals for the purpose of inspecting, maintaining, repairing, and altering the Premises in a manner consistent with the purpose of this Lease and with reasonable commercial practices in the management of property. However, such access shall be obtainable only upon reasonable notice and accompaniment by authorized Lessee personnel if entry is during non-business hours, except in an emergency where immediate access is required in order to avoid injury to person or property.

19. ABANDONMENT OF PREMISES. Except as otherwise provided in this Lease, Lessee shall not vacate or abandon the Premises at any time during the term hereof, and if Lessee shall abandon or vacate the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the Premises shall be deemed to be abandoned. At the option of the Lessor, the personal property deemed abandoned shall be removed from the Premises.

20. CONDEMNATION. If any part or all of the Premises shall be taken or condemned for public use, this Lease shall terminate as of the date effective the condemner acquires title or possession, which ever first occurs. Notwithstanding Lessee's right to terminate this Lease, Lessee shall further be entitled to a prorated share of any condemnation award, the amount of which shall be determined by the value of Lessee's improvements to the Premises in relation to the overall value of such Premises.

21. NOTICES. All notices under this Lease shall be in writing and shall be deemed given when delivered personally, when sent by fax (with prompt confirmation by mail), four business days after mailed by certified mail (return receipt requested), or one business day after being sent by a recognized overnight courier, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Lessor to:
Grace Community Church
c/o Pastor Don
850 J Street
Lathrop, CA 95330
Phone: (209)204-7252

Lessee to:
Community Action Partnership of Kern
c/o Emilio Wagner, Director of Operations
5005 Business Park North
Bakersfield, CA 93309
Phone: 661-336-5236 Fax: 661-322-2237

PUPIL SAFETY REQUIREMENTS. Lessor certifies that none of its employees or subcontractors who may come in contact with Lessee's pupils has been convicted of a felony as defined in Education Code section 45122.1. Lessor shall immediately inform Lessee, and remove from the Premises where Lessee's pupils may be present, any employee or subcontractor whom Lessor discovers has been subsequently convicted of a felony defined in Education Code section 45122.1. Lessor shall immediately inform Lessee when it discovers that any employee or subcontractor of Lessor has been arrested and charged with a felony defined in Education Code section 45122.1. Lessor shall indemnify, defend and hold Lessee harmless from any and all damages, claims, lawsuits, penalties or causes of action arising out of Lessor's failure to comply with this section.

22. MISCELLANEOUS TERMS.

a) Governing Law/Venue. This Lease shall be construed and enforced in accordance with the laws of the State of California. If either Lessor or Lessee initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Kern, State of California.

b) Successors**.** All terms and provisions of this Lease, shall extend to, be binding upon and inure to the benefit of heirs, executors, administrators, successors, and assigns of the respective parties hereto.

c) Authority. If either party hereto is a corporation, trust, limited liability company, partnership or similar entity, or trust, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party

d) Waiver**.** The parties hereto agree that failure of Lessor or Lessee to enforce any term hereof shall not be deemed to constitute a waiver of such term of this Lease.

e) Attorney's Fees**.** If any dispute between the parties results in mediation, arbitration or a lawsuit, the prevailing party shall be entitled to all costs incurred in connection with such actions, including reasonable attorneys' fees.

_____ Initial _____ Initial
Lessee Lessor

f) Entire Agreement**.** This lease contains all agreements between the parties hereto with respect to any matter mentioned herein, and no other, prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represent and warrant to the other that it has made, and is relying solely upon, its own investigation as to the nature, qualify, character and financial responsibility of the other party to this Lease and as to the nature, quality, character of the Premises.

g) Amendments. This Lease may be amended only by a writing, signed by both parties in interest at the time of the amendment.

h) Time is of the Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the parties hereto according to the terms of this Lease. Unless otherwise indicated to the contrary, the word "days" as used herein means calendar days.

i) Construction of Agreement. All headings and titles are for the convenience of the parties only and shall not be considered a part of the terms of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall be construed as if prepared by both of the parties, according to its fair meaning and not for or against either party.

j) Counterparts. This lease may be executed in counterparts and the signature pages combined to produce one complete and fully effective agreement. Signatures transmitted electronically shall be effective to bind the parties to this Lease.

k) No Joint Venture. Nothing in this Lease shall cause the parties in any way to be construed as partners, joint venturers, or representatives or associates of the other. Nothing in this Lease shall cause a party to be responsible for the obligations, losses, charges or expenses of the other, connected with or arising from the operation or use of the Premises.

Lessor: **Grace Community Church**

Signature: _____

Title: _____

Name: _____

Date: _____

Lessee: **Community Action Partnership of Kern**

Signature: _____

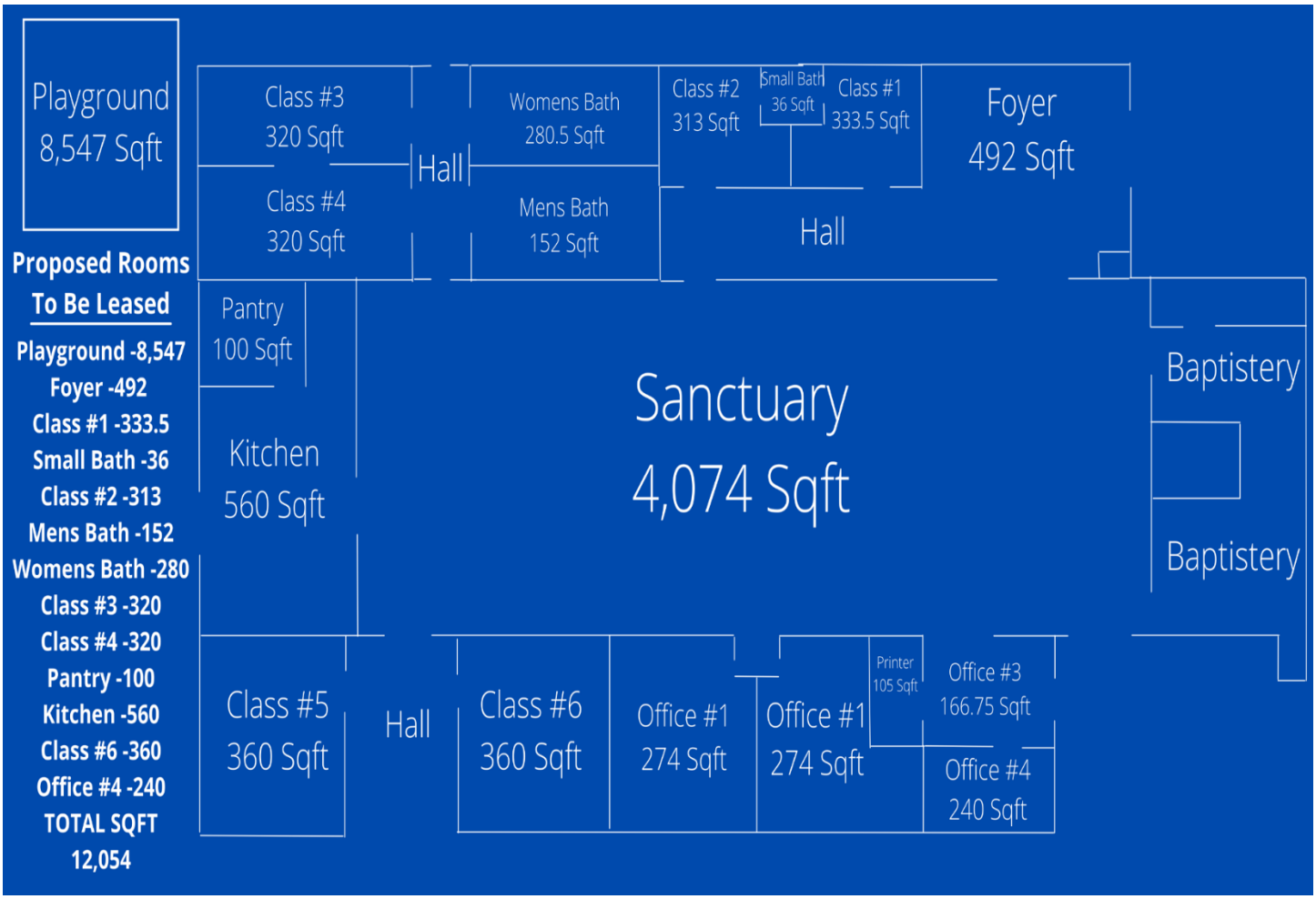
Title: _____

Name: _____

Date: _____

_____ Initial _____ Initial
Lessee Lessor

Exhibit A



_____ Initial _____ Initial
Lessee Lessor

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner, Director of Operations

Date: May 25, 2022

Subject: *Agenda Item VI(g)*: Selection of Security Services for Low Barrier Navigation Center - **Action Item**

Background:
During the Board of Directors meeting on March 30, 2022, the M Street Navigation Center leadership presented a new contract for Allied Universal Security to provide additional services for the new Safe Camping/Safe Parking projects. The proposed contract period was May 1, 2022 – April 30, 2025, in the additional amount of $399,364.62 annually. A motion was made to approve the Contract for Services Agreement with Allied Universal Security if the terms of the contract could be amended to align with the original contract term dates. Once the contract term dates were set to expire, an RFP would need to be submitted for equity purposes. The original contract term date was later confirmed to end on June 30, 2022.

Current Events:
To address the Board's concern with bidding all security services, staff released an RFP to cover both the current M Street Navigation Center security as well as the additional services required for the Safe Camping/Safe Parking. Combining both areas allows for better coordination for onsite security and flexibility to redirect officers to address any situations that may arise. The RFP was released on April 11, 2022, with a proposal due date of April 27, 2022. CAPK received proposals from four local security contractors which included Allied Universal, Trans-West, PSSC, and D Block. All were scored on the following factors: background and experience (20 pts), resources (15 pts), references (10 pts), services (15 pts), communication (15 pts), and fees (25 pts) for a total of 100 points possible (Scoring Analysis attached). Any vendor exceeding the budget of $814,000 was awarded zero points for the fee criteria.

The budget was a critical portion of the RFP including the number of security officers required to maintain adequate services for both areas of the site. Allied Universal achieved the highest score at 86.00, and with an annual fee of $810,000.00 for all services combined, it was the only security contractor to submit a proposal within the approved budget amount.

Since this is a negotiated procurement and award made to the vendor submitting the best responsive proposal satisfying CAPK's requirements, staff are recommending awarding a contract to Allied Universal. Although Allied Universal proposal was lacking in some areas and received lower scores, their proposal fee was within the operating budget of the County of Kern contract. In addition, Allied Universal has performed well over the course of the current contract with no issues noted by staff and is confident that Allied will continue to perform at the same level.

Recommendation:
Staff recommends that the Board of Directors authorize the Chief Executive Officer to execute a contract with Allied Universal and any subsequent amendments.

Attachments:
Scoring Analysis- Security Services RFP
Fee Scoring - Security Services RFP
Request for Proposals (RFP) for Security Services
Low Barrier Navigation Center Budget
Low Barrier Navigation Center Encampment Budget

Community Action Partnership of Kern
Evaluation Summary Form
RFP: M St - 2022-001 - Security Services

			Vendor Average Scores			
Factor		Maximum	1	2	3	4
1		20	20	20.00	20.00	20.00
2		15	15	15.00	15.00	15.00
3		10	2.67	10.00	3.00	8.00
4		15	8.33	15.00	15.00	12.33
5		15	15	15.00	10.00	13.33
6		25	25.00	-	-	-
Total Score		100	86.00	75.00	63.00	68.66

	Vendor
1	Allied Universal
2	Trans West
3	PSSC
4	D Block

Factor	**Description**
1	Background and Experience
2	Resources
3	References
4	Services
5	Communication
6	Fees

Price Scoring

Determined as follows:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Total of all Proposals}} \times \text{Max Points Available} = \text{Awarded Price Points}$$

Security Operating Budget is $814,000 any proposal exceeding the budget was awarded zero points.

Budget: $ 814,000.00

REQUEST FOR PROPOSALS (RFP)
FOR
Security Services

Request for Proposal Number: M St - 2022-001
April 11, 2022

Community Action Partnership *of* Kern
5005 Business Park North
Bakersfield, California 93309
661.336.5236

Proposals Due by 2:00 p.m., April 27, 2022

Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
(661) 336-5236 • Fax: (661) 325-2169

REQUEST FOR PROPOSALS (RFP):
Security Services
GENERAL CONDITIONS

I. PURPOSE

Community Action Partnership of Kern (CAPK) is soliciting proposals for Security Services at the Homeless Navigation Center. Security services should include (4) officers, 24 hours per day, 7 days per week, 8-hour shifts.

The following services may be proposed in part or in whole:

- Walking/site monitoring interior and exterior of premises
- Client Removal if needed
- Collaboration with Sheriff trainees, and law enforcement
- Providing written report of incidents as required as well as security logs

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m., April 27, 2022.**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

B. Proposal Submission Instruction to Vendors:

Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)
RFP M St.- 2022-001
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309
Or via email to: procurement@capk.org

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. L**ate proposals will not be considered**. **Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

Expected Timelines:

	Date(s)	Event
1	April 11, 2022	RFP Released to public
2	April 18, 2022	Due date for Vendor questions
3	April 20, 2022	Responses to Vendor questions emailed to Vendors
4	**April 27, 2022, by 2:00pm**	**DUE DATE FOR PROPOSALS FROM VENDORS**
5	May 31, 2022	Estimated date of notification of award

C. **Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP.

CAPK reserves the right to waive any and all informalities or irregularities in any proposal.

D. **Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK's authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.

E. **Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by **May 31, 2022.**

Award will be made to the most responsible Vendor whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination.

F. **Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.

A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

II. SCOPE OF SERVICES

- The successful proponent shall be responsible for providing a security service performed by qualified employees during the times specified by CAPK. Security services should include (4) officers, 24 hours per day, 7 days per week, 8 hour shifts.

Scope of Work: On-site contracted security patrol will include:

- Collaboration with sheriff trainees and law enforcement, County personnel, staff, providers and volunteers – ensuring safety practices/safety for all.
- Weapons checks – upon entrance for overnight clients and walk-ins (shared responsibility with sheriff trainees)
- Patrol – walking/site monitoring consisting of:

- Main building (Sprung structure)
- Sleeping quarters building (Sprung structure)
- Restrooms & showers (stand-alone facilities)
- Storage facilities – covered patio with 60-gallon locked storage bins.
- Pet kennels – contracted County animal services will provide pet care.
- Main storage building – County bldg on campus for supplies connected to homeless center services.
- Encampment
- Smoking area and other gathering spots on campus.
- Parking lot and overnight parking areas.
- Perimeter checks – for loitering, encampments, illegal activities.
- Securing of facilities while not in use, locked doors, setting alarms, etc.
- Opening gates and/or facilities, closing gates and/or facilities, as needed.

- Client removal – for threats of violence, violence or infractions of established Navigation Center policy/ies.
- Security logs and reporting, as required, including critical incident reporting

Additional information

From the hours between 8am and 8pm the Sheriff will have an armed deputy in training on site. They will take the lead on security and coordinate the patrol with your officers. We will be ramping up the service serving 50 clients overnight with a closed campus between 8pm and 8am. In about 6 to 8 months we will potentially serve 150 overnight clients. There will be a safe parking area that will need a foot patrol at the north end of the campus. This area as well will be closed during night service. One guard stationed at the dorm room and another patrolling the overnight parking and rest of campus. During the day it will be open, but all must enter and leave through a check in location. We expect the day visit to be between 200 and 300 clients possibly. There will be a meal service available to all walk-ins at around noon.

Overnight contracted security patrol will include:

8pm – 10pm – security officer will lock facilities and open sleeping quarters for 10pm lights out.

10pm – 7am – security officer will remain inside sleeping quarters monitoring overnight clients, both men and women by screen monitor, inside and outdoor camera/s and visual site patrol.

During 10pm – 7am, shelter staff will support overnight intake and security monitoring.

A pre-determined number of beds and client no show for assigned beds will be given to law enforcement and others (medical, mental health, shelter providers) on a first-come, first-serve basis.

III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

A. **Cover Letter:** A one-page cover letter with the name and contact information of the proposed Vendor.

B. Description of services to be provided, including informative sheets on services.

C. Detailed plan of action for all phases of the services requested.

D. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.

E. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.

F. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

Vendor shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.

G. **Vendor Information Sheet:** Appendix A.

H. **W-9:** Appendix B.

I. **Additional Terms and Conditions:** Appendix C.

IV. VENDOR REQUIREMENTS

A. All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK's needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

V. PROPOSAL SUBMITTAL PROCESS

A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.

B. All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

VI. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and other indicated factors.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states: "The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals,** except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference." The selection process is designed to ensure that the Vendor's services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.

B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are **100**.

Evaluation of each proposal will be scored on the following factors:

1. Background and Experience in performing requested services.	**Points = 20**
2. Availability of resources.	**Points = 15**
3. References: Do you have experience with clients that are similar to CAPK's ? Please provide a minimum of two letters of references.	**Points = 10**
4. Services: Provide a detailed outline and description the scope of services provided.	**Points = 15**
5. Communication/Strategies: Describe your ongoing communication services and reporting methods.	**Points = 15**
6. Fees and costs: Quote an hourly rate for security officers for normal and overtime hours as well as weekly, monthly and yearly totals. Describe what your proposed billing process will be including estimated invoice dates.	**Points = 25**
7. **Total**	**Points = 100**

C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

CAPK contemplates award of the Contract to the responsible Vendor with the highest total points awarded by CAPK's proposal evaluation team.

D. Upon final selection, the Contract will be processed by CAPK for award of the Contract.

VII. CONDITIONS TO AWARD

A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.

B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

VIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

VIII. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CAPK's Board of Directors or program personnel prior to selection and award of a Contract for this work.

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APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

VENDOR INFORMATION SHEET

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____
Street City State Zip

Remit Address: _____
Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

CAPK Vendor #: _____ E-mail Address: _____

Federal ID # or SS#: _____ Type of Business: _____

Contractor Lic #: _____ Business Lic #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: _____

BUSINESS ENTITY/CLASSIFICATION:

☐ Board Member ☐ Employee ☐ Faith Based ☐ Fed Gov't ☐ For Profit ☐ Housing Collaborative ☐ Local Gov't
☐ Non-Profit ☐ Parent ☐ Post Secondary Ed ☐ Provider ☐ School District

SBA CLASSIFICATION:

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, Women's Business Enterprises and Veteran Business Enterprises.

☐ Minority-Owned ☐ Small Business ☐ Veteran-Owned ☐ Woman-Owned

Years in Business: _____ Accept Purchase Orders: ☐ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: _____

Title: _____ Date: _____

REV. 012516

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

APPENDIX C

Community Action Partnership of Kern
Additional Terms and Conditions

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. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, 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 the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Contract 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 Contract 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 the Contract except as set forth in this section in the event of such termination.
4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor to 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 Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE**. Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, 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.
9. **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.
10. **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.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.

13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.

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 the Contract, 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 an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK 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 Contract for Goods or 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.”

16. **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:

    a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
    b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
    c. Does not have a proposed debarment pending; and
    d. 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 above, 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.

17. **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."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(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 the Contract.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

    a. 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:

    b. Provide coverage for owned, non-owned and hired autos.

    c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

    d. Broad Form Commercial General Liability Insurance, 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:

    e. Provide Contractual Liability coverage for the terms of the Contract.

f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

g. Workers' compensation insurance 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 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 the Contract, or insurance rated below Best's A:VII, must be declared prior to execution of the Contract and approved by CAPK 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 the Contract 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 an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

_____

Signature **Date**

_____

Print Name

_____

Company Name

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COMMUNITY ACTION PARTNERSHIP OF KERN
COUNTY OF KERN - LOW BARRIER NAVIGATION CENTER (275)
KERN COUNTY - AGREEMENT #017-2020
JULY 1, 2021 - JUNE 30, 2022
CONTRACT YEAR TO DATE

		Budget 2021-2022
Salaries		720,915.84
Benefits		201,857.04
Total Personnel		922,772.88
Operational Expenses	Facility Repairs/Maintenance	50,000.00
	Risk Insurance	2,970.00
	Communications	12,078.00
	Utilities	74,250.00
	Security	414,000.00
Total Operational Expenses		553,298.00
Client Services & Supplies		
	Client Services	180,000.00
	Supplies	80,767.00
	Training	4,500.00
	Travel & Mileage	1,000.00
Total Client Services & Supplies		266,267.00
Contengency		174,233.79
Total Project Costs		1,916,571.67
Indirect @ 10%		191,657.17
GRAND TOTAL		2,108,228.83

COMMUNITY ACTION PARTNERSHIP OF KERN

COUNTY OF KERN - ENCAMPMENT/SAFE PARKING

BUDGET PROPOSAL - OPERATIONAL COSTS

Operation / Program Budget		Amount
Operation/Program Salaries		
Homeless Shelter Workers	$	257,587
Homeless Shelter Workers -Shift Differential		9,360
Operation/Program Benefits		74,745
Facility Expenses		
Facility Repairs		10,000
Trash Disposal		6,925
Guard shack		2,700
Pest Control		2,500
Portable Restrooms		20,236
Handwashing stations		20,396
Security		
Security Guard Service (24-hr)		400,000
Client Services & Supplies		
Meals, Snacks, and Beverages		90,300
Paper and plastic goods for meals		12,000
Contingency of Overall Operations Budget (10%)		90,675
Total Operation and Program Costs		997,424
Indirect (10%)		99,742
TOTAL	**$**	**1,097,166**

Per Client Served	**$**	**21,943.32**

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner, Director of Operations

Date: May 25, 2022

Subject: *Agenda Item VI(h)*: Amendment to Agreement 2021-187 with City of Bakersfield – **Action Item**

Background:

On June 30, 2021, the Board of Directors approved the execution of the Community Development Block Grant (CDBG) Cares Act Agreement in the amount of $1.2 million with the City of Bakersfield for the expansion of the Food Bank. Due to inflation of costs causing the construction budget to increase the City of Bakersfield responded with additional funds, since the project has broken ground and is a necessity to the community.

Current Events:

The City of Bakersfield has identified $1.2 Million of additional CDBG-CV funds to apply to the Food Bank expansion, for a total of $2.4 million. Attached is Amendment one to Agreement number 2021-187, which increases the total funding, increases the funding term to June of 2023, and updates the payment milestones.

Recommendation:

Staff recommends the Board of Directors give authority to the Chief Executive Officer to execute the Amendment one of agreement 2021-187.

Attachment:

Amendment one of Agreement 2021-187

AGREEMENT NO. _____

AMENDMENT NO. ONE [1] TO
AGREEMENT NO. 2021-187

THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. 2021-187 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a charter city and a municipal corporation (referred to herein as "CITY"), and **COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK),** a California non-profit, public-benefit corporation ("SUBRECIPIENT" herein).

R E C I T A L S

WHEREAS, SUBRECIPIENT operates a Food Bank located at 1807 Feliz Dr. Bakersfield CA, 93307 that serves low income citizens in the Bakersfield area; and

WHEREAS, SUBRECIPIENT desires to expand the existing Food Bank warehouse from 20,000 ft^2 to 60,000 ft^2 to increase capacity and efficiency to store and distribute millions of pounds of food to Bakersfield low-income vulnerable residents; and

WHEREAS, on the 18th of August of 2021, the CITY and SUBRECIPIENT entered into Agreement No. 2021-187 totaling One MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS ($1,200,000), wherein SUBRECIPIENT would expand the existing Food Bank warehouse from 20,000 ft^2 to 60,000 ft^2 to increase capacity and efficiency to store and distribute millions of pounds of food to Bakersfield low-income vulnerable residents; and

WHEREAS, the parties now desire to enter into Amendment No. One (1) to Agreement No. 2021-187, to add ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS ($1,200,000) of additional CDBG-CV funding totaling TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS ($2,400,000) to complete the existing project to expand the existing Food Bank warehouse from 20,000 ft^2 to 60,000 ft^2 which serves low income citizens in the Bakersfield area.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and SUBRECIPIENT mutually agree to amend Agreement No. 2021-187 as follows:

1. Section 3 of Agreement No. 2021-187 entitled "GRANT" is hereby amended to read as follows:

3. GRANT. It is expressly agreed and understood that the total amount granted by CITY to SUBRECIPIENT under this Agreement shall not exceed TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS ($2,400,000).

3.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, CITY or SUBRECIPIENT, at its option, may terminate this Agreement without any liability to the other. SUBRECIPIENT shall not be entitled to any damages from CITY and CITY shall not be entitled to any remedy against SUBRECIPIENT if either terminates the Agreement, even if SUBRECIPIENT, CITY or any third party has detrimentally relied upon this Agreement.

3.1.1 SUBRECIPIENT shall conform to the "time frame" as set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference. SUBRECIPIENT shall pay for any and all costs greater than TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS ($2,400,000).

3.2 Scope of Work. The scope of grant is set forth in **Exhibit "A"** which is attached hereto and incorporated herein by reference as if set forth in full.

3.3 Eligible Claims for Payment. CITY agrees to pay eligible claims for payment to SUBRECIPIENT within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly-designated SUBRECIPIENT official certifies the claim.

3.4 Method of Payment. SUBRECIPIENT shall request all payments in accordance with 2 CFR 200.305(b)(3). Other allowable payment methods under 2 CFR 200.305(b) are subject to CITY approval before SUBRECIPIENT may request payment under those circumstance. SUBRECIPIENT shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which SUBRECIPIENT claims reimbursement, as well as describing to which of the Activities the payment is related. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction. SUBRECIPIENT shall submit adequate documentation in accordance with 24 CFR 570.502. 2 CFR 200.403(g), and 2 CFR 200.302 to CITY to determine cost eligibility and allowance.

3.4.1. All amounts requested by SUBRECIPIENT shall conform to the restrictions of 24 CFR 570.502 and the requirements set forth in **Exhibit "B"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

3.5 **Term.** The term of this Agreement shall begin upon execution of this agreement by all parties and end June 30, 2023. To the extent required by law, the term of this agreement will continue until all monitoring and post-monitoring requirements have been fulfilled and any other program requirements as required under the CDBG program.

2. Exhibit A of the Agreement is here by amended and replaced in its entirety by **Exhibit A** attached hereto and incorporated by reference herein.

3. Except, as amended herein, all other provisions of Agreement No. 2021-187 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. ONE [1] to Agreement No. 2021-187 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN K. GOH
Mayor

"CONTRACTOR"
COMMUNITY ACTION PARTNERSHIP OF KERN

By:_____
JEREMY T. TOBIAS
Chief Executive Officer

[Signatures on the following page]

APPROVED AS TO CONTENT:
ECONOMIC & COMMUMITY DEVELOPMENT DEPARTMENT

By:_____

PAUL M. SALDAÑA
Economic Community Development Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____

JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED:

By:_____

RANDY MCKEEGAN
Finance Director

Attachment: Exhibit A

EXHIBIT "A"

Community Development Block Grant
CARES ACT (CDBG-CV)
Community Action Partnership of Kern (CAPK) FOOD BANK EXPANSION PROJECT

Scope of Work

Purpose

Despite California's economic and agricultural prosperity, over one in four are hungry or at serious risk of hunger-significantly worse than the entire nation. Hunger is a symptom of poverty; far too many families experience devastating health consequences when their low wages or modest public benefits can't cover the cost of housing, utilities, and food.

In Kern County, Bakersfield is known as "The Hungriest City in America", according to the Food Research and Action Center, 2018 report. In Kern County, 76,287 (27%) of children are food insecure, lacking consistent access to enough food for an active, healthy life (USDA).

CAPK's Food Bank is operating at capacity for warehousing and processing food donations that supply the Food Bank's over one hundred commodity pantries and food distribution sites located throughout Kern County, to eliminate hunger and poverty. The existing 20,000 ft^2 warehouse and 3,000 ft^2 of office space, lack adequate storage, receiving, sorting, packaging, and shipping areas for staff and volunteers to support daily operations. The Food Bank is renting additional space off-site for its Senior Food program supplies, supporting 39 distribution sites, and inefficiency adding staff and transportation costs. The space limitations at the Food Bank have resulted in diverting truckloads of incoming food donations to out-of-county food banks or distribution partners at the time of availability due to the lack of available space. This expansion is vital in meeting the current and future needs for processing food donations.

The Food Bank is also a source of jobs in the community, with eighteen paid staff and five work development programs where people can volunteer to gain work experience that can be used to gain employment. This expansion will allow and require CAPK to hire additional staff and volunteers to operate the expanded facility.

Description

CAPK will receive no more than $2,400,000 in CARES - Community Development Block Grant (CDBG-CV) funds to expand The CAPK Food Bank, located at 1807 Feliz Drive, Bakersfield, 93307. The CAPK Food Bank is the largest emergency food distributor in Kern County, serving the nutritional needs of the most vulnerable Bakersfield residents-low-income and poor children, families, single-

parent households, vulnerable and disabled persons, seniors, the homeless and others. Phase 1 of the proposed project will expand the CAPK Food Bank warehouse from 20,000 ft^2 to 60,000 ft^2 and include required site improvements, Phase II buildout of three loading docks and installation of a pallet rack system, Phase III install 18,000 ft^3 refrigeration and 18,000 ft^3 freezer, and Phase IV installation of solar panels and fire alarms. This expansion will increase the Food Bank's capacity and efficiency to store and distribute millions of pounds of food each year to Bakersfield and Kern County low-income and vulnerable residents.

Construction Time Frame

	Milestone	Range	Due Date
Milestone 1:	Environmental & Design Work Complete	After agreement is approved by Council	August 2021
Milestone 2:	Enter contracts with Contractors for onsite activity (Ex Earthwork/Utilities)	Within 45-days of RFP being issued	October 2021
Milestone 3:	Construction Begins	Within 15-days of Construction Contracts	February 2022
Milestone 4:	Metal Building Delivered	NA	April 2022
Milestone 5:	Completion of Demolition and Underground Construction	NA	May 2022
Milestone 6:	Completion of structural concrete slab	NA	June 2022
Milestone 7:	Metal Building Erection	NA	July 2022
Milestone 8:	Construction End Date	NA	January 2023

All funds granted to Community Action Partnership of Kern shall be completely expended within the term of the Agreement, which completes in June 30, 2023.

Total Project Budget

Item/Service	Cost ($)
Architect Construction Manager and Risk Fee	$ 234,000
Phase-1Food Bank Expansion Project 20,000 Sqft warehouse to 60,000 Sqft warehouse	$ 5,998,919
Phase-II Loading docks and Pallet Rack System	$ 210,081
Phase-III Installation of 18,000 Cubic-ft Freezer and 18,000 Cubic-ft Refrigerator	$ 1,051,000
Phase-IV Installation of Solar Panels	$ 557,000
TOTAL PROJECT COST	**$ 8,051,002**

Disbursement of Funds

City agrees to pay "claims for payment" directly to Community Action Partnership of Kern (CAPK) within thirty (30) days after City receives a satisfactory "Corporation Payment Request". The Schedule of payment shall be: 15% ($360,000) of grant amount at the execution of this agreement and City Council approval; 15% ($360,000) upon entering into a contract with a contractor for the construction of the CAPK Food Bank Expansion onsite improvements; 15% ($360,000) upon completion of demolition and installation of underground utilities; and 5% ($120,000) upon completion of construction of the structural concrete slab; 25% ($600,000) upon purchase and delivery of metal building; 25% ($600,000) upon metal building erection.

MEMORANDUM

To: Board of Directors

From: Vanessa Cortez, Senior Community Development Specialist

Date: May 25, 2022

Subject: *Agenda Item VI(i):* 2022-23 Kern County Assessment Food Availability, Access, and Affordability – **Info Item**

CAPK entered into a one-year contract for services agreement on January 4th, 2022, with Transforming Local Communities (TLC) who will conduct an assessment on food insecurity in Kern County. The agreement was presented and approved by the Board on January 26, 2022.

This year-long project will focus the following key areas for the purposes of understanding the how food supply, distribution, access, and affordability impact nutrition and health of Kern County residents. The assessment will include interviews by personnel and community partners to inform data collection on local food delivery services and opportunities for improvement. Among others, community partners include Grimmway Farms and Kern County Public Health Services Department. We anticipate the findings will allow our agency to examine our service delivery model with existing food-related programs, like Cal-Fresh Health Living, Food Bank partner and distribution sites, and WIC.

Assessment highlights include:

- Affordable, Locally Grown Foods are widely available
- Kern Residents are Healthy and empowered food consumers
- Kern County stakeholders have the information required to consider societal and environmental influencers on the food system to develop long-term process mapping
- CAPK will utilize the food insecurity assessment findings to conduct a Strength, Weakness, Opportunity, and Threat (SWOT) analysis

This activity is aligned with Goal 1 of the 2021-25 Strategic Plan, *Increased access to healthy, affordable food to support the health of the communities we serve.*

Specifically, Objective 1.1 Enhance accessibility through expansion of food distribution sites and services.

1.1.1 Conduct assessment to identify service gaps, food deserts, and emerging geographic pockets of food insecurity.

Based on the proposed schedule, we plan to begin June 2022. The estimated cost of the project is $117,165. Funds under the TLC budget will be used to support this project. Our Executive Division hopes to offset most of this cost with grant awards. Two grant applications have been submitted, totaling $107,000.

Attachment
2022-23 Kern County Assessment of Food Availability, Access, and Affordability







TRANSFORMING
LOCAL COMMUNITIES



Community Action Partnership of Kern

2022-2023 Kern County Assessment of Food Availability, Access, and Affordability

May 25, 2022

Team Introduction

Transforming Local Communities



Food System Needs Assessment

Purpose of the Study

(1) Provide a context for understanding how food supply, distribution, access, and affordability impact the nutrition and health of Kern residents

(2) Collect data that can be used to create a three- to five-year strategic plan to reduce food insecurity for Kern residents

Vision 1:
Affordable, Locally Grown Foods are Widely Available

Goal 1:
Locally Grown Foods are Available through Schools and Food Banks/Food Distribution Centers







Goal 1 Indicators

Indicator 1.1:	Food waste and edible waste reduction in Kern
Indicator 1.2:	Number of local charitable food distribution centers partnering directly with farms
Indicator 1.3:	Local produce donations in Kern County
Indicator 1.4:	Number of farm-to-school programs in Kern County
Indicator 1.5:	Number of school gardens and “edible” schoolyards

Potential Areas of Inquiry

- Levels of food waste on produce farms
- Current efforts to address/minimize food waste
- Benefits, challenges and barriers to creating robust and consistent farm-to-school programs
- Challenges around storage and distribution of perishable foods
- Types and quality of partnerships between local growers and charitable food distribution centers
- Affordability of change

Vision 2:
Kern Residents are Healthy and Empowered Food Consumers

Goal 2:
Kern County residents have ongoing access to affordable, healthful foods that reflect their cultural values







Goal 2 Indicators

Indicator 2.1:	Percent of Kern County residents who are food insecure
Indicator 2.2:	Eligibility and redemption of CalFresh benefits in Kern County
Indicator 2.3:	Produce distribution through Kern County's food recovery and distribution systems
Indicator 2.4:	Walkability to grocery stores
Indicator 2.5:	Number and location of farmers markets
Indicator 2.6:	Acceptance of EBT at farmers markets in Kern County
Indicator 2.7:	Accessibility of community gardens
Indicator 2.8:	Public transportation availability near local food markets and farmers markets in Kern County

Potential Areas of Inquiry

- GIS mapping of grocery stores, farmers markets, low-income population density, and transportation networks
- Current systems of food distribution to low-income individuals and families in need (e.g., Waste Hunger Not Food; CityServe; Gleaners; CAPK food bank and food pantries; other charitable organizations)
- Challenges and barriers to food distribution/accessibility for food banks and food pantries
- Challenges and barriers to creation and maintenance of community gardens
- Cost and access to locally sourced produce for small grocers

Vision 3:

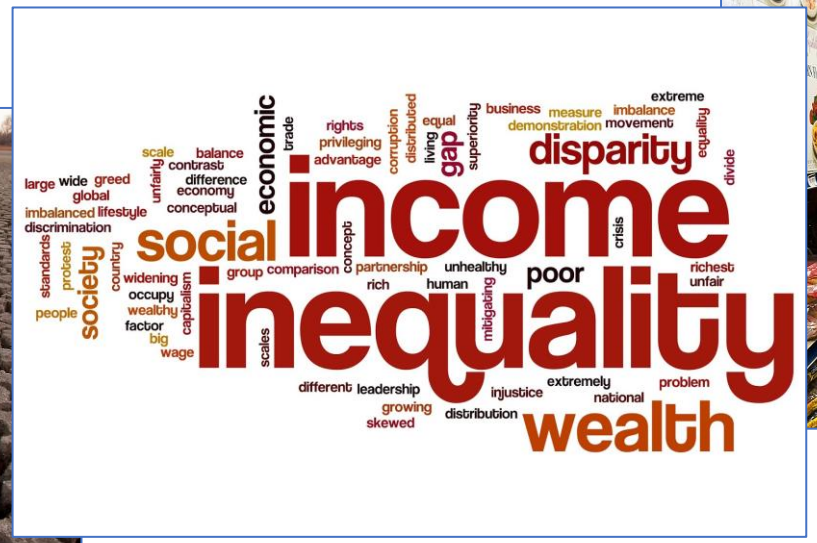
Kern County stakeholders have the information required to consider societal and environmental influencers on the food system to develop long-term process mapping

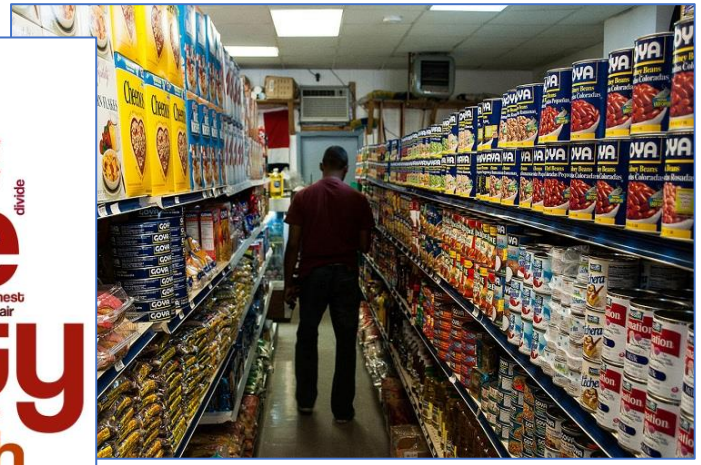
Goal 3:

Envisioning the Future:

The Impact of Climate Change, Social Justice, and Economic Resilience on Food Availability and Access







Goal 3 Indicators

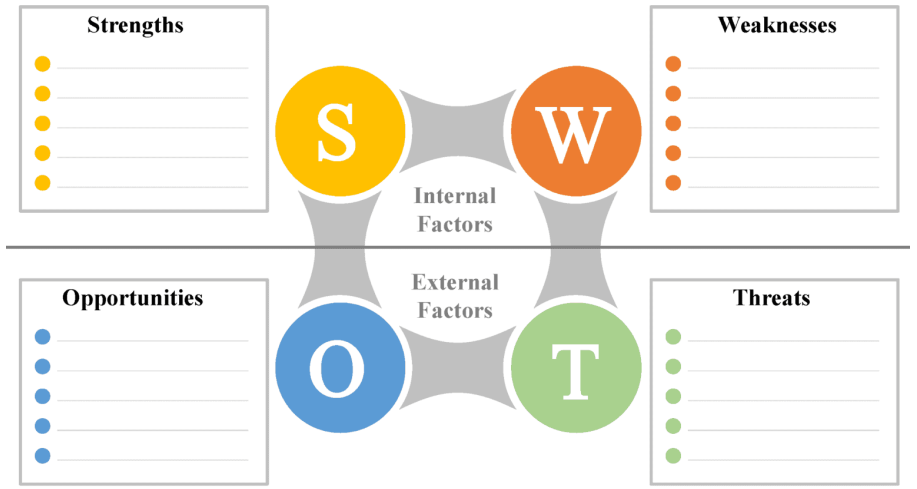
Indicator 3.1	Actions to mitigate climate change impacts
Indicator 3.2	Food justice: ensuring access to safe, nutritious and culturally appropriate food for all Kern County residents
Indicator 3.3	Increasing health, wealth, leadership, and power for BIPOC communities across Kern's food system
Indicator 3.4	Social requirements to create an adaptive local food economy
Indicator 3.5	Building resilience: using data to effect systems change

Vision 4:

Community Action Partnership of Kern will Utilize Food Insecurity Assessment Findings to Conduct a SWOT Analysis

Goal 4:

Upon the completion of all primary and secondary data collection on Kern County food insecurity, TLC will conduct a SWOT analysis on CAPK's direct service programs that support nutrition and food security at the agency, family, and community level.



Goal 4 Indicators

Strengths, Weaknesses, Opportunities & Threats (SWOT) Analysis

Indicator: 4.1	CalFresh Healthy Living and Nutrition Education
Indicator: 4.2	Food Banks and Food Pantries
Indicator: 4.3	Women Infant and Children
Indicator: 4.4	Central Kitchen
Indicator: 4.5	Head Start and Early Head Start
Indicator: 4.6	New Initiatives (Food Hub)







PROJECT TIMELINE

Data Collection Activities and Reporting	2022							2023					
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Literature Review	■	■	■	■						■	■	■	
Survey of food pantries		■	■										
Interviews all food facing CAPK departments	■	■											
Interviews with representatives from food pantries				■	■								
Surveys of individuals in food distribution lines				■	■								
Interviews with growers						■	■						
Survey of school administrators					■								
Interviews with sample of school administrators						■	■						
Interviews with coordinators of farmers markets				■	■								
Analysis of locally collected survey data				■	■	■	■	■					
Analysis of data from CHKS, CHIS, US Census, etc.								■	■	■	■	■	
Interviews with County officials								■	■	■			
Interviews with representatives of BIPOC communities								■	■	■			
GIS mapping										■	■	■	
Final Report to the CAPK Board													■

Funding

- California Department of Community Services and Development
  - Discretionary Funds
- Grants Submitted:
  - Funder: United States Department of Agriculture
    - Opportunity Name: Community Food Projects Competitive Grants Program
    - Expected Award Quantity: $35,000
  - Funder: California Department of Social Services
    - Opportunity Name: Reach and Resiliency
    - Expected Award Quantity: $72,000

MEMORANDUM

To: Board of Directors

From: Lisa Gonzales, Program Governance Coordinator

Date: May 25, 2022

Subject: *Agenda Item VII(a)*: May Policy Council Report – **Action Item**

The Policy Council met on April 26, 2022, at which time quorum was established. This meeting was conducted via teleconference as per California Governor Executive Order N-25-20.

The Focus Area 2 Program Performance Summary Report was shared with the Council. This report contained information about the performance of the program and its compliance of the Head Start Program Performance Standards. Based upon information gathered during the review process, it was found that the program meets all Head Start Program Performance regulations, laws, and policy requirements.

Additionally, Anastasia Lester, Program Officer for First 5 Kern was elected unanimously to Policy Council as a community representative member.

The next Policy Council meeting is scheduled for June 28, 2022.

Recommendation:
The Policy Council requests Board approval of the May Report and the Policy Council meeting minutes from April 26, 2022.

Attachment:
Policy Council Meeting Minutes from April 26, 2022.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES
April 26, 2022
Teleconference ID: 780 052 370#
Per Governor's Executive Order N-25-20

1. **Call to Order**

Policy Council Chairperson, Andrea Martinez called the meeting to order at 5:32 p.m.

a. Policy Council Vice-Chair, Isabelle Diaz conducted roll call; quorum was established.

Policy Council Members Present: Dominique Bassi, Monique Davis, Isabelle Diaz, Teresa Fajardo, Nila Hogan, Kaylonie Howard, Michelle Jara-Rangel, Andrea Martinez, Ashley 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 committee met on April 7, 2022; quorum was established. Alan Rodriguez, Health and Nutrition Manager presented information to the committee on kindergarten readiness including how Head Start assists in preparing families for the transition to kindergarten. Alan also shared information about immunizations which included a website containing additional information on the topic as well as laws/requirements and specific immunizations needed based upon age/grade level. In sharing information about the Head Start Nutrition component of the program Alan noted centers will begin introducing children to cafeteria style dining as this is what most schools follow. Differences between the cafeteria style and family style dining which Head Start implements were highlighted. Head Start believes school readiness begins with health because a healthy child is a child who is ready to learn; this is why health requirements are so important in school readiness and educational outcomes. The next meeting will be held on May 12, 2022 at 5:30 p.m.

b. Planning Committee

The Policy Council Planning Committee met on April 5, 2022; quorum was established. The Division/Program monthly activity report for March 2022 was reviewed with the committee. This included enrollment information for Head Start and Early Head Start, with Head Start at 70% and Early Head Start at 62% enrollment. The Child Adult Care Food Program (CACFP) noted 53,549 meals were prepared by the Central Kitchen in February 2022. The division staffing report noted there are 598 employees with 103 vacant positions. There are also forty-one employees on family leave and seventy-three on intermittent leave. Three employees have been onboarded and interviews were conducted over 7 days for eight open requisitions. Escuelita Hernandez is pending licensing with children on the waitlist to be served.

c. Budget & Finance Committee

The Budget and Finance Committee met on April 19, 2022. Budget to actual financial documents as well as parent activity funds, local travel reimbursement and American Rescue Funding information was presented and discussed. All information including in-kind totals are included in the Policy Council packet. The committee also discussed the new budget period and how the Early Head Start budget reports will be consolidated to include all Early Head Start programs in one report. It was also shared the American Rescue Plan expenditures are on pause pending completion of current construction projects. Members also voted to change the Budget and Finance meeting time back to 5:30 p.m. (from 6:00 p.m.) with meetings to still be held on the third Tuesday of each month. The next Budget & Finance Committee meeting will be held on May 17, 2022 at 5:30 p.m.

d. Bylaws Committee

The Bylaws Committee was scheduled to meet on April 12, 2022 however was unable to do so due to several scheduling conflicts. The committee will meet on May 9, 2022 to discuss advocacy and leadership as well as to begin the self-paced Governance Module Training as a group. This meeting will be held on Microsoft Teams at 5: 30 p.m.

4. Presentations

a. Focus Area 2 Review – Sylvia Ortega, Quality Assurance Administrator

Sylvia stated that from February 15 – 18, 2022 the Office of Head Start conducted a Focus Area 2 (FA2) monitoring review of CAPK Head Start and Early Head Start programs. This included review of documents, files, as well as interviews and more, with a total of five areas reviewed. The first area reviewed was Program Management and Quality Improvement, it was noted our systems and processes across all service areas were meeting the expectation of the Head Start Program Performance Standards. In reviewing Education, it was found that our program's collaborative approach resulted in intentional interactions in the classroom between children and staff. The reviewers were in awe of our mentoring component and viewed it as a huge strength for the program. In the area of Health, reviewers were pleased with our mitigation strategies to help slow the spread of COVID-19. They also spoke highly of our comprehensive health protocol which was approved by our local health department; they had not heard of another program going above and beyond in doing that before. For Family and Community Engagement it was noted one of the predominate needs during the pandemic was food. It was shared that we used an internal food bank and collaborated with various community partners and were able to provide food boxes to family; 3,600 boxes were delivered to families enrolled in the program. It was noted each box contained one weeks' worth of food. These strategies helped the program to mitigate food insecurities. In the Fiscal component of the review, Sylvia stated that we traditionally always do extremely well in this area, this time was no different. It was found that we have effective oversight of federal funds, and intentional services for children and families. Our fiscal management system aligns funds with program goals and services. In monitoring Enrollment and Eligibility, over 150 files were reviewed, and it was found the program ensured services were provided to children and families with the greatest needs. Based off of the information gathered during the review, it was found that our program meets the requirements of the Head Start Program Performance Standards, laws, regulations, and policy requirements. The Office of Head Start thanked the Policy Council, Board of Directors, parents, and staff for their engagement in the review process noting this report included program strengths in all areas. Sylvia thanked Ashley McAllister for her participation in the review of the Policy Council piece, adding she did an incredible job. Sylvia also thanked staff adding on what they continue to do every single day. She also shared that this report is also extra special because it allows for us to have a non-competitive five-year grant. Sylvia explained this means we will not have to compete for our grant, over the next 5 years.

5. Consent Agenda ***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 – March 22, 2022 (English/Spanish)
b. School Readiness Committee Minutes – March 10, 2022 (English/Spanish)
c. Budget & Finance Committee Minutes – March 15, 2022 (English/Spanish)
d. Planning Committee Minutes – April 5, 2022 (English/Spanish)
e. Head Start Budget vs. Actual Expenditures, March 1, 2022, to March 31, 2022
f. Early Head Start Budget vs. Actual Expenditures, March 1, 2022, to March 31, 2022
g. American Rescue Funding Expenditures April 1, 2021 to March 31, 2022
h. Parent Local Travel & Childcare through March 31, 2022
i. Parent Activity Funds through March 31, 2022
j. Kern Head Start and Early Head Start Non-Federal Report, March 1, 2022, to March 31, 2022
k. San Joaquin Early Head Start Non-Federal Report, March 1, 2022, to March 31, 2022
l. Kern Early Head Start Child Care Partnerships Non-Federal Report, March 1, 2022 to March 31, 2022

m. Head Start Program Review Evaluation (PRE) Report – March
n. ACF-PI-HS-22-02 FY 2022 Head Start Funding Increase & Attachment; Issuance Date: April 14, 2022
o. Children's Mobile Immunization Clinic – April 2022; Adventist Health (English/Spanish)
p. Monthly Parent Training with Dr. Kirk – May 9, 2022; Head Start Wellness
q. Kern County Sherriff Headquarters Tour – May 12, 2022
r. Teachable Moments: How to Help Your Child Avoid Meltdowns – Backpack Connection Series (English/Spanish)
s. Bright by Text
t. Help Me Grow – First 5 Association of California
u. Head Start Recruitment Flyer
v. Home Visiting Program Flyer
w. Planning Committee Meeting Dates
x. Budget & Finance Committee Meeting Dates
y. Bylaws Committee Meeting Dates
z. School Readiness Meeting Dates
aa. Policy Council Meeting Dates

Teresa Fajardo made a motion to approve consent items (a) through (aa); seconded by Ashley McAllister. Motion carried unanimously.

6. <u>New Business</u> ***ACTION**

a. Election of Community Representative Anastasia Lester to Policy Council

Anastasia introduced herself and shared she currently works for First 5, noting that she has previously worked for CAPK. Anastasia expressed excitement at the opportunity to participate in Policy Council and to be able to support members. Monique Davis made a motion to approve Anastasia Lester as a community representative for Policy Council; motion seconded by Jasmine Ponce. Motion carried unanimously.

7. <u>Standing Reports</u>

a. Program Governance – Lisa Gonzales, Program Governance Coordinator

Lisa thanked everyone for their attendance and welcomed newly elected Community Representative member Ana Lester back to Policy Council as a fourth term member. Lisa spoke about monthly Very Important Parent Meetings noting she continues to encourage members to attend their respective center, home based or partnership meeting. She shared there will be no parent meetings conducted in the month of May. It was added full-year centers will resume meeting in June with part-year centers picking back up in September. Lisa commended members on reaching the halfway point as we are six months into the Policy Council term. She highlighted the critical components of the program members have approved including the Head Start Program Planning Calendar and the 2022-2023 Recruitment and Section Plan. Also mentioned were the various informative presentations members have heard so far and resources received. Lisa thanked members for being true advocates, stating their voice and involvement are making a difference; adding she looks forward to all that is to come.

b. Community Representative – Nila Hogan

Nila shared information about an event facilitated by InspireMe Counseling and Wellness Center. She shared this will be a two-day event, May 13 -14, 2022 at Hodel's Dining. The first day will be for youth and the second day will be for adults. This inaugural mental health and wellness symposium will provide insight on mental health and wellness in an open forum setting while also looking to break the stigma that can be associated with it. Additionally, Nila invited members to participate in Y-Empowerment's 5K Walk taking place on Saturday, April 30, 2022 at Riverwalk Park. This is the first year the organization is hosting the 5k event. The hope is to bring awareness to child abuse specifically in Kern County and to also hear about all the programs/services available for families offered through 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 at the beginning of April which included information about partnership with SJCEO (San Joaquin County Office of Education) and the LENA (Language Environment Analysis) Grow project which gives teaching staff an opportunity to reflect on the amount of language used in the classroom. Nicole shared six classrooms have participated in the project with

three more to also begin the process. The benefit in participating in the LENA project is to support staff in providing a language rich environment, quality interactions in support of school readiness. The monthly s'more newsletter also contained exemplary videos as to how language development support other areas of development, including cognitive and social and emotional literacy. The parent handout featured information on temper tantrums and how to help your child avoid a meltdown from the Pyramid Model Backpack series. The newsletter has had 164 views to date. Nicole shared that the father family engagement activity was to plant a pinwheel in honor of child abuse prevention month, and to share your story. This is a way to promote positive experiences that strengthen families while supporting relationship skills and recognizing family traditions. Families were provided a pinwheel to "plant' at their center as well as a family card to share a positive experience or activity. The April food experience was an egg-shaped fruit pizza. Facilitated by staff, children used ingredients to make a fruit treat. Ingredients included cream cheese, strawberries, blueberries, and pears. Using their fine motor skills children used a rubber spatula to spread the cream cheese onto their egg-shaped crust and then added fruit. This activity allowed children to explore the different textures, colors, and smells of all the ingredients used for this food experience. Additionally, all San Joaquin staff were provided a training on trauma informed care. This training was conducted by Alex Largaespada, mental health consultant from El Concilio. The training focused on identifying trauma and strategies for staff to support themselves and children who have experienced trauma.

d. Early Head Start Partnership – Jasmine Ponce

Jasmine shared that on May 11, 2022 family advocates will relaunch the parent leadership training, Parent on a Mission. This is a six-week course on topics such as personal parenting growth, discipline, and authority as well as respect and loyalty. Five families are expected to participate in this training which will be held via Zoom. Jasmine also stated on April 14, 2022, Escuelita Hernandez held a Spring Fling Family Picnic for enrolled families. Families enjoyed lunch together and had the opportunity to participate in games and a raffle. There were over fifteen families in attendance. It was noted Bakersfield College were happy to share they have re-opened their doors and have had zero COVID cases since February. Jasmine shared there are forty-eight partnership families registered for ReadyRosie and Family Advocates have provided over 940 family resources to date.

e. Board of Directors – Michelle Jara-Rangel, CAPK Board Member

Michelle reported the Board of Directors (BOD) met on March 30, 2022. She shared that during this meeting it was explained to members that the recent lifting of Executive Order N-25 and N-29 only pertained to state agencies, not local agencies such as CAPK. As a local agency there is currently no requirement to return to in-person meetings. It was added that should the governor revoke the "state of emergency" meetings will resume in person for the Board as per the Brown Act. Michelle stated all items on the consent agenda were approved. Additionally, all but one new business action item on the agenda were approved. The Board requested that the terms of the security contract presented for the M Street Navigation Center Safe Parking/Encampment be revised to mirror that of the current contract held and upon this revision to report back to the Board at the next meeting for potential action. Michele stated that staff sought approval to submit to the Office of Head Start (OHS), a disposition request for the Central Kitchen as well as for the CAPK Administrative Building. This request is necessary since both buildings hold a notice of federal interest. Because of this permission from the OHS is required. In their submission to the Office of Head Start, staff must also state how the proceeds will be directed to the Head Start program; approval was given to initiate this process. An update was provided on the various construction projects; the CAPK Foundation report and Policy Council report were also shared as were various other advisory reports. Jeremy Tobias provided an update on COVID-19 sharing the county is currently in the "low-risk" category. He also shared the mask mandate for staff has been revised from "must" wear a mask to "highly recommended." However, it was shared that all staff at Head Start centers must continue to wear masks, as the guidelines and directives set forth by the Office of Head Start take precedence and must be followed. Michelle shared that in the CEO's report he stated while most members felt safe to return to in-person meetings in May, this topic will be discussed at greater length at the April 27, 2022 meeting and together with the Board it will be decided whether to meet in person, stay virtual or meet in a hybrid manner. Michelle also stated the closed session report was also provided, sharing that the Board authorized staff to make adjustments to the CEO's employment contract. This meeting of the CAPK Board of Directors adjourned at 1:14 p.m.

f. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director

Jerry Meade, Assistant Director – Program provide the Head Start report on behalf of Yolanda Gonzales stating he has recent updates to share regarding our Head Start program. There was a COLA (Cost of Living Adjustment) announced by the Office of Head Start. Funding guidance was received in applying for this 2.28% adjustment that will support increased wages for all staff in the Head Start and State Child Development division. He also shared that quality improvement funding has been made available to all grantees. Jerry stated a formal presentation to the Policy Council in May to demonstrate how the program plans to apply for these funds and subsequently implement them across the personnel and fringe categories as well as how the quality improvement funds will be used to support staff working directly with children and families. He shared additional detail will be provided to the Planning Committee and reiterated that the formal request for approval will be going to the full Policy Council in May. Jerry shared another new development is the change in definition of public assistance for eligibility as a criteria for Head Start. The Office of Head Start has issued an informational memorandum stating public assistance when looking at eligibility criteria can now include SNAP (Supplemental Nutrition Assistance Program) benefits. Jerry shared this interpretation of public assistance is now going to broaden the number of families to qualify for Head Start services. He added that staff is excited about this and is looking forward to fully implementing this addition moving forward. Jerry stated in looking at having to meet full enrollment, as we move back to our "normal" those expectations and requirements will be stringent and more in effect. He also spoke to the difficulty specifically in California as to how minimum wage has affected a family's ability to qualify for Head Start services noting it has become increasingly challenging noting having this additional element for public assistance will truly support the program finding with public assistance as a category of eligibility. In other updates, Jerry shared the Enrollment and Attendance team has kicked off recruitment for the fall and staff is already looking at the 2022-2023 school year and starting to prepare for its start on July 1, 2022. He also shared the month of May is Community Action Month and Community Action agencies across the nation celebrate throughout the month all the great work accomplished. Jerry shared that Community Action Partnership of Kern specifically will be having a resource fair and outreach event on May 21, 2022 at Heritage Park (in Bakersfield) from 9:00 a.m. – 1:00 p.m. All of our CAPK services will be available to the public as well as many of our community partner organizations. Jerry acknowledged and commended division staff for taking on this activity and working collaboratively to ensure there is a large Head Start presence to cover all of our programs. He invited and encouraged everyone to attend this event. In closing Jerry expressed gratitude to the Council as they are halfway through the year and shared his appreciation for their commitment to Policy Council and to the children and families served.

8. <u>Policy Council Chairperson Report</u>

Andrea thanked everyone for attending tonight. She also shared while she was at the recently held Grimmway Family Picnic it was great to see Head Start represented and all the children wearing Head Start crowns. Andrea also applauded the entire agency, program staff and Policy Council for their participation in the Focus Area 2 Review, adding the report shared some really amazing and impressive outcomes.

9. <u>Policy Council Member Comments</u>

Members were given an opportunity to share comments. Nila Hogan shared that Kern County Public Health has a free hands-on CPR training. The training is available everyday Monday through Friday at the public health office located at 1800 Mount Vernon Avenue. Interested parties can stop by anytime between the hours of 8:00 a.m. – 5:00 p.m. Anastasia Lester shared with members May is Dental Health Awareness month adding if anyone has children moving on to "big school" May 31, 2022 is the cutoff date for dental screenings for the upcoming school year. Anastasia also shared April 27, 2022 is Denim Day and encouraged members to wear denim in support of women who have been sexually assaulted (April is Sexual Assault Awareness month). Anastasia also shared if that if anyone is not aware of the origin of Denim Day to please Google it, in the interest of time and they read the story behind it. Ashley McAllister thanked Sylva for her support and for the preparation she provided Ashley for the FA-2. Jasmine Ponce shared that she is extremely excited to have Ana as a member of Policy Council adding she will be wearing her jeans (denim). She also thanked what she calls "the village" expressing appreciation to Lisa,

Rosita, Nicole, Karen and Escuelita Hernandez, especially Ms. Raquel who does so much. Jasmine also shared that she hopes the infant rooms (at Escuelita Hernandez) will be opening soon.

10. **Next Scheduled Meeting**
    The next meeting will be held on May 24, 2022, at 5:30 p.m.

11. **Adjournment**
    Meeting was adjourned at 6:16 p.m.