DATE	November 30, 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: 275 124 687#

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

a. Resolution #2022-38 – ***Action Item (p. 5-6)*** — Jeremy Tobias, Chief Executive Officer

b. Governor's Executive Order N-29-20 and Assembly Bill 361 Update – ***Info Item (p. 7-8)*** — Jeremy Tobias, Chief Executive Officer

III. Introduction of Guests / Public Forum

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

a. Community Needs Survey Presentation – November 2022 by Vanessa Cortez, Grant Administrator

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 October 26, 2022, Board of Directors Meeting *(p. 9-13)***
b. **Minutes from the November 8, 2922, Personnel Committee Meeting *(p. 14-17)***
c. Head Start Personnel Update ***(p. 18)***
d. Cheers for Peers Program Update ***(p. 19-20)***

e. Agency-Wide Job Fair Update ***(p.21-28)***
f. Goal 4 Strategic Plan 2021-2025 Update ***(p. 29-33)***
g. Changes / Reclassifying Finance and Operations Job Descriptions ***(p. 34-91)***
h. Energy Program Assistant Job Description ***(p. 92-95)***
i. MCAP New Staff Positions and Organizational Chart ***(p. 96-104)***
j. Updated Job description for M Street Navigation Center: Homeless Services Shelter Worker ***(p. 105-109)***
k. COVID Policy Revisions ***(p. 110-128)***
l. **Minutes from the November 9, 2022, Program Review & Evaluation Committee Meeting** ***(p. 129-131)***
m. October 2022 Program Reports ***(p. 132-162)***
n. October 2022 Application Status Report & Funding Profiles ***(p. 163-167)***
o. October 2022 Head Start / State Child Development Enrollment Update & Meals Report ***(p. 168-169)***
p. California Coastal Commission Whale Tail Grant ***(p. 170-171)***
q. 2021-2025 Strategic Plan Update: Goal 2 and Goal 5 ***(p. 172-182)***
r. **Minutes from the November 16, 2022, Budget & Finance Committee Meeting** ***(p. 183-189)***
s. Head Start / Early Head Start Budget to Actual Reports for October 2022 ***(p. 190-201)***
t. Indirect Excess (Deficit) Transfer to Discretionary ***(p. 202)***
u. County of Kern Home Visiting Program Agreement Revision ***(p. 203-215)***
v. Head Start / Early Head Start Budget Revision ***(p. 216-217)***
w. Farmers Markets Contract Agreement: Wonderful Community Grant ***(p. 218-239)***
x. Shafter Youth Center Contract Agreement: Wonderful Community Grant ***(p.240-247)***
y. Amendment to County of Kern / Community Action Partnership of Kern Agreement to Operate the M Street Navigation Center ***(p. 248-250)***
z. CalEITC and VITA Outreach and Marketing Contract for Services ***(p. 251-253)***
aa. Medi-Cal Health Enrollment Navigator Project Draft Agreement ***(p. 254-295)***
bb. California Department of Food and Agriculture (CDFA) Fairground and Community Resilience Centers Program Application ***(p. 296-297)***
cc. October 2022 Financial Statements ***(p. 298-353)***
dd. Response to Board Member's Request ***(p. 354-357)***
ee. **Audit & Pension Committee Meeting Items – No Quorum**
ff. Pension Plan Update: 2022 Q3 Review Pension Plan Update: 2022 Q3 Review ***(p. 35-367)***
gg. Department of Community Services & Development (CSD) Monitoring Report E-22-007D for DOE WAP Contract #20C-6008 ***(p. 368-375)***
hh. Department of Community Services & Development (CSD) 2021 CalEITC+ Education & Outreach Grant Fiscal Desk Review Department of Community Services & Development (CSD) 2021 CalEITC+ Education & Outreach Grant Fiscal Desk Review ***(p. 376-377)***
ii. Department of Community Services & Development (CSD) Close-Out Report for Contract #20F-3654 ***(p.378)***

VI. <u>New Business</u>

a. City of Bakersfield – Economic and Community Development FY 2023-24, Community Development Block Grant – ***Action Item*** ***(p. 379-380)*** — Vanessa Cortez, Grant Administrator

b.	City of Bakersfield – Economic and Community Development FY 2023-24 Funding Handbook: HOME Investment Partnership (HOME) Grant for a Tenant-Based Rental Assistance (TBRA) Program – ***Action Item (p. 381-383)***	Vanessa Cortez, Grant Administrator
c.	2022-2023 City of Bakersfield – State of California Natural Resources Agency Department of Parks and Recreation Agreement: Friendship House Community Center Sports Field Enhancement Project – ***Action Item (p. 384-440)***	Pritika Ram, Chief Business Development Officer
d.	Board of Directors Private Sector Recruitment: Appointment Recommendation – ***Action Item (p. 441)***	Pritika Ram, Chief Business Development Officer
e.	Food Bank Expansion Adjustment of Guaranteed Maximum Price (GMP) – ***Action Item (p. 442-446)***	Emilio Wagner, Director of Operations
f.	Brighter Bites MOU 2022/2023 – ***Action Item (p. 447-452)***	Susana Magana, Director of Health & Nutrition
g.	Renewal of the United Way Fresno and Madera County 2-1-1 Call Center Contract for Services – ***Action Item (p. 453-468)***	Jennifer Jordan, 2-1-1 Program Administrator
h.	Request to Approve the California vs. Hate Resource Line and Network – ***Action Item (p. 469-487)***	Martha Gonzalez, 2-1-1 Supervisor
i.	2023 Board & Committee Meeting Schedule – ***Action Item (p. 488)***	Jeremy Tobias, Chief Executive Officer

VII. Advisory Board Reports

a.	Head Start Policy Council Report – ***Action Item (p. 489-493)*** 1. November 2022 Policy Council Report 2. October 27, 2022, Policy Council Minutes	Nila Hogan, PC Representative
b.	Friendship House Community Center Advisory Board Update – ***Info Item (p. 494)***	Freddy Hernandez, Director of Youth & Community Services

VIII. Chief Executive Officer Report

a.	CEO Report for November 2022 – ***Info Item*** 1. COVID-19 Update 2. Update on Search for Chief Program Officer 3. Items of General Interest	Jeremy Tobias, Chief Executive Officer

IX. Board Member Comments

X. Closed Session

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

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

XI. Closed Session Report

XII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
January 25, 2023 (Tentative)
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 5:00 pm, November 23, 2022. Paula Daoutis, Administrative Coordinator.

RESOLUTION 2022-38

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 in-person and virtually on November 30, 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 30th day of November 2022.

Fred Plane Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Board of Directors

From: Jeremy Tobias, Chief Executive Officer

Date: November 30, 2022

Subject: *Agenda Item II(b):* Governor's Executive Order N-29-20 and Assembly Bill 361 Update – **Info Item**

The Governor is expected to lift his COVID-19 State of Emergency on February 28, 2023. Without any other declared State of Emergency, entities subject to the Brown Act, like CAPK, will no longer be able to rely on AB 361's revised teleconference requirements as of March 1, 2023. Instead, if CAPK wants to continue meeting via teleconference, it must do so under the Brown Act's standard teleconference requirements. Those are as follows:

- Each teleconference location must be accessible to the public, and ADA accessible. (Gov. Code, § 54953, subd. (b)(3); Gov. Code, § 54953.2.)

- At least a quorum of the members of the legislative body must participate in the meeting from locations within the agency's boundaries. (*Ibid.*)

- The agenda must:
  - List each teleconference location. (*Ibid.*)
  - Provide an opportunity for members of the public to address the legislative body at each teleconference location. (*Ibid.*)
  - Be posted at each teleconference location. (*Ibid.*)

With that being said, there are some new tools available to ease members back into this routine. However, these tools do not provide the flexibility we have grown accustom to over the past two years.

During this year's legislative cycle, the Legislature approved, and the Governor signed into law AB 2449. AB 2449 authorizes a legislative body to meet via teleconference without having to (i) make each teleconference location accessible to the public, (ii) list each teleconference location on the agenda, and (iii) post the agenda at each teleconference location *if at least a quorum of the legislative body participates in person* ***from a singular physical location*** *located within the agency's boundaries and that physical location is open to the public*. (Gov. Code, §54953, subd. (f)(1).) Further, the agency must provide a videoconference platform by which the public can participate and provide comment. (Gov. Code, §54953, subd. (f)(1)(A).)

In reality, only a small handful of members can actually participate via teleconference under these revised requirements. And to do so, those members must have (1) "just cause" or (2) an "emergency circumstance."

"Just cause" means (i) having to care for a child or other family members, (ii) having a contagious illness, (iii) having a need related to a physical or mental illness, or (iv) having to travel for official

agency business. (Gov. Code, §54953, subd. (j)(2).) To meet via teleconference under this exception, a member must notify and provide this "just cause" to the legislative body. (Gov. Code, §54953, subd. (f)(2)(A)(i).) Importantly, a member can only exercise this exception for two meetings in a calendar year. (*Ibid.*)

"Emergency circumstance" means a physical or family medical emergency that prevents a member from attending in person. (Gov. Code, §54953, subd. (j)(1).) To meet via teleconference under this exception, a member must *request* that the legislative body allow the member to meet via teleconference due to the "emergency circumstance" and the legislative body must approve that request. (Gov. Code, §54953, subd. (f)(2)(A)(ii).)

In any event, if a member meets under these revised teleconference requirements, that member must participate using audio ***and*** video. (Gov. Code, §54953, subd. (f)(2)(C).) Further, that member must disclose any persons over the age of 18 in the room with the member and their relation to those persons. (Gov. Code, §54953, subd. (f)(2)(B).) Finally, the member cannot meet using these revised teleconference requirements for more than 20% of the regularly scheduled meetings in a given year or more than two meetings if the agency holds less than ten regular meetings in a calendar year. (Gov. Code, §54953, subd. (f)(3).)

The above provisions will sunset in January 2024.

Staff will continue to review these requirements and guide the Board though the proper protocols for CAPK Board and Committee meetings. The agency will follow the provisions of AB 361 through the end of February 2023.

DATE	October 26, 2022
TIME	12:00 pm
LOCATION	Hybrid Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID 679 459 169#

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 12:01 pm via a hybrid option with some members attending in-person and others attended virtually, 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), Jimmie Childress, Curtis Floyd, Joe Garcia, Craig Henderson, Michelle Jara-Rangel, Mike Maggard, Jonathan Mullings, Yolanda Ochoa, Guadalupe Perez

Absent: Janea Benton, Nila Hogan, Marian Panos

Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander, Director of Finance; Catherine Anspach, Director of Development; Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; 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; 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*

Motion was made and seconded to approve Resolution #2022-35. Carried by unanimous vote (Henderson/Perez).

Craig Henderson asked how long it will be before the full board is required to meet in person. Jeremy Tobias replied that he expects it will be in March 2023, but he will address the question in more detail later in the agenda under the CEO report.

III. Introduction of Guests / Public Forum

No one addressed the Board.

IV. Special Presentation

a. There was no special presentation.

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. Lisa McGranahan requested item V(h) be removed for further discussion and approval and Fred Plane removed item V(q) for a summary report to the Board.

Motion was made and seconded to approve all items on the Consent Agenda, with the exception of items V(h) V(q). Carried by unanimous vote (Childress/Henderson).

Item V(h) – Lisa McGranahan reported that this item was approved at the October 5, 2022 Personnel Committee; however, since that time, it was discovered that some verbiage changes were required to the policy. Under paragraph 3, Eligibility Procedures, clarification language was added to reflect that any submissions received and approved prior to this version dated October 26, 2022 will be evaluated and approved based on the original eligibility criteria. Lisa stressed that there be absolute clarity that there is no assumption of grandfathering. All submissions for bilingual pay received today or after today's date will be processed under the new guidelines and amendments, if approved today. Lisa also said that the recertification for stipend pay is required every five years.

Motion was made and seconded to approve the revised Bilingual Pay Policy dated October 26, 2022. Carried by unanimous vote (Henderson/Perez).

Item V(q) – Fred Plane requested this item be removed and asked Jeremy Tobias to provide a verbal update. Jeremy reported that the Executive Committee met on October 12th and staff presented 3 employee health plan renewal options for approval. Staff recommended approval of what was referred to as Option #3, and the Committee did approve Option #3. The estimated cost increase for this renewal will be roughly 18%, much lower than the initial 60% increase first presented by Anthem. The plan will now include 3 coverage options for the employees. A new option for a narrow network HMO plan will be introduced with this renewal. The narrow network option will be less costly and will be a bit more subsidized to benefit the employees and the agency. Open Enrollment will run from November 8 to November 18 with the new plan taking effect on January 1, 2023.

Fred Plane added that he and board member Curtis Floyd made it very clear to the insurance broker that the timing of the receipt of the renewal documents was unacceptable and if it happens again, their contract is likely to be terminated. Fred also acknowledged the great work by staff to present viable options in such a short period of time, and for negotiating the increased rate down by 42%

Motion was made and seconded to approve the Final Health Insurance Proposal for the 2023 Plan Year. Carried by unanimous vote (Jimenez/Mullings).

VI. New Business

a. 2022-2023 Grand Jury Visit: 2-1-1 Call Center and M Street Navigation Center – Jeremy Tobias, Chief Executive Officer – ***Info Item***

Jeremy Tobias reported that the 2022-2023 Kern County Grand Jury recently toured the 2-1-1 Kern program and the M Street Navigation Center. The tours were routine and provided an opportunity for the Grand Jury to receive an in-depth description of the two programs, along with an overview of the agency.

The visit to the M Street Navigation Center was well received by the members of the Grand Jury, and Board Chair Fred Plane and a representative from the County were also present. Staff did an exceptional job with the tour and the members were very impressed. The overview of the 2-1-1 program was also very well received and it is expected that their report will be favorable. The Navigation Center report may be carried over to next year, but both are expected to be positive.

Craig Henderson asked if the Grand Jury makes a habit of visiting our programs. Jeremy replied no, that he does not recall the Grand Jury ever visiting, and said there was no indication that there was a complaint or a specific issue being reviewed, and added that there may be an interest to tour the programs where the County provides financial support. The initial request was to tour the 2-1-1 program and during that visit, the M Street Navigation Center came up in the presentation, and the members were very interested in touring the Navigation Center.

b. 2022 Employee End-of-the-Year Gift: Time Off – Lisa McGranahan, Director of Human Resources - ***Action Item***

Lisa McGranahan reported that this item was first heard by the Personnel Committee on September 7, 2022 and was pulled from the consent agenda for further discussion at the September 28th Board of Directors Meeting, where it was then referred back to committee for revisions and further evaluation. At the October 5th committee meeting, the committee members approved the revisions and sent back to the Board with the changes.

Lisa explained that modifications were made based on directives from the Personnel Committee. Employees will receive 1 day, paid time off and it has no cash value. Leadership staff feels it is the best way to reward employees for a job well done in 2022. The full day off with pay will be equivalent to whatever shift the employee works. Lisa emphasized that it is the same as a floating holiday but stressed the time off must be used before March 5, 2023 and scheduled in advance with the employee's supervisor, and it will not have any cash value.

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

VII. CAPK Foundation Board Report

a. CAPK Foundation Board Report – Catherine Anspach, Director of Human Resources – ***Info Item***

Catherine Anspach presented the above info item to the Board and noted that updates regarding the lighting, fencing and solar projects were provided, along with other updates in regard to new collateral materials being developed, and the acquisition of a new Customer Relations Management (CRM) system to manage donors and events.

Craig Henderson asked how the fencing and lighting fundraising is going. Pritika Ram said that $1 million was received from the state through a request of Assemblymember Salas and those funds will cover the cost for the fencing and lighting and said that staff is seeking a grant to cover the solar portion.

VIII. Advisory Board Reports

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

Lisa Gonzales presented the above action item for approval and reported that the Policy Council items presented at the September 27, 2022, meeting were approved. Lisa also said that the first in-person meeting of the Policy Council since the COVID-19 pandemic will take place on October 27, 2022.

Motion was made and seconded to approve the October 2022 Policy Council report and all items. Carried by unanimous vote (Childress/Henderson).

IX. Chief Executive Officer Report

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

1. COVID-19 Update

Jeremy Tobias provided an update on COVID-19 and reported that the County transmission level is low in Kern and in other counties we operate in. Staff cases have dropped off considerably and the only program requiring masking at this time is the M Street Navigation Center due to state requirements for congregate settings.

Jeremy addressed Craig Henderson's question from earlier in the meeting about when the entire Board will be required to meet in person. Jeremy said the Governor is expected to end the State of Emergency Order around February 28, 2023 and it is likely the Board will return to in-person meetings in March 2023, per the Brown Act, for all Board and Committee meetings.

2. Community Economic Resilience Fund (CERF) First Round Funding Announcement

Jeremy reported that the State has announced the first round of funding for the Community Economic Resilience Fund (CERF) in the amount of $5 million to each regional economic planning entity. CAPK is part of a coalition consisting of: CAPK; Better Bakersfield & Boundless Kern (B3K); Kern Inyo and Mono Central Labor Council; Building Healthy Communities; and Kern Community College District, which is acting as the Fiscal Agent. Jeremy said the state was divided into 13 regions, with Kern County carved out as their own region due to the unique situation Kern County presents in regard to our unique economy, particularly around energy production. The $5 million planning grant will be used to assemble a comprehensive and resilient Economic plan, to be used to apply for much larger implementation grants. Statewide, it is projected $500 million will be issued for the implementation phase. Going forward, staff will keep the Board informed of the progress and updates.

3. Items of General Interest.

Jeremy said the KGET Food Drive begins November 16th and will benefit the CAPK Food Bank. Staff will provide more information in the coming days.

Staff is planning for the 2023-24 budget and meetings are being scheduled for program staff to meet with the CEO an CFO. After draft budgets are assembled they will be brought forward to the Committees and Board in January and February. The new fiscal year begins March 1, 2023.

The CalCAPA state community action association conference is next week in San Diego, with several staff and board members attending.

The Private Sector Board Seat application phase has closed. The special ad-hoc committee appointed by Board Chair Fred Plane will meet soon to review the applications and will forward their recommendation to the Board.

X. Board Member Comments

No Comments.

XI. Closed Session

Jeremy Tobias informed the Board that the item for review by the Board in Closed Session was not available in time and staff requests to cancel the closed session.

Fred Plane is in agreement and said the Closed Session item will be held over to the November meeting.

XII. Closed Session Report

No report.

XIII. Next Scheduled Meeting

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

XIV. Adjournment

The meeting was adjourned at 12:34 pm.

DATE	November 8, 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: 453 017 558#

Personnel 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 Maritza Jimenez 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: Maritza Jimenez (Chair), Nila Hogan, Jonathan Mullings, and Guadalupe Perez

   Absent: Joe Garcia

   Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Pritika Ram, Chief Business Development Officer; Lisa McGranahan, Director of Human Resources; Catherine Anspach, Director of Development; Yolanda Gonzales, Director of Head Start; Freddy Hernandez, Director of Youth and Community Services; Rebecca Moreno, Director of Community Development; Emilio Wagner, Director of Operations; and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Regular Business**

   a. Head Start Personnel Update – Jerry Meade, Assistant Director, Program – ***Info Item***

      Jerry Meade presented the above monthly informational item and advised the Committee that between now and January, the Head Start senior management team will begin strategizing to change the organizational structure of the Head Start Division. Head Start is continuing ongoing collaboration with Human Resources to fill open requisitions. As we approach the end of construction for some of sites, an increase in filled positions will be realized.

   b. Cheers for Peers Program Update – Traco Matthews, Chief Program Officer – ***Info Item***

Lisa McGranahan presented the above informational item on behalf of Traco Matthews, Chief Program Officer and said the program is off to a good start and a way for employees to recognize their peers for going above and beyond their scope of work.

c. Agency-Wide Job Fair Update – Lisa McGranahan, Director of Human Resources – ***Info Item***

Lisa McGranahan presented the above info item and provided some stats on the outcome of the job fair.

d. Goal 4 Strategic Plan 2021-2025 Update – Lisa McGranahan, Director of Human Resources - ***Info Item***

Lisa McGranahan provided an update on Goal 4 of the Strategic Plan, citing a 75% completion year to date.

e. Changes/Reclassifying Finance and Operations Job Descriptions – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster and Emilio Wagner presented the above item for approval which included some organizational restructure within both Divisions.

Maritza Jimenez commented that the proposal makes sense and asked what account will fund the $145,000 increase. Tracy responded that for the current fiscal year there is no impact but going forward the funds will be budgeted under the Indirect Fund.

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

f. Energy Program Assistant Job Description – Wilfredo Cruz, Energy Program Administrator – ***Action Item***

Wilfredo Cruz presented the above proposal for approval and provided justification for the new position.

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

g. MCAP New Staff Positions and Organizational Chart – Laura Porta, MCAP Administrator - ***Action Item***

Laura Porta presented the above item for approval and provided information to justify the new positions.

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

h. Updated Job Description for M Street Navigation Center: Homeless Services Shelter Worker – Rebecca Moreno, Director of Community Development – ***Action Item***

Rebecca Moreno presented the above action item for approval.

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

i. COVID Policy Revisions – Lisa McGranahan, Director of Human Resources – ***Action Item***

Lisa McGranahan presented the above action item for approval and explained some of the prior restrictions have now been relaxed.

Maritza Jimenez asked for clarification if testing is required for travel within or outside the United States. Lisa responded that it applies to all travel. Maritza requested that the policy clarify that testing applies to all travel.

Maritza Jimenez asked what type of documentation the employee needs to provide if they are requesting accommodation and where to obtain the necessary forms. Lisa responded that as part of our accommodation process, Human Resources will provide the employee with a form to fill out that was provided to us by our legal team. HR will provide that to the employee and the employee will self-certify. Lisa added that each request is reviewed and approved by our legal team. Maritza recommended that the policy reflect language on how and where to obtain the necessary documentation.

Maritza Jimenez inquired about weekly testing for unvaccinated employees and if testing causes delays. Lisa responded that it is the current practice that employees that have accommodations are required to test weekly. Currently, there are 50-60 people who test and record their results on a weekly basis. Human Resources will distribute additional tests as needed. Additionally, employees only test outdoors if they are symptomatic. Otherwise, weekly testing can occur whenever if the employee is not symptomatic.

A motion was made and seconded to approve the staff's recommendation with the above-mentioned modifications to the policy. Carried by unanimous vote (Perez/Hogan).

5. Committee Member Comments

- Maritza Jimenez – Thank you and Happy Thanksgiving to everyone.

6. Next Scheduled Meeting

Personnel & Affirmative Action Committee
12:00 pm
November 8, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 1:05 pm.

MEMORANDUM

To: Personnel Committee

From: Jerry Meade, Assistant Director, Program
Robert Espinosa, Program Design and Management Administrator

Date: November 8, 2022

Subject: *Agenda Item 4(a):* Head Start Personnel Update – **Info Item**

The Head Start and State Child Development Division is committed to continue providing an ongoing update regarding personnel challenges affecting the Head Start program.

Since the October Personnel Committee meeting the following action items have been accomplished:

- Onboarded seven (7) staff
- Two days of interviews for four (4) open requisitions (21 HS interviews at the job fair)
- Nine (9) resignations (four of which were center based)

On October 14, 2022, a job fair was held at the Four Points Sheraton to support external candidates to apply for open positions for the entire CAPK organization, including Head Start. Eastern Kern Job Fair was held on October 18th as well. Job postings are still being featured on Head Start California website. Program staff continue to explore strategies to build the Head Start workforce to support full enrollment.

Currently 101 direct services positions remain vacant of the 129 total vacancies. Current vacant direct service positions include:

Teaching Staff			
EHS Teachers	7 Kern & 8 SJC	HS Teachers	24 Kern
EHS Assistant Teachers	21 Kern & 12 SJC	HS Assistant Teachers	4 Kern (2 Pending References)
Support Staff		**Home Base**	
Family Service Worker	7 Kern & 2 SJC	EHS Home Base	0
Food Service Worker	4 Kern	HS Home Base	2 (Pending approval from OHS)
Custodian	6 Kern & 3 SJC		
Site Supervisor II	1		

MEMORANDUM

To: Personnel Committee

From: Traco Matthews, Chief Program Officer



Date: November 8, 2022

Subject: *Agenda Item 4(b):* Cheers for Peers Program Update – ***Info Item***

CAPK launched a recognition program in the beginning of August 2022 called Cheers for Peers. The program was created to promote engagement and positivity throughout the organization by encouraging employees to celebrate their colleague's accomplishments. When a colleague submits a Cheer (nomination), the nominee receives an email with a certificate attached. In addition, all employees can view fellow colleagues' Cheers on the live feed from the home SharePoint page, and view in the CAPK monthly newsletter as well.

In month of August there were 188 nominations! The following are a few highlights of Cheers that have been given:

"You have always been so patient and kind, you think of solutions to help, I love how thoughtful you are when it comes to celebrations, you make everyone feel special. Keep up the good work."

"I just want to take a moment and let you know I'm so proud of you! You went from the streets to changing individual's lives daily. You have pushed the daily challenges and helped this community and made an impact on the team. Thank you for being there and creating good spirits! Keep it up."

Strategic Goal 4 is to attract and retain a high-quality workforce to achieve the organization's desired results. Cheers for Peers aligns specifically with Strategic Goal Objective 4.2.1 by increasing employee engagement, morale, and retention.


Cheers For Peers
Program
We encourage you to celebrate your colleagues accomplishments and share it with others!
Submit a Cheer today!
https://bit.ly/3rZ2vGD
For questions contact HR at:
HR-Staff@capk.org
capk
Community Action Partnership of Kern

capk

Community Action Partnership of Kern













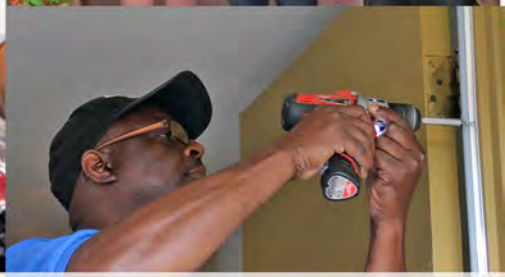












Helping People... Changing Lives.

CAPK 2022 Agency-Wide Job Fair

CAPK Agency-Wide Job Fair

- Friday, October 14, 2022
- 9 AM to 1 PM
- 4 Points Sheraton on California Avenue
- 11 programs represented
- Over 30 on-the-spot interviews with 12 active offers
- **60+ job seekers in attendance**



CAPK Job Fair: Strategic Plan Goal #4

CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results.



HVI Program

On-the-spot Interviews





Head Start Professional Development Team

Food Bank





MCAP Team

Head Start Interviews



A big thank you to all the departments and programs involved that helped make the 2022 CAPK Job Fair a success!

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: November 8, 2022

Subject: *Agenda Item 4(d)*: Goal 4 Strategic Plan 2021-2025 Update – **Info Item**

Since the launch of CAPK's Strategic Plan, individuals, departments, and workgroups have concentrated resources and energy to achieve goals outlined in the 2021-2025 Strategic Plan. These achievements have been captured monthly, and a look at the metrics shows progress in every initiative.

CAPK's Strategic Goal 4 states:

> *CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organizations desired results.*

Key accomplishments have been achieved in most of our plan's four areas of concentration. These accomplishments demonstrate the extent and depth of CAPK's efforts. Key stakeholders routinely meet to review and update goals and discuss high-impact ideas to achieve these goals. The group continues to discuss in depth the goals and sub-goals and outlined an action.

Among some of the accomplishments of the past few months, CAPK has:

- Ongoing 60-day emergency hiring order to address concerns regarding the speed of onboarding.
- Implemented the Bilingual Pay policy that recognizes the diverse skillset of our employees.
- Launched the first CAPK agency-wide job fair in October with much success.
- Advanced collaborations with CAPK programs and departments and local agencies to support community outreach efforts (e.g., formula and diaper shortage, Covid tests, etc.).
- DEI Committee designated January as Diversity and Inclusion month to raise awareness and understanding of CAPK's company culture.
- DEI Committee administered an employee survey to help measure inclusivity at CAPK.

Attachment:
Goal 4 Action Plan

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



4 Goals

- 0% Achieved
- 75% On Target
- 25% Off Target
- 0% Critical
- 0% Deferred
- 0% Not Started

My Items

Item	YTD Actual
4.1: Enhance leadership capacity, effectiveness, and sustainability.	10%
4.1.2: Create a standardized onboarding and training plan.	27%
4.1.2.1: Enhance experience of new hire orientation and refresher trainings, including agency level presentations with program specific information.	27%
4.1.2.2: Create a development plan with training components specific to the position and scope of duties.	27%
4.1.2.3: Develop a learning management system to assign and track training plans, which can be incorporated into an employee's performance...	27%
4.2: Increase employee engagement, morale, and retention.	27%
4.2.1: Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts.	50%
4.2.1.1: Conduct systematic market analysis of wages/benefit to identify needed adjustments.	50%
4.2.1.2: Complete development and consolidation of revised job descriptions.	40%

Item	YTD Actual
4.2.3: Conduct staff engagement surveys to establish benchmarks and identify areas for improvement.	10%
4.3: Increase the visibility of the Agency and create a unified CAPK identity.	20%
4.3.1: Implement a branding and communication plan that is cohesive, instantly recognizable and connects the agency and programs/services to...	80%
4.3.1.1: Unify outreach efforts and develop opportunities for collaboration and to coordinate and support cross-program community outreach efforts.	70%
4.3.1.2: Coordinate outreach to other agencies with consistent branded resources.	70%
4.3.1.3: Advance efforts to develop and implement new marketing and unified brand strategies.	80%
4.4: Create strategies to incorporate Diversity, Equity, and Inclusion (DEI) best practices at all levels of the organization and...	27%

Objective
Enhance leadership capacity, effectiveness, and sustainability. (4.1) (Last updated: 04/14/22)
Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality...

Owner
Lisa McGranahan

Measure:
Percent Complete

10% YTD Actual | **0%** 10/01/21 | YTD Target: 25.5% | 12/31/25

Activity
Create a standardized onboarding and training plan. (4.1.2) (Last updated: 11/01/22)
Last comment: Developed and in testing phase of new online onboarding experience for new hires. This will enable for more efficiency and accuracy. (07/26/22)

Owner
Lisa McGranahan

Measure:
Percent Complete

27% YTD Actual | **0%** 10/01/21 | YTD Target: 25.5% | 12/31/25

Objective
Increase employee engagement, morale, and retention. (4.2) (Last updated: 11/01/22)
Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality...
Last comment: Collaboration with Head Start and Homeless and developed task forces to address issues with employee retention and responsibility alignment. (07/26/22)

Owner
Lisa McGranahan

Measure:
Percent Complete

27% YTD Actual | **0%** 10/01/21 | YTD Target: 25.5% | 12/31/25

Activity
Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts. (4.2.1) (Last updated: 11/01/22)
Last comment: Board approved RFP for new tool. Currently in the implementation stages and after training will roll out to the agency by end of Quarter 3, beginning of Quarter 4. (07/26/22)

Owner
Lisa McGranahan

Measure:
Percent Complete

50% YTD Actual | **0%** 10/01/21 | YTD Target: 48.1% | 12/31/23

Activity
Conduct staff engagement surveys to establish benchmarks and identify areas for improvement. (4.2.3) (Last updated: 04/14/22)

Owner
Lisa McGranahan

Measure:
Percent Complete

10% YTD Actual | **0%** 10/01/21 | YTD Target: 25.5% | 12/31/25

Objective
Increase the visibility of the Agency and create a unified CAPK identity. (4.3) (Last updated: 11/01/22)
Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality...

Owner
Lisa McGranahan

Measure:
Percent Complete

20% YTD Actual | **0%** 10/01/21 | YTD Target: 25.5% | 12/31/25

Activity
Implement a branding and communication plan that is cohesive, instantly recognizable and connects the agency and programs/services to clients, partners, and the community. (4.3.1)
(Last updated: 10/26/22)
Last comment: Connected with various community agencies of CAPK's job fair and ongoing hiring efforts with branded marketing materials. (10/26/22)

Owner
Lisa McGranahan

Measure:
Percent Complete

80% YTD Actual | **0%** 10/01/21 | YTD Target: 86.6% | **100%** 12/31/22

Objective

Create strategies to incorporate Diversity, Equity, and Inclusion (DEI) best practices at all levels of the organization and services. (4.4) (Last updated: 11/01/22)

Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality...

Last comment: DEI Committee administered an employee survey to help measure inclusivity at CAPK. (10/26/22)

Owner
Lisa McGranahan

Measure:
Percent Complete

27%
YTD Actual

0%
10/01/21



YTD Target: 25.5%

12/31/25

No goals to display.

MEMORANDUM

To: Personnel Committee

From: Tracy Webster, Chief Financial Officer
Gabrielle Alexander, Director of Finance
Emilio Wagner, Director of Operations

Date: November 8, 2022

Subject: *Agenda Item 4(e):* Changes/Reclassifying Finance and Operations Job Descriptions – **Action Item**

Executive Summary

As Community Action Partnership of Kern (CAPK) continues to strive for efficiency and to prepare for the future with succession planning. We are proposing the adoption of new enhanced job descriptions for the Finance and Operations Divisions and changes to existing job descriptions in both.

Background - Finance

The Finance Division has been evolving and developing over the years into more enhanced positions to better serve the programs they support. With the focus of the positions to certain programs and grants it has allowed for better communication and program cooperation.

The Finance department has experienced extensive challenges in recruiting for qualified professional staff as the wages for Accountants were no longer deemed at market. The department has been actively looking for Accountants for over 12 months.

At the same time, leadership highly values the implementation and maintenance of position control. After careful evaluation, this component of the strategic plan is best delivered through the functions of the payroll team.

Finally, the level of Accounts Payable has doubled from three years ago. This is due to the increase in programs. The Accounts Payable team requires an additional position in order to successfully manage the workload.

Background - Operations

The agency contracted Wipfli, LLC., to conduct a review of the Information and Technology Department. Staff were interviewed and processes evaluated. The consultant additionally evaluated the current structure against the Strategic Plan and identified structural and staff weaknesses. As a result, the following positions were recommended to be added to the IT Department:

- Information Technology Administrator
- Network Engineer
- Information System Developer
- Service Desk Lead

These positions will be part of a multi-year strategy to improve the Information Technology services of CAPK.

As the agency progresses to make data informed decisions providing visualizations of data models becomes a necessity. Telling the story of the needs in the community is instrumental in planning program services. Creating custom static and interactive maps of need and service reach is an area that currently lacking. The Drafting & GIS Specialist position will address this need by developing web maps, custom static maps and maintaining facility floor plans.

The Business Services Department is responsible for procurement and contracts. This Department has been rotated to different divisions in the past. However, the nature of the work Business Services is responsible for is more related to the Finance Division as there are numerous requirements involved such as observance of OMB Uniform Guidance.

Proposal
Below are the details of the proposed reorganization:

Changes to Finance Positions

- Change grade for Accountant I from grade 9 to grade 10
- Change grade for Accountant II from grade 10 to grade 11
- Remove Position Control Specialist and replace with Payroll Supervisor at grade 10
- Change grade for Accounts Payable Supervisor from grade 9 to grade 10
- Add additional Accounting Technician to meet the immediate need of increase Accounts Payable workload due to increase in programs

Changes to Operations Positions:

- Transfer Business Services from Director of Operations to Director of Finance
- Add Information Technology Administrator position
- Evaluate phased in approach across 2-3 years to add a Network Engineer, Information Systems Developer, and a Service Desk Lead

This restructure and changes to positions within the Finance Department allow for appropriate incremental progress on the Agency Strategic Plan Goal 6.1 and 6.2. The enhancement of succession planning within the Finance Division allows for improved continuity and agency stability.

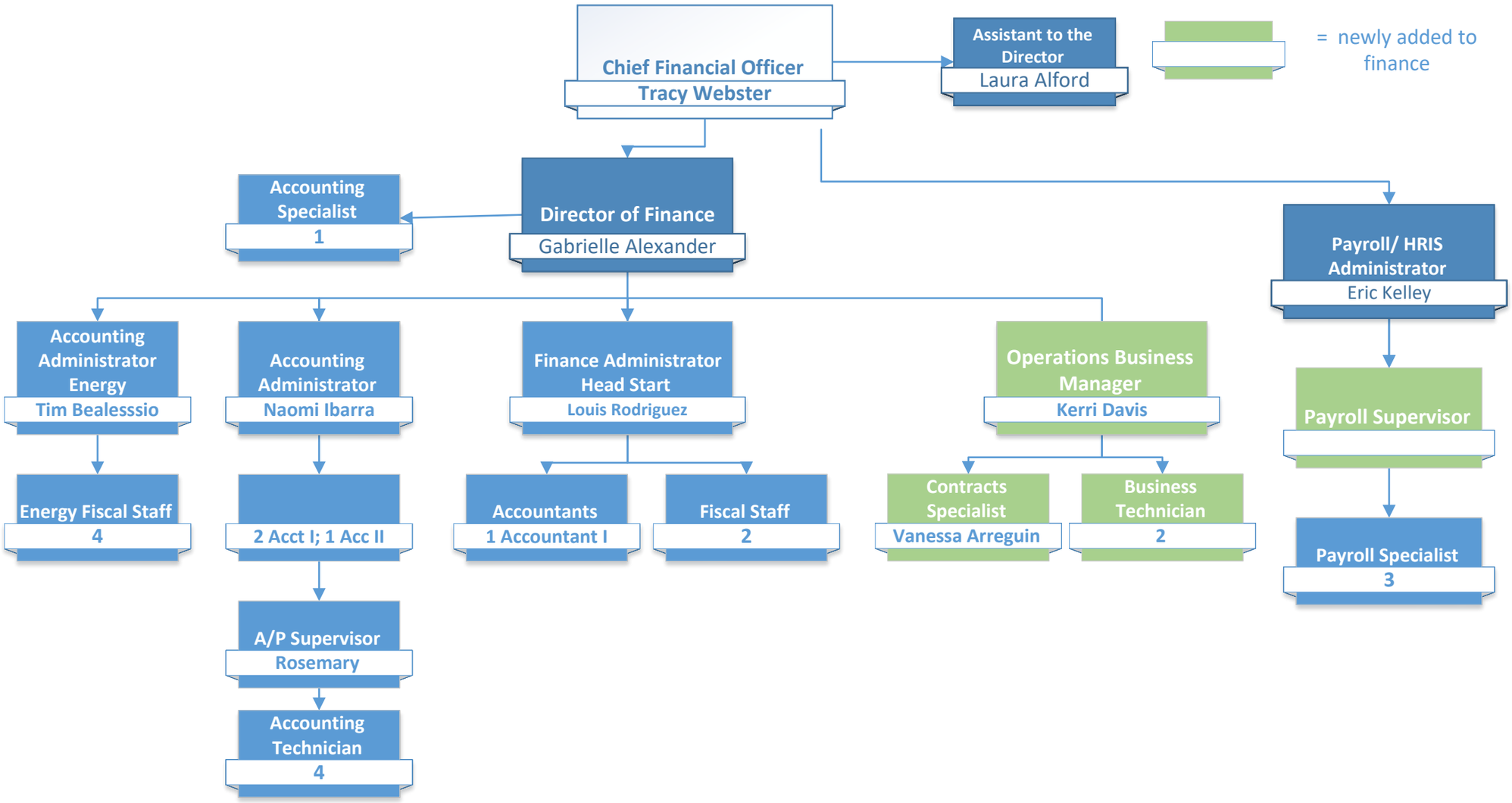
For the fiscal year ending February 28, 2023, there is no fiscal impact related to these changes. The fiscal impact for the two additional positions for March 1, 2023, has a fiscal impact of $145,000 plus benefits. This additional cost will be represented in the agency-wide budget to be presented to the Budget & Finance Committee in January 2023.

Recommendation:

Staff recommends approval to implement the proposed restructuring of the Finance and Operations Divisions as well as requested positions.

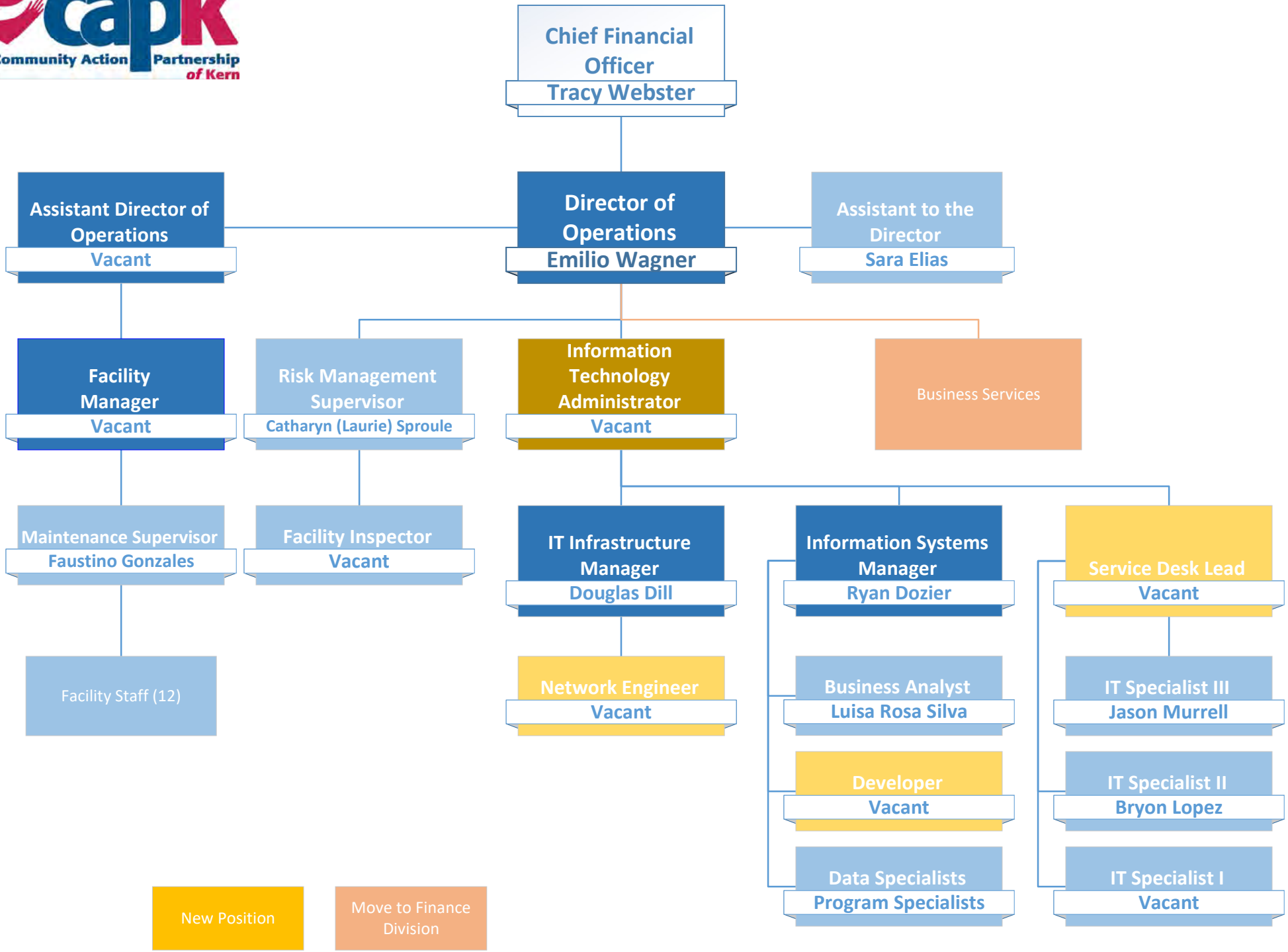
Attachments:

Finance Org Chart
Operations Org Chart
IT Staffing Analysis
Finance Accounting II Job Description
Finance Accounting I Job Description
Finance Accounts Payable Supervisor Job Description
Finance Payroll Specialist Job Description
Finance Payroll Supervisor Job Description
Operations Drafting GIS Specialist Job Description
Operations Information Systems Developer Job Description
Operations Information Technology Administrator Job Description
Operations Information Technology Infrastructure Manager Job Description
Operations Network Engineer Job Description



Revised 10/17/22

Operations Division – Proposed Organizational Chart



Revised: 10/01/2022

Community Action Partnership of Kern

Technology Staffing Analysis

Ryan Peasley, Senior Manager

WIPFLI

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Project Goals and Approach

- CAPK incorporates technology into its organizational strategy and invests more into technology architecture and solutions each year
- To best align the organization's strategy with technology a new focus and responsibilities will be needed in CAPK's IT department
- An assessment of CAPK's existing IT department structure, job roles and ability of staff to deliver on existing job roles and future IT vision was performed
- The goal of the assessment was to produce a report with recommendations on a new IT staffing structure and position responsibilities that will better enable the organization to achieve its technology vision and strategic plan

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Assessment Interview Team

Community Action Partnership of Kern	
Role	Name
Director of Operations	Emilio Wagner
Information Technology Services Manager	Doug Dill
Information Systems Business Analyst	Ryan Dozier

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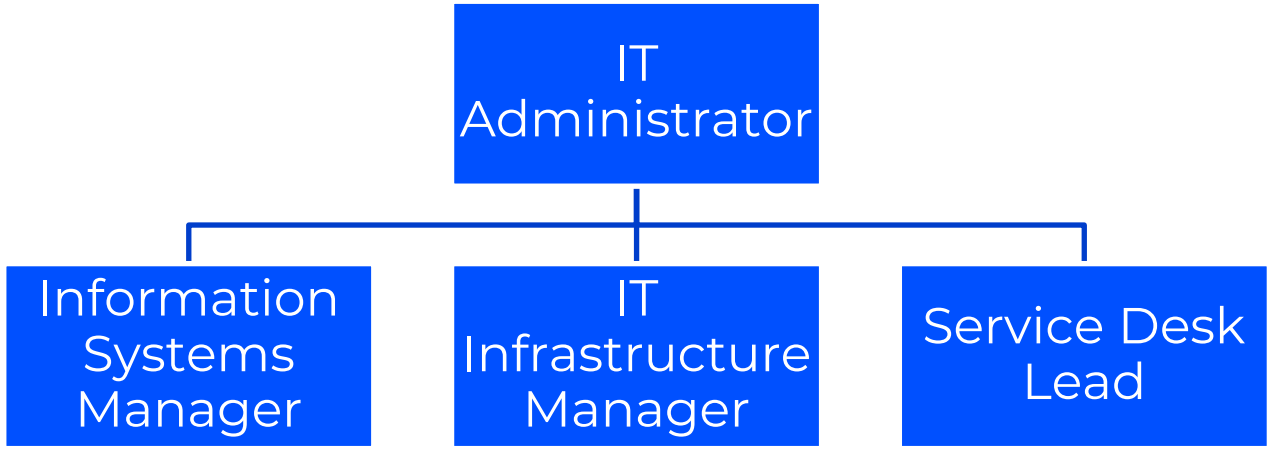
Summary of Recommendations

- Add a new position Information Technology Administrator position to oversee the Information Systems (IS) and Information Technology (IT) functions of the organization
- Create a new position to oversee and coordinate IT service desk and IT customer service
- Current IT manager position will become responsible for IT operations and infrastructure
- Move existing Data Specialist positions from individual programs into the IT department
- IS Manager, IT Manager and Service Desk lead will report to the new Information Technology Administrator



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Information Technology Administrator

Recommendation

CAPK's technology strategy has significantly changed the last few years. What was once focused on IT operations and technology infrastructure to support program operations has shifted to a client-experience-first approach. As the organization has noticed, this requires additional oversight in aligning a technology strategy with individual program needs, funding source requirements and desired community impact. To do this, the organization will need a new position that can create and execute a strategy that encompasses IT operations, IT customer service and support, information systems and data analytics. This position will be responsible for working with CAPK leaders and other key technology stakeholders to understand the organization's IT needs and create a roadmap that will help the organization execute on its strategic plan.

Key Responsibilities

- Participate in and contribute to regular strategic planning activities on programming and business priorities to develop and align technology effectively
- Develop and enhance the technology roadmap and policy and process to ensure scalable, repeatable, and predictable delivery of projects and IT and IS services
- Creates and maintains processes and standards for selection, implementation and support of systems and ensures smooth delivery and operation of IT services by monitoring systems performance
- Identify, recommend and implement new technology solutions to solve ongoing IT related shortcomings by consulting with senior-level stakeholders across CAPK
- Identify opportunities, recommend, and implement solutions for improving the overall system health by assessing overall effectiveness and efficiency
- Manage vendor relationships monitoring quality of work, resolution of issues, and expenditures
- Project management across teams/departments

Reports To

Director of Operations

Direct Reports

1. Information Systems Manager
2. IT Infrastructure Manager
3. Service Desk Lead

Career Progression

1. Assistant IT Director
2. IT Director
3. Chief Information Officer

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IT Infrastructure Manager

Recommendation

Currently CAPK's IT Manager position oversees IT operations, networks, servers and the service desk. The individual who currently holds this position has a tendency to focus on the servers, networking and cloud systems (IT infrastructure) and causes the organization to lose some ground on executing their IT roadmap and leaving CAPK employees dissatisfied with timeliness and quality of support. To better align existing IT department talents and organizational need, it is recommended that the IT Manager position be repurposed as an IT Infrastructure Manager that will be responsible for deploying and managing the organization's servers, networks and cloud systems.

Position Responsibilities

- Builds and maintains IT department infrastructure including server, network and cloud-related systems
- Maintains contracts, licenses, and budget transparency for Infrastructure related costs and manages key vendor relationships
- Supervises the Network Engineer
- Develop and maintain strong working relationships with internal Technology stakeholders
- Develop and manage deployment for user end-point environments
- Reviews appropriateness of technologies used for system components and recommends modifications and/or upgrades when necessary to keep systems operating according to organizational needs
- Develop and manage user account and IT service provisioning and de-provisioning
- Coordinates resources to install network, server and workstation software and hardware upgrades
- Assists Information Technology Administrator with the research of IT infrastructure needs and budgeting
- Communicates changes in technology and services from the IT department to the appropriate channels and personnel

Reports To

Information Technology Administrator

Direct Reports

1. Network Engineer

Career Progression

1. IT Operations Manager
2. IT Director

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Network Engineer

Recommendation

There are several infrastructure related projects that are on CAPK's IT roadmap, but they aren't getting done due to lack of focus and time. Creating a new role responsible for the day to day infrastructure management and project support would help the IT Infrastructure Manager focus on getting project plans created and executed.

Position Responsibilities

- Configure and manage organization's cloud, server and network devices and services (e.g., switches, firewalls, VPN, domain controllers, Microsoft 365)
- Perform network maintenance and system upgrades including service packs, patches, hot fixes and security configurations
- Monitor performance and ensure system availability and reliability
- Maintain, monitor and test backup and disaster recovery systems and data
- Monitor system resource utilization, trending, and capacity planning
- Provide Level-2/3 support and troubleshooting to resolve issues
- Work within established configuration and change management policies to ensure awareness, approval and success of changes made to the network infrastructure
- Create and maintain technical documentation for cloud and application environments, including network diagrams, installation and configuration procedures, troubleshooting guidelines, and operational procedures

Reports To

IT Infrastructure Manager

Direct Reports

N/A

Career Progression

1. Senior Network Engineer
2. Network Architect
3. IT Infrastructure Manager

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Service Desk Lead

Recommendation

Timely IT support is a concern for many CAPK staff and something the IT department knows it has an opportunity to improve upon. Some of this is caused by open help desk positions and some is caused by limited oversight of the service desk and formalized service SLAs. Currently the IT Manager oversees the help desk and serves as an escalation point to resolve tickets that require deep subject matter expertise. This detracts from duties the IT Manager and important job duties are left undone and incomplete. To remedy the customer service issues CAPK should create a new position responsible for leading the help desk team, creating support standards and metrics and improving the overall quality of support provided by the CAPK help desk.

Position Responsibilities

- Ensure high-quality customer service while promoting end-user satisfaction through managing the CAPK IT helpdesk and technology support process
- Maintain IT asset inventory
- Manage the help desk team and evaluate performance
- Ensure customer service is timely and accurate on a daily basis
- Recruit, train and support help desk representatives and technicians
- Set specific customer service standards
- Contribute to improving customer support by actively responding to cases and serving as an escalation point
- Establish best practices through the entire technical support process
- Follow up with customers to identify areas of improvement
- Develop daily, weekly and monthly reports on help desk team's productivity

Reports To

Information Technology Administrator

Direct Reports

1. Help Desk Specialist 1
2. Help Desk Specialist 2

Career Progression

1. Help Desk Manager
2. IT Manager

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Information Systems Manager

Recommendation

CAPKs current Information Systems Business Analyst is performing many of these duties today, but without the manager title. As the department restructures this position should be formalized and report to the new IT Administrator position. All Developer, Business Analysts and Data Specialists should report to this position.

Position Responsibilities

- Support the organizations strategic use of data to further goals and objectives related to client experience, program services deliver, grant management and fundraising
- Oversee developers, business analysts and data specialists providing overall direction and strategy in analyzing reports and data for events to ensure integration and organization amongst all programs
- Manage department budget and prioritize funds based on department and organizational goals
- Maintain efficient relationships with other department heads to determine their technology needs
- Research new business technologies and IT software to strengthen the organization's information systems
- Implement and manage projects regarding new software programs and information systems that support organizational goals and objectives

Reports To

Information Technology Administrator

Direct Reports

1. Developers
2. Business Analysts
3. Data Specialists

Career Progression

1. IT Administrator
2. IT Director

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Business Analyst

Recommendation

CAPK employees have embraced technology more now that they've seen what it can do to improve their work lives and the outcomes of the people they serve. This has sparked new ideas and requests for system functionality and results in additional requirements gathering and development. Much of this work is done by the IS manager today, but requests continue to grow and addition business analyst capacity is needed to keep up with demand and organizational growth.

Position Responsibilities

- Participate and lead analysis and design sessions to capture functional and technical requirements
- Create specifications based on requirements and communicate with developers
- Configure system based on platform best practices
- Lead sessions with users to demonstrate completed features
- Conduct system and integration testing
- Create and execute test scripts, facilitate user acceptance testing
- Train end users on the system platform
- Evaluate and identify other potential needs
- Design solutions using Dynamics 365, SharePoint, and other Microsoft stack technologies to meet needs
- Assist in research of new technologies and trends that might be impactful to CAPK
- Advise CAPK on approaches to solving business needs using Dynamics CRM or related technologies
- Provide training or assistance to CAPK staff relating to Dynamics 365 solutions

Reports To

Information Systems Manager

Direct Reports

NA

Career Progression

1. Business Analyst 1
2. Business Analyst 2
3. Senior Business Analyst
4. Project Manager

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Developer

Recommendation

Similar to the Business Analyst role, CAPK's expanded use of technology has created a new need to quickly take system design requirements and implement them into their new database and analytics strategy. Some of this is being done by the current Information Systems Manager role today, but more capacity and focus is needed on system development efforts.

Position Responsibilities

- Understand CAPK processes and facilitate Business Analysts in discovery and requirement gathering
- Work with Business Analysts to design and implement new solutions as appropriate
- Customize Microsoft Dynamics 365 environment as per requirements
- Write code for plugins and workflows in C#
- Write code for client-side scripting using JavaScript framework
- Build PowerApps Portal UI and back-end functionality as per requirements
- Build Web APIs using .Net framework for integration
- Administer CAPKs Microsoft Dynamics 365 environment and portals
- Develop and configure Azure Cloud components
- Assist Data Specialists in developing and configuring reports and dashboards using PowerBI
- Troubleshoot issues and Identify root cause for issues and take necessary actions to resolve them permanently

Reports To

Information Systems Manager

Direct Reports

NA

Career Progression

1. Senior Developer
2. Systems Architect
3. Information Systems Manager

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Data Specialist

Recommendation

CAPK has several Data Specialists that report through the organization's individual programs. Each data specialist is responsible for creating reports and dashboards that help aid in compliance, grant management and decision making at the individual program level. Some programs don't have enough capacity at this position and others have more capacity than needed in a week due to seasonality of reporting needs. At the same time, much of the data work is being done in silos, only benefiting the one program. In order to best allocate these responsibilities across the organization the Data Specialist positions should be moved into the Information Technology department and report to the Information Systems Manager. This will enable better collaboration and ensure programs get the right amount of support as they need it. Additionally, moving the Data Specialist role into the Information Technology Department gives the individuals in that role career progression opportunities that may not be available working for the programs.

Position Responsibilities

- Gather and disseminate information from diverse sources in reports to help in decision-making, grant management and compliance
- Ensure data is gathered, arranged, and maintained using CAPK standard processes and systems
- Ensure data is verified for accuracy and completeness before being used
- Collaborate with CAPK staff to analyze data looking for patterns and trends
- Work with programs to develop and track key performance indicators (KPIs)
- Train CAPK staff on reporting techniques and understanding the data

Reports To

Information Systems Manager

Direct Reports

NA

Career Progression

1. Data Specialist 2
2. Senior Data Specialist
3. Data and Analytics Manager
4. Information Systems Manager

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Where do we go from here?

- Review report with CAPK leadership team
- Determine priorities and budget for implementing new IT department structure
- Create position description and post IT Administrator job in accordance with CAPK policies
- Review resumes, refine candidates and perform interviews
- Select candidates, issue offer letter and plan onboarding
- Work with new IT Administrator to create position descriptions and job postings for other recommended positions



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Appendix

- Proposed CAPK Information Technology Department organizational chart – Microsoft Visio document

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Accountant II

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

Salary Range: Grade 11 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Responsible for the high level and complex accounting and financial reporting functions of the organization, including preparing financial statements, preparing budget to actual reports, reconciling bank accounts, and monitoring and analyzing assets, liabilities, revenue, and expenditures accounts.

SUPERVISION RECEIVED:
Receives supervision from the Accounting Administrator.

SUPERVISION EXERCISED:
None

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

Essential Job Specific Duties:
1. Manage the Abila MIP accounting software system, including understanding its capabilities and maximizing the use of its modules/application.
2. Train key management staff and division staff on effective use of the accounting software modules/applications.
3. Prepare organization-wide financial statements.
4. Prepare financial reports for grants/contracts in accordance with funding source requirements.
5. Prepare organization-wide budget to actual reports.
6. Analyze general ledger accounts for propriety and accuracy.
7. Maintain fixed assets subsidiary ledger in accordance with regulatory requirements.
8. Reconcile bank accounts monthly.
9. Analyze organization cash balances daily by grant and program.
10. Prepare U.S. Treasury cash drawdown supporting schedules.
11. Monitor expenditures on an ongoing basis to ensure that expenditures do not exceed the established budget.
12. Prepare periodic and special reports for financial, statistical, and other purposes for use by management staff.
13. Prepare annual audit schedules.
14. Provide technical support to program staff in resolving budget, financial, and reporting issue.
15. Keep the Accounting Administrator and Director of Finance informed on all accounting

and financial issues affecting grants/programs and recommend solutions for improvement.
16. Perform other financial and accounting duties as assigned.
17. Manage position control data to ensure that positions are appropriately budgeted by funding source.

Other Job Specific Duties:

1. Attend all meetings, trainings, and conferences as assigned.
2. Maintain a safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Generally accepted accounting principles.
- Applicable federal, state, and local laws, codes, and regulations.
- Organization and Finance division policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, general ledger database, and related software applications.

Ability to:

- Prepare financial statements and reports.
- Analyze financial data.
- Research and resolve accounting issues.
- Work independently.
- Coordinate work requiring constant alertness and attention to detail.
- Work under frequent time pressures and deadlines.
- Plan, organize, allocate, and control confidential data and organizational resources.
- Communicate effectively, verbally and in writing.
- Use good organizational methods and procedures.
- Establish and maintain effective working relationships, internally and externally.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in accounting, business administration, or related field.
- Minimum of five (5+) years of progressive financial accounting experience.
- Financial accounting experience in a non-profit organization or governmental entity is desirable, including familiarity with governmental accounting standards and regulations.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of live scan fingerprinting, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Accountant II			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	

26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x					

Accountant I

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

Salary Range: Grade 10 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Responsible for complex general accounting and financial reporting functions of the organization to include preparing financial statements, reconciling bank accounts, and monitoring and analyzing assets, liabilities, revenues, and expenditures accounts.

SUPERVISION RECEIVED:
Receives supervision from the Accounting Administrator.

SUPERVISION EXERCISED:
None

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

Essential Job Specific Duties:

- Prepare organization financial statements.
- Prepare financial reports for grants/contracts in accordance with funding source requirements.
- Analyze general ledger accounts for propriety and accuracy.
- Maintain fixed assets subsidiary ledger in accordance with regulatory requirements.
- Reconcile bank accounts monthly.
- Analyze organization cash balances daily by grant and program.
- Prepare U.S. Treasury cash drawdown supporting schedules.
- Monitor expenditures on an ongoing basis to ensure that expenditures do not exceed the established budget.
- Prepare periodic and special reports for financial, statistical, and other purposes for use by management staff.
- Prepare annual audit schedules.
- Provide technical support to program staff in resolving budget, financial, and reporting issues.
- Keep supervisor(s) informed on all accounting and financial issues affecting grants/programs and recommend solutions for improvement.
- Train key management staff and division staff on effective use of the accounting software applications/modules.
- Perform other financial and accounting duties as assigned.

Other Job Specific Duties:

- Attend all meetings, trainings, and conferences as assigned.
- Maintain safe and functional work environment.
- Work alternative hours as required, including nights and weekends.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Generally accepted accounting principles.
- Applicable federal, state, and local laws, codes, and regulations.
- Organization and Finance division policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, advanced spreadsheet, general ledger database, and other related software applications.

Ability to:

- Prepare financial statements and reports.
- Analyze financial data.
- Research and resolve accounting issues.
- Work independently.
- Coordinate work requiring constant alertness and attention to detail.
- Work under frequent time pressures and deadlines.
- Plan, organize, allocate, and control confidential data and organizational resources.
- Communicate effectively, verbally and in writing
- Use good organizational methods and procedures.
- Establish and maintain effective working relationships, internally and externally.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in accounting, business administration or related field.
- 3-5 years of progressive financial accounting experience.
- Financial accounting experience in a non-profit organization or governmental entity is desirable, including familiarity with fund accounting and governmental accounting standards and regulations.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of live scan fingerprinting, physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Accountant I			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x

11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x			x		

Accounts Payable Supervisor

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

Salary Grade: 10 **FLSA Status:** Exempt **Date Approved:** TBD

SUMMARY:

Under the direction of the Accounting Administrator, the Accounts Payable Supervisor will be responsible for the accounting activities to include, but not limited to, the approval and organization accounts payable activities and the execution of weekly payables tasks. Responsible for processing and general supervision of accounts payable tasks. Responsible for general guidance and training of Accounts Payable staff and processes.

SUPERVISION RECEIVED:

Receives supervision from the Accounting Administrator or Director of Finance.

SUPERVISION EXERCISED:

Accounting Technicians

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

1. Train and supervise accounts payable accounting technicians in agency policies and procedures addressing expenditures.
2. Monitor requests for payment to ensure that expenditures are approved and allowable.
3. Establish, balance, verify, adjust, and maintain accounting and fiscally related records and reports.
4. Process a variety of documents pertaining to fiscally related transactions.
5. Prepare documents to support bank transactions.
6. Process general ledger data entry transaction into the accounting system.
7. Analyze travel advances and liquidations for compliance with organization policies and procedures.
8. Allocate transactions and prepare journal entries as needed.
9. Maintain filing system for grants, contract service agreements, leases, journal entries, and other financial documents.
10. Prepare audit schedules as needed.
11. Assist in the preparation of financial schedules and reports.
12. Make complex arithmetical calculation and verify computations.
13. Aid in compiling cash receipts and general ledger supporting documentation for funding source monitors and auditors.
14. May perform accounts payable and accounts receivable functions.

15. Match purchase requisitions, purchase orders, receiving documents, and vendor invoices.
16. Receive, review, and verify financial documents and reports for accuracy and adherence to legal mandates, policies, and operational guidelines.
17. Review accuracy of coding for disbursement and receipt transactions using the established chart of accounts.
18. Prepare checks and disbursement packages.
19. Monitor and ensure that the aging of accounts payable is within the organization guidelines.
20. Reconcile vendor statements and resolve any discrepancies in a timely manner.
21. Maintain a filing system for all unpaid invoices.
22. Research and resolve any problems or inquiries associated with disbursement transactions.
23. Assist in compiling cash disbursement supporting documentation for funding source monitors and auditors.

Other Job Specific Duties

1. Attend all meetings, trainings, and conferences as assigned.
2. Maintain safe and functional work environment.
3. Work alternative hours as required.
4. Perform any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Methods, practices, and procedures of accounting and fiscally related record management systems.
- Auditing, account and fund monitoring, and reconciliation processes.
- Organization and Finance Division policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, general ledger database, and other related software applications.

Ability to:

- Perform detailed accounting functions.
- Audit, review, and prepare financial reports, records, and related summaries.
- Make mathematical calculations with speed and accuracy.
- Work under frequent time pressures or deadlines.
- Use good organizational methods and procedures.
- Communicate effectively, verbally and in writing.
- Follow instructions given by supervisor.
- Maintain effective working relationships with co-workers.

EDUCATION AND EXPERIENCE

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

- High school diploma or equivalent; AA degree in business, accounting, or equivalent work experience highly preferred.
- Minimum of two (2) years Supervisory experience or progressive responsibilities
- Five (5) years of payroll or related experience.
- Experience with ADP payroll systems (any version), ADP EZLabor or e-Time Professional desired.
- Experience working at a not-for-profit agency to include budgets, grants, detailed statistical reports, and position control desirable
- Proficient in MS Office Suite, specifically MS Excel

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and have such records filed with the State Department of Social Services.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Accounts Payable Supervisor			
Activity Hours Per Day	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	

Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

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

Payroll Specialist

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

Salary Range: Grade 8 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:

Under the supervision of the Payroll Supervisor, the Payroll Specialist is responsible for the preparation and disbursement of Agency biweekly payroll using payroll and time and attendance software. The Specialist works in a team to perform detailed administrative support work establishing and maintaining the Agency's position control system. The Payroll Specialist reviews and tracks position incumbencies and vacancies and ensures they are properly related to current and former employees as appropriate. The Payroll Specialist routinely interfaces with Agency employees and managers regarding payroll and time and attendance activities and procedures.

SUPERVISION RECEIVED:

Receives supervision from the Payroll Supervisor

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Functions and Duties:

- Work closely with Payroll Specialists, Human Resources, and the Finance Department on all payroll-related issues to ensure biweekly payrolls are processed promptly and accurately.
- Work closely with the Director of Human Resources, the Chief Financial Officer, the Director of Finance, Accountants, and delegates on issues of FTE and personnel status as they relate to position control.
- Maintains electronic and hardcopy employee demographic and pay data, and calculates and submits manual check, benefit, and accrual payout requests.
- Process time and attendance transactions utilizing Agency payroll software.
- Review computed wages and correct errors to ensure the accuracy of earnings.
- Ensure all employee position and payroll data is recorded, processed, and edited correctly within payroll software systems.
- Prepare/provide reporting from position control as needed for leadership to evaluate staffing and compensation.
- Maintain fringe benefit calculations per Agency and taxation requirements.
- Work with Finance staff to run salary projections and reconcile position information.
- Extract and transform data from various systems sufficient to complete accurate uploads into various software tools; build tracking systems/spreadsheets to analyze data.

- Maintain accurate payroll records and employee payroll files, including manual check log and reconciliation of payroll accounts.
- Maintain and update fiscal year position budgets.
- Support Human Resources to ensure accurate benefit deductions and record keeping, including share of cost reconciliation.
- Define and review personnel data with program managers of all Agency programs to confirm HR and position control system accuracy.
- Reconcile payroll transactions in support of Agency general ledger activity.
- Compile documents to support banking, employee benefit transactions, and audit processes.
- Support administration of tax-deferred annuity and employer-paid pension plan; ensures accurate and timely contributions are submitted per Agency policy and procedure and plan design.
- Review and audit master file and pay data entries, YTD totals, and file amendments.
- Prepare various payroll, allocation, tax, and management reports, journal entries, and workers' compensation summaries.
- Monitor Finance department-provided budgets and costs of all Agency approved positions, including unfilled positions.
- Review and process wage garnishments, deductions, and benefit accruals.
- Maintain filing system for labor costs, post-payroll journal entries, and other financial documents.
- Support funding source and internal audit activities as needed.
- Routinely interface with Agency employees and managers providing accurate and timely feedback regarding all payroll inquiries.
- Process manual checks as requested by Human Resources.
- Maintain employee confidence and protect operations by keeping information confidential.
- Assist in the completion of mandatory reporting (example: EEO, Economic Census, Multiple Worksite reporting, and reporting required to complete internal audit functions).

Other Job Specific Duties:

- Attend all meetings, training, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Perform any other like duties and special projects as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Organization and Human Resource Division policies and procedures.
- General payroll practices.
- Modern office practices, methods, procedures and equipment, including computers.
- Word processing, spreadsheet, and human resources and payroll processing systems (ADP or other).

Ability to:

- Work independently, under frequent time pressures or deadlines and manage work time effectively.
- Use good organizational methods and procedures.
- Communicate effectively, verbally, and in writing.
- Maintain effective working relationships with co-workers.
- Listen and communicate (written and verbal) with excellent grammar, spelling and proofreading skills to all levels of Agency.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent; AA degree in business, accounting or equivalent work experience highly preferred.
- Three (3) years of payroll or related experience.
- Experience with HRIS and position control systems.
- Certified Payroll Professional Certification required within one year of assuming the position.
- Experience with ADP payroll systems (any version), ADP EZLabor or e-Time Professional desired.
- Experience working at a not-for-profit agency to include budgets, grants, detailed statistical reports, and position control
- Proficient in MS Office Suite, specifically MS Excel.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.
- Must be fingerprinted and have such records filed with the Department of Justice

WORK ENVIRONMENT:

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

- Work is primarily performed indoors.
- Noise level is quiet to moderate. Work is in an open office environment with persistent conversation and interruption.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Payroll Specialist			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

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

Payroll Supervisor

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

Salary Grade: Grade 10 **FLSA Status:** Exempt **Date Approved:** TBD

SUMMARY:

Under the direction of the Payroll/HRIS Administrator, the Payroll Supervisor will be responsible for the preparation and disbursement activities of the payroll team, to include, but not limited to, oversight of the biweekly payroll process and ensuring payroll time and attendance software is maintained accurately. The Payroll Supervisor will routinely provide direction to Agency employees and managers regarding timekeeping procedures and will be responsible for payroll review and reconciliation. In addition, the Payroll Supervisor oversees the organization's data maintenance and reporting requirements of position control and supports accountants and Finance and Human Resource Department leadership in budget to actual cost reporting and tracking position vacancies. A thorough understanding of Agency employee policies and how to apply them to payroll timekeeping is required.

SUPERVISION RECEIVED:

Receives supervision from the Payroll/HRIS Administrator or Chief Financial Officer.

SUPERVISION EXERCISED:

Payroll Specialists

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

1. Train and supervise payroll specialists in agency policies and procedures addressing payroll and position control.
2. Monitor timekeeping data to ensure payroll is processed accurately and with sufficient justification to meet audit requirements.
3. Verify, adjust, balance, and maintain payroll, position control, and fiscally related records and reports.
4. Assure the completion of mandatory reporting (example: EEO, Economic Census, Multiple Worksite reporting, and reporting required to complete internal audit functions).
5. Maintain a general ledger data reporting tool and ensure it is compatible with entry transaction into the accounting system.
6. Analyze supplemental and stipend pay requests for compliance with organization policies and procedures and ensure they are paid and terminated as specified.
7. Allocate payroll transactions and prepare support for journal entries as needed.

8. Assist the Chief Financial Officer or designee with staffing projections and allocations to funding sources.
9. Ensure integrity, compliance, and accuracy of information by maintaining knowledge of Agency policies, procedures, Union contracts, and federal and state regulations.
10. Supervise maintenance of the filing system for payroll records, ensuring documentation can be easily retrieved for audit and accountability purposes.
11. Participate in and provide direction to payroll specialists for preparing auditor requests as needed.
12. Review computed wages and correct errors to ensure the accuracy of earnings.
13. Maintain fiscal year position budgets annually and update them from year to year.
14. Monitors budgets and costs of all Agency approved positions, including unfilled positions.
15. Oversee fringe benefit calculations per Agency and taxation requirements.
16. Perform payroll and timecard record reviews on a biweekly basis.
17. Be present and available to provide direction during the biweekly payroll submission process. Must delegate or assume Payroll Specialist responsibilities to complete payroll submission on time if required.
18. Ensure accurate payroll records and employee payroll files, including manual check log and reconciliation of payroll accounts.
19. Receive, review, and verify payroll documents and reports for accuracy and adherence to legal mandates, policies, and operational guidelines.
20. Maintain strict confidentiality of employee data and pay records.
21. Oversee and ensure compliance with employee garnishment requirements.
22. Prepare manual check requests and ensure timely delivery of prepared payments to HR.
23. Support administration of tax-deferred annuity and employer-paid pension plan ensuring accurate and timely contributions are submitted per Agency policy and procedure and plan design.
24. Review and ensure proper completion of master file and pay data entries, YTD totals, and file amendments.
25. Oversee preparation of various payroll, allocation, tax, and management reports, journal entries, and workers' compensation summaries.
26. Routinely interface with Agency employees and managers, provide accurate and timely feedback regarding all payroll inquiries, and define and review personnel budget and actuals data with programs to confirm position control system accuracy.
27. Regularly monitor and assess payroll staff performance and provide verbal and written feedback as required.

Other Job Specific Duties

1. Attend all meetings, training, and conferences as assigned.
2. Maintain a safe and functional work environment.
3. Work alternative hours as required.
4. Perform any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Organization, Finance Division, and Human Resource Division policies and procedures.
- Payroll auditing and reconciliation processes.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, human resources, and payroll systems (ADP or other).

Ability to:

- Supervise effectively and work independently, under frequent time pressures or deadlines and manage the work time of others.
- Audit, review, and prepare payroll reports, records, and related summaries.
- Make mathematical calculations with speed and accuracy.
- Work under frequent time pressures and deadlines.
- Use good organizational methods and procedures.
- Communicate effectively, verbally, and in writing.
- Follow instructions given by the supervisor.
- Maintain effective working relationships with co-workers and subordinates.

EDUCATION AND EXPERIENCE

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

- High school diploma or equivalent; AA degree in business, accounting, or equivalent work experience highly preferred.
- Minimum of two (2) years Supervisory experience or progressive responsibilities
- Five (5) years of payroll or related experience.
- Certified Payroll Professional Certification is required within one year of assuming the position.
- Experience with ADP payroll systems (any version), ADP EZLabor or e-Time Professional desired.
- Experience working at a not-for-profit agency to include budgets, grants, detailed statistical reports, and position control desirable
- Proficient in MS Office Suite, specifically MS Excel

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of live scan, physical, substance abuse screening, TB, and all required vaccinations.
- Must be fingerprinted and have such records filed with the Department of Justice

WORK ENVIRONMENT

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Payroll Supervisor			
Activity Hours Per Day	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

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

Drafting/GIS Specialist

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

Salary Range: 10 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Under the general direction of the Director of Operations, the Drafting Specialist is responsible for coordinating space planning, alteration, schematic maintenance, develops and maintains all facets of Geographic Information System (GIS); performs spatial analytical work; performs database manipulation; develops and maintains standards for base map and associated layers, and develops custom informational maps.

SUPERVISION RECEIVED:
Receives supervision from the Director of Operations

SUPERVISION EXERCISED:
None

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

A. Essential Job Specific Duties:

1. Knowledge of Autodesk Revit or other Building Information Modeling (BIM) applications.
2. Produce finished plans and drawings from rough sketches, diagrams, and field notes; assist with mathematical calculations of quantities and costs; prepare clear and accurate notes, diagrams, drawings, and reports.
3. Ability to field verify conditions and understand of basic methods and means of construction.
4. Uses Architectural CAD software to produce floor plan and remodeling plans; designs computer-generated displays, charts, and graphs; develops spreadsheets and word processing for budgetary and file management tasks.
5. In coordination with the Director of Operations plans relocations, alterations, modifications or construction of facilities or related needs.
6. Assist with developing project scopes for bidding purposes.
7. Knowledge of: GIS products, techniques, procedures, and concepts; at least two of the following GIS programs: ArcGIS, ArcGIS Server, or other GIS Application (such as Intergraph, GeoMedia, or MapInfo).
8. Basic knowledge of or ability to learn one or more of the following programming languages: Visual Basic, VBA, VB.NET, C#.NET, C++, or a scripting language (such as python or VB script); SQL (Structured Query Language).
9. Meet with users to define data needs, project requirements, required outputs, or to develop applications.
10. Compile geographic data from a variety of sources including censuses, field observation, satellite imagery, aerial photographs, and existing maps.

B. Other Job Specific Duties:

1. Attends all meetings, training, and conferences as well as provides training as assigned.
2. Maintains a safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.
4. Is proactive in the effort to recruit and enroll families that qualify for Partnership programs.
5. Performs any other like duties as assigned or as needed.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures
- Applicable federal, state, and local laws, codes, and regulations
- Departmental policies and procedures
- Modern office practices, methods, procedures, and equipment including computers
- Word processing, spreadsheet, database, and other related software applications

Ability to:

- Solve problems independently, effectively, and efficiently.
- Deal with conceptual matters.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively verbally and in writing
- Demonstrate good interpersonal skills.
- Attend evening and weekend meetings.
- Effectively present program to the public.
- Work independently with little direction; meet schedules and timelines.
- Plan, develop, and present mixed media presentations.
- Write creatively and clearly for general and specialized audiences.
- Maintain and organize a variety of files, records, and logs.
- Supervise employees professionally to achieve their goals and be self-motivating.
- Plan and organize work; compose clear, concise reports and recommendations.
- Analyze situations accurately and adopt an effective course of action.

EDUCATION AND EXPERIENCE:

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

- High School Diploma or G.E.D. equivalent and four years of experience in computer-aided drafting, or two years of college course work in computer-aided drafting and two years of hands-on work experience in related field
- Any equivalent combination of education, training and experience which provides the capabilities to perform the described duties

OTHER REQUIREMENTS

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.
- Successful completion of physical, substance abuse screening, TB and substance abuse

screening and all required vaccinations
- Must be fingerprinted and pass pre-employment background check

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Drafting/GIS Specialist			
Activity Hours Per Day	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	

26-50 lbs		x			x	
51-75 lbs	x			x		
76-100 lbs	x			x		
100+ lbs	x					

Information Systems (IS) Developer

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

Salary Range: Grade 10 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Under the supervision of the Information System Manager, the Information Systems (IS) Developer will be responsible for taking system design requirements and implementing them into the database and analytics strategy.

SUPERVISION RECEIVED:
Receives supervision from the Information Technology Manager

SUPERVISION EXERCISED:
None

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

A. Essential Job Specific Duties:

1. Understand CAPK processes and facilitate Business Analysts in discovery and requirement gathering.
2. Work with Business Analysts to design and implement new solutions as appropriate.
3. Customize Microsoft Dynamics 365 environment as per requirements.
4. Write code for plugins and workflows in C#.
5. Write code for client-side scripting using JavaScript framework.
6. Build PowerApps Portal UI and back-end functionality as per requirements.
7. Build Web APIs using .Net framework for integration.
8. Administer CAPKs Microsoft Dynamics 365 environment and portals.
9. Develop and configure Azure Cloud components.
10. Assist Data Specialists in developing and configuring reports and dashboards using PowerBI.
11. Troubleshoot issues and Identify root cause for issues and take necessary actions to resolve them permanently.

B. Other Job Specific Duties:

1. Attends all meetings, trainings, and conferences as assigned.
2. Maintains safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.
4. Is proactive in the program effort to recruit and enroll families that qualify for Partnership programs.
5. Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions
- Operations management principles in complex environments
- Information resource development and access of complex information systems
- Agency policies and procedures
- Applicable federal, state, and local laws, codes, and regulations
- Departmental policies and procedures
- Modern office practices, methods, procedures, and equipment including computers
- Word processing, spreadsheet, database, and other related software applications

Ability to:

- Ability to deal with conceptual matters
- Ability to communicate effectively
- Good interpersonal skills.
- Willingness to attend evening and weekend meetings
- Effectively present program to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Prioritize, stay organized and manage deadlines in a fast-paced environment.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in Business or Public Administration, Information Technology, Computer Science or a technology related field from an accredited college or university and/or equivalent work experience in areas outlined above.
- 5-7 years of experience managing a technology related operation

OTHER REQUIREMENTS

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.
- Must be fingerprinted and pass pre-employment background check
- Successful completion of physical, substance abuse screening, TB and all required vaccinations

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

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

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75lbs	x			x		
76-100lb	x			x		
101lbs	x					

Information Technology Administrator

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

Salary Range: Grade 12 **FLSA Status:** Exempt **Date Approved:** TBD

SUMMARY:

Under the supervision of the Director of Operations, the Information Technology Administrator will be responsible for working with CAPK leaders and other key technology stakeholders to understand and address the organization's IT needs. and create a roadmap that will help the organization execute its strategic plan This includes managing the upgrade and installation of new hardware and software, perform troubleshooting to address any problems with computer systems, create and manage the use of backup and retrieval systems, assess viruses and potential threats to the agency network.

SUPERVISION RECEIVED:

Receives supervision from the Director of Operations

SUPERVISION EXERCISED:

Information Technology Infrastructure Manager and Information Systems Manager

DUTIES AND RESPONSIBILITIES:

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

A. Essential Job Specific Duties:

1. Participate in and contribute to regular strategic planning activities related to programming and business priorities to develop and align technology effectively
2. Develop and enhance the technology roadmap policy and process procedures to ensure scalable, repeatable, and predictable delivery of IS and IT services
3. Creates and maintains processes and standards for selection, implementation, and support of IS and IT systems
4. Ensures smooth delivery and operation of IT services by monitoring systems performance
5. Identify, recommend, and implement new technology solutions to solve ongoing IT related shortcomings by consulting with CAPK leadership and senior-level stakeholders
6. Identify improvement opportunities, recommend, and implement solutions for the overall system health by assessing effectiveness and efficiency
7. Manage vendor relationships by monitoring quality of work, resolution of issues, and expenditures
8. Project management across teams/departments
9. Responsible for the implementation of internal and external reporting systems and procedures for monitoring results
10. Provide leadership by example and maintain quality work standards

B. Other Job Specific Duties:

1. Attends all meetings, trainings, and conferences as assigned.
2. Maintains safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.
4. Is proactive in the program effort to recruit and enroll families that qualify for Partnership programs.
5. Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions
- Operations management principles in complex environments
- Information resource development and access of complex information systems
- Agency policies and procedures
- Applicable federal, state, and local laws, codes, and regulations
- Departmental policies and procedures
- Modern office practices, methods, procedures, and equipment including computers
- Word processing, spreadsheet, database, and other related software applications

Ability to:

- Ability to deal with conceptual matters
- Ability to communicate effectively verbally and in writing
- Demonstrate good interpersonal skills.
- May be required to attend evening and weekend meetings
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Work independently and make clear presentations of ideas and recommendations.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in Business or Public Administration, Information Technology, Computer Science or a technology related field from an accredited college or university and/or equivalent work experience in areas outlined above.
- Seven (7) years of experience managing a technology related operation
- Experience in budget oversight preferred
- Minimum of two (2) years of experience in a management position requiring supervision of staff preferred

OTHER REQUIREMENTS

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.

- Must be fingerprinted and pass pre-employment background check
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

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

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**

0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75lbs	x			x		
76-100lb	x			x		
100lbs+	x					

Information Technology Infrastructure Manager

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

Salary Range: Grade 11 **FLSA Status:** Exempt **Date Approved:** TBD

SUMMARY:

Under the supervision of the IT Administrator, the Information Technology Infrastructure Manager will be responsible for deploying and managing the organization's servers, networks, and cloud systems.

SUPERVISION RECEIVED:

Receives supervision from the Information Technology Administrator

SUPERVISION EXERCISED:

Information Technology Network Engineer

DUTIES AND RESPONSIBILITIES:

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

A. Essential Job Specific Duties:

1. Builds and maintains IT department infrastructure including server, network and cloud-related systems
2. Maintains contracts, licenses, and budget transparency for Infrastructure related costs and manages key vendor relationships
3. Responsible for supervision of staff to ensure that service commitments are met
4. Ensure that staff are trained on emerging trends, technologies and security enhancements
5. Develop and maintain strong working relationships with internal Technology stakeholders
6. Develop and manage deployment for user end-point environments
7. Reviews appropriateness of technologies used for system components and recommends modifications and/or upgrades when necessary to keep systems operating according to organizational needs
8. Develop and manage user accounts and IT service provisioning and de-provisioning
9. Coordinates resources to install network, server and workstation software, and hardware upgrades
10. Assists Information Technology Administrator with the research of IT infrastructure needs and budgeting
11. Communicates changes in technology and services from the IT department to the appropriate internal and external stakeholders

B. Other Job Specific Duties:

1. Attends all meetings, trainings, and conferences as assigned.

2. Maintains safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.
4. Is proactive in the program effort to recruit and enroll families that qualify for Partnership programs.
5. Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions
- Operations management principles in complex environments
- Information resource development and access of complex information systems
- Agency policies and procedures
- Applicable federal, state, and local laws, codes, and regulations
- Departmental policies and procedures
- Modern office practices, methods, procedures, and equipment including computers
- Word processing, spreadsheet, database, and other related software applications

Ability to:

- Ability to deal with conceptual matters
- Ability to communicate effectively
- Good interpersonal skills.
- Willingness to attend evening and weekend meetings
- Effectively present program to the public.
- Establish professional working relationships with staff, agencies, and parents.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in Business or Public Administration, Information Technology, Computer Science or a technology related field from an accredited college or university and/or equivalent work experience in areas outlined above.
- Seven (7) years of experience managing a technology related operation, including supervision of staff.

OTHER REQUIREMENTS

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.
- Must be fingerprinted and pass pre-employment background check
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

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

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75lbs	x			x		

76-100lb	x			x		
100lbs+	x					

Network Engineer

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

Salary Range: Grade 10 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Under the supervision of the Information Technology Infrastructure Manager, the Network Engineer will be responsible for the day-to-day infrastructure management and project support to help the IT Infrastructure Manager focus on getting project plans created and executed.

SUPERVISION RECEIVED:
Receives supervision from the Information Technology Infrastructure Manager

SUPERVISION EXERCISED:
None

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

A. Essential Job Specific Duties:

1. Configure and manage the organization's cloud, server and network devices and services (e.g., switches, firewalls, VPN, domain controllers, Microsoft 365)
2. Perform network maintenance and system upgrades including service packs, patches, hotfixes, and security configurations
3. Monitor performance and ensure system availability and reliability
4. Maintain, monitor, and test backup and disaster recovery systems and data
5. Monitor system resource utilization, trending, and capacity planning
6. Provide Level-2/3 support and troubleshooting to resolve issues
7. Work within established configuration and change management policies to ensure awareness, approval and success of changes made to the network infrastructure
8. Create and maintain technical documentation for cloud and application environments, including network diagrams, installation, and configuration procedures, troubleshooting guidelines, and operational procedures

B. Other Job Specific Duties:

1. Attends all meetings, trainings, and conferences as assigned.
2. Maintains safe and functional work environment.
3. Work alternative hours as required, including nights and weekends.
4. Is proactive in the program effort to recruit and enroll families that qualify for Partnership programs.
5. Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current computer and networking technology solutions
- Operations management principles in complex environments
- Information resource development and access of complex information systems
- Agency policies and procedures
- Applicable federal, state, and local laws, codes, and regulations
- Departmental policies and procedures
- Modern office practices, methods, procedures, and equipment including computers
- Word processing, spreadsheet, database, and other related software applications

Ability to:

- Ability to deal with conceptual matters
- Ability to communicate effectively
- Good interpersonal skills.
- Willingness to attend evening and weekend meetings
- Effectively present program to the public.
- Establish professional working relationships with staff, agencies, and parents.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in Business or Public Administration, Information Technology, Computer Science or a technology related field from an accredited college or university and/or equivalent work experience in areas outlined above.
- Seven (7) years of experience managing a technology related operation

OTHER REQUIREMENTS

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout
- Must be fingerprinted and pass pre-employment background check
- Successful completion of physical, substance abuse screening, TB and all required vaccinations

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

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

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

MEMORANDUM

To: Personnel Committee

From: Wilfredo Cruz, Energy Program Administrator

Date: November 8, 2022

Subject: *Agenda Item 4(f):* Energy Program Assistant Job Description – **Action Item**

The Energy Program is concurrently working on five (5) different contracts. We anticipate receiving the DOE BIL at the beginning of next year as well. The total of our five current contracts is approximately $28.3 million. If granted the DOE BIL contract for $5.3 million, that would bring our total contract amount to approximately $33.6 million.

To meet the demands of these contracts, we are seeking approval to recruit a new Energy Program Assistant to assist our Weatherization Team. The job description is included with this memo and is being presented to the Committee for approval. This position will work alongside our weatherization crews, warehouse, and finance teams. The position will assist in maintaining weatherization databases and project management software to ensure compliancy with state and federal contracts. The position will work directly with the Weatherization Manager to ensure our clients are being served without unnecessary delays.

The Energy Program staff worked with Human Resources to create a new job description to reflect the duties and responsibilities of the Energy Program Assistant. The Energy Program Assistant position was pointed at Grade 4 by Human Resources.

Grade 4	Min	Mid	Max
Energy Program Assistant	15.00	17.48	20.09

In the current fiscal year, funding for this position will be supported by the 2022 LIHEAP contract. The budget impact for this year will be approximately $3,044. Next year, the budget impact will be approximately $37,000, and the positions will be supported by the 2022 and 2023 LIHEAP contracts.

Our work connects to CAPK's mission and Strategic Goal 3, which is advancing economic empowerment and financial stability for low-income people in the community we serve as we are advocating for the low-income community of Kern County who often struggle with the inability to weatherize their homes and pay high energy bills.

Recommendation:
Staff recommends approval of the Energy Program Assistant job description and compensation at Grade 4.

Attachment:
Energy Program Assistant Job Description

Program Assistant - Energy

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

Salary Range: Grade 04 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Under the supervision of the Weatherization Manager, the Program Assistant is responsible for assisting the Weatherization department with maintaining Weatherization databases and project management software to ensure compliancy with state and federal contracts.

SUPERVISION RECEIVED:
Receives direct supervision from Weatherization Manager

SUPERVISION EXERCISED:
None.

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

Essential Job Specific Duties:

1. Assist in updating and maintaining Weatherization database and project management software used by the Energy program.
2. Coordinate with the Weatherization Manager to review job proposals and purchase orders to make sure they are completed in a timely manner.
3. Monitoring tracking of on-going Weatherization jobs to confirm completion of jobs.
4. Coordinate with Energy Finance Team to keep track of opened and closed purchase orders.
5. Maintain work in progress sheets to assist Weatherization team with project management.
6. Ensure Weatherization forms and files are updated and in compliance with state and federal guidelines.
7. Maintain constant communication with Installers, Assessors, and Inspectors to ensure necessary data is entered into project management software appropriately.
8. Assist in monitoring project management supply cost list for reporting purposes and tracking of weatherization project expenses.
9. Verify all measures are entered into project management software from applicable Weatherization CSD Forms.
10. Maintain constant communication with subcontractors to eliminate barriers and delays for Weatherization projects.
11. Assists with data collection, data entry, and preparing and submitting reports.
12. Provides technical support to staff regarding project management software.
13. Update various worksheets for work in progress.

Other Job Specific Duties:

1. Attend meetings, trainings, and professional growth activities.
2. Work alternative hours as required, including nights and weekends.
3. Perform any other like duties as assigned.

4. Is proactive in the effort to make sure there are no delays on Weatherization projects.
5. Other related duties, as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Departmental policies and procedures.
- Modern office procedures and equipment, including computers.
- Intermediate use of Microsoft Word and Excel.
- Word processing and related software applications.
- Basic bookkeeping.

Ability to:

- Work independently.
- Prepare clear and concise reports.
- Exercise sound, independent judgment within general policy guidelines.
- Communicate effectively, verbally and in writing.
- Demonstrate accuracy and attention to detail.
- Operate and use modern office equipment.
- Effectively organize and prioritize assigned work.
- Establish and maintain professional working relationships with staff, agencies and clients.
- Problem solve effectively and efficiently.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent.
- Two (2) years of general clerical experience.
- Two (2) years of experience using MS Word and Excel.
- Ability to type 35 wpm and perform data entry.

OTHER REQUIREMENTS:

- Bilingual language fluency (English/Spanish) desirable
- Must be fingerprinted and pass pre-employment background check.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.
- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION: Program Assistant-Energy			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		

Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

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

MEMORANDUM

To: Personnel Committee

From: Laura Porta, Migrant Childcare Program Administrator

Date: November 8, 2022

Subject: *Agenda Item 4(g)*: Migrant Childcare Program New Staff Positions and Organizational Chart – **Action Item**

The CAPK Migrant Childcare Program (MCAP) administration continues to revise our program's organizational chart to include key positions identified as necessary to efficiently expand our operations, and absorb the workload associated with the growth of our program. MCAP's contract amount increased by $17.8 million dollars for a total contract amount of $27.4 million for the current FY.

This expansion requires that we maintain a strong presence in our communities to reach more families and reinforce our quality assurance efforts to ensure our program remains compliant with all regulatory mandates. We request the approval of one (1) Outreach technician and one (1) Quality Assurance Specialist position. These positions will provide the necessary support in outreach, community engagement, and quality assurance efforts.

In managing the expansion of our program, we have continued to work with Human Resources (HR) and our Finance Department to ensure our current budget can sustain this expense. Funding for these positions is included in the current FY 2022-2023 revised contract amount for CAPK-MCAP from the California Department of Social Services (CDSS). The impact on the CAPK-MCAP budget is projected to be sustainable.

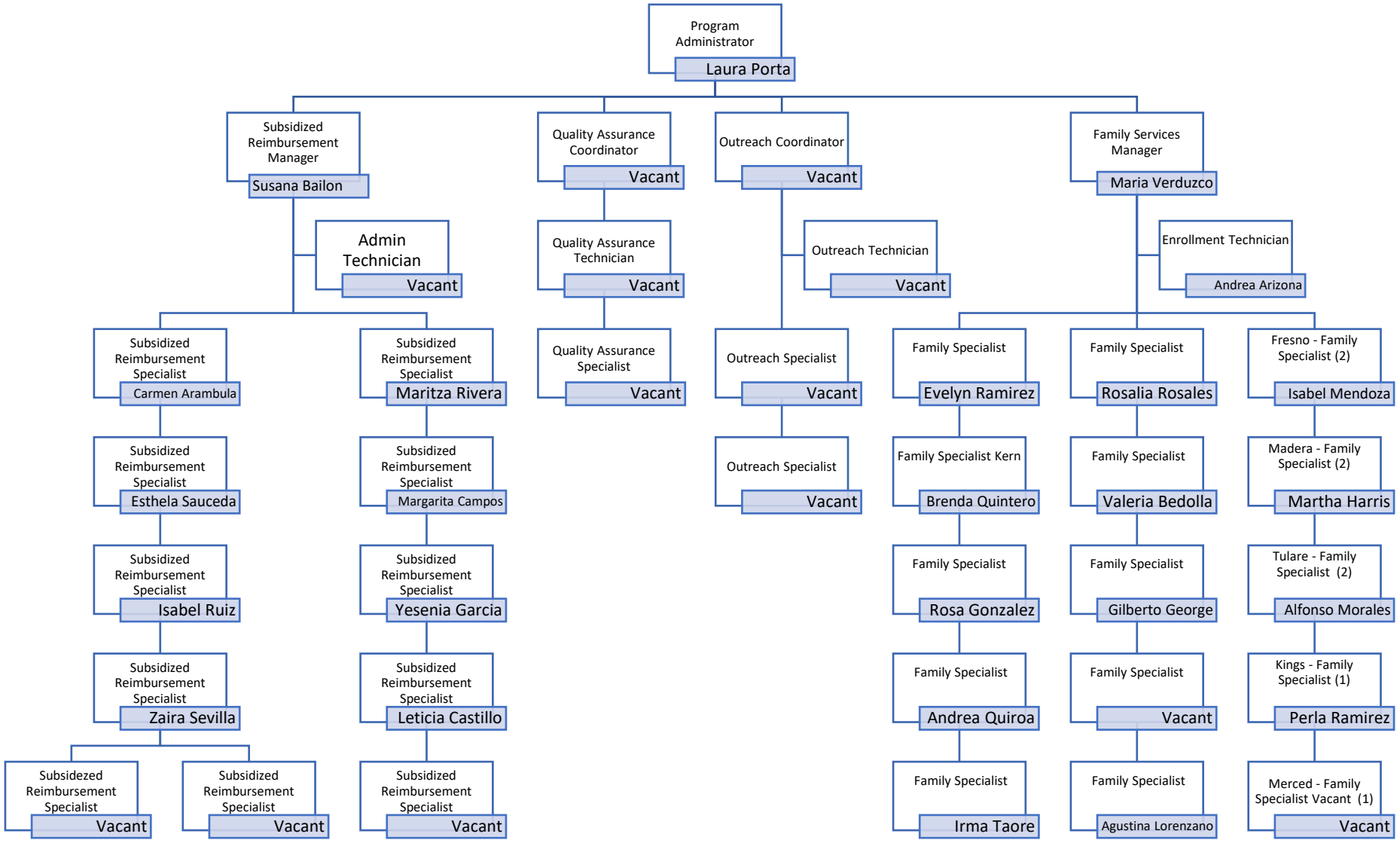
HR staff has reviewed, pointed, and graded the new job descriptions and both are being presented to the Committee for approval. The presented job descriptions align with the current CAPK Strategic Goal #4: CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results. It also supports the sustainability of CAPK MCAP Program growth. The next step will be the approval of the revised MCAP Organizational Chart and the job descriptions for the Outreach Coordinator and the Outreach Specialist.

Recommendation:
Staff recommends approval of the updated CAPK MCAP organizational chart and the job descriptions for the Outreach Coordinator and The Outreach Specialist.

Attachments:
Revised Migrant Childcare Program Organizational Chart
MCAP Outreach Coordinator
MCAP Outreach Specialist

Migrant Childcare Alternative Payment Program (MCAP)

Division: Health & Nutrition **Director: Susana Magana**



Revised Nov 22

Outreach Technician

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

Salary Range: Grade 6 **FLSA Status:** Non-Exempt **Date Approved:**

SUMMARY: Under the supervision of the Outreach Coordinator, the Outreach Technician is responsible for supporting MCAP's community outreach and family enrollment activities. This includes participating in outreach activities, community events and program presentation activities to reach and enroll eligible families for services.

SUPERVISION RECEIVED:
Receives supervision from the Outreach Coordinator

SUPERVISION EXERCISED:
None.

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

A. Essential Job Specific Duties:
- Educates families on program requirements and collects pre-applications for services.
- Prepares for and participates in all assigned outreach activities.
- Perform appropriate education and outreach activities to ensure eligible families and target population is reached.
- Participates in outreach activities and supports outreach efforts of all MCAP service areas (Merced, Madera, Kings, Fresno, Tulare, and Kern County).
- Effectively collaborate with program departments to ensure a seamless process from initial family contact to enrollment.
- Maintain accurate records of all outreach activities.

B. Other Job Specific Duties:
- Participates and conducts outreach activities, and attends meetings, and trainings as assigned.
- Works alternative hours as required, including nights and weekends.
- Is proactive in the effort to recruit and enroll families that qualify for the CMAP Program.
- Performs other like duties as assigned.

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

Knowledge of:
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Current problems of socially and economically challenged families.

- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.

Ability to:
- Plan, prioritize, and organize workload.
- Work independently within scope of authority
- Recommend changes to offices procedures, as appropriate.
- Exercise sound, independent judgment within the programs policies & procedures and State mandates/regulations
- Communicate effectively, verbally and in writing fluently in both English and Spanish
- Effectively present program information to the public in small and large group settings
- Demonstrate good interpersonal skills
- Demonstrate excellent customer service
- Operate and use modern office equipment including computer, copier, scanners etc.
- Establish professional working relationships with staff, agencies, and parents.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent.
- One (1) year experience working with various socio-economic populations, farm working population migrant farm working population, social services, family education, or related field.
- One (1) year experience working with the public, outreaching, marketing, or educating the public on available services and resources.
- Any equivalent combination of education, training, and/or experience that will provide the capabilities to perform the described duties.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and pass pre-employment background check
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.
- **Bilingual language fluency (English/Spanish) required.**

WORK ENVIRONMENT:

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

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

PHYSICAL DEMANDS:

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

POSITION: Outreach Technician			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

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

Quality Assurance Specialist

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

Salary Range: Grade 8 **FLSA Status: Non**-Exempt **Date Approved:**

SUMMARY: Under the supervision of the Quality Assurance Coordinator, the Quality Assurance Specialist is responsible for conducting monthly program compliance review activities and data collection. This includes the ongoing review of family files, provider files and general family and childcare provider file reviews, data collection, and reporting. The quality assurance specialist assists with the completion of the annual report submission and assists in maintaining compliance with applicable CMAP contract requirements, Title V state regulations, DSS directive, The State Contract Monitoring Review process, Community Care Licensing, federal and state regulations, and program policies, procedures, and best practices.

SUPERVISION RECEIVED:
Receives supervision from the Quality Assurance Coordinator

SUPERVISION EXERCISED:
None.

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

A. Essential Job Specific Duties:
- Assist in the development and implementation of a comprehensive and effective compliance monitoring process, reports, checklists, and monitoring schedules.
- Responsible for completing monthly compliance reviews and work quality verification and evaluation of all program service areas (Merced, Madera, Kings, Fresno, Tulare, and Kern County) as directed.
- Participates in the collection of program review data and provides insight on MCAP's ongoing training needs.
- Submits monthly reports, as required.
- Participates in the submission of program monthly and annual reports.
- Assist in the development of customer satisfaction annual survey, compiles, and reports on survey findings.
- Assists in compiling yearly reporting data for CSBG and agency annual report.
- Assists in the through and timely submission of MCAP's Program Self Evaluation.
- Maintains accurate records of all quality assurance and monitoring activities.
- Work collaboratively to communicate and maintain quality work standards

B. Other Job Specific Duties:
- Participates in outreach activities, meetings, and trainings as assigned.
- Works alternative hours as required, including nights and weekends.
- Is proactive in the effort to recruit and enroll families that qualify for the CMAP Program.
- Performs other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Current problems of socially and economically challenged families.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.

Ability to:

- Plan, prioritize, and organize workload.
- Work independently within scope of authority
- Recommend changes to offices procedures, as appropriate.
- Prepare clear and concise workload reports.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills
- Demonstrate excellent customer service
- Operate and use modern office equipment including computer, copier, scanners etc.
- Proficiently work with word processing, spreadsheets, database, and related software applications
- Work with accuracy and attention to detail
- Demonstrate strong organizational skills and close attention to detail.

EDUCATION AND EXPERIENCE:

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

- AA degree in business, social work, child development or psychology or closely related field from an accredited college or university. Experience may be considered on a year per year basis for education.
- Two (2) year of working with various socio-economic populations, farm working population migrant farm working population, social services, family education, or related field.
- Two (2) years' experience in any area with emphasis on promoting services, outreaching, marketing, or educating the public on available services and resources.
- Any equivalent combination of education, training, and/or experience that will provide the capabilities to perform the described duties.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and pass the pre-employment background check.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.
- **Bilingual language fluency (English/Spanish) required.**

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION: Quality Assurance Specialist			
Activity **Hours Per Day**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting			x
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)		x	
Pushing & Pulling (left hand)		x	
Reaching (above shoulder level)		x	
Reaching (below shoulder level)		x	

	LIFTING			CARRYING		
	NEVER 0 HOURS	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
0-10 lbs			x			x
11-25 lbs		x			x	
26-50 lbs		x			x	
51-75 lbs	x			x		

76-100 lbs	x			x		
100+ lbs	x					

MEMORANDUM

To: Personnel Committee

From: Rebecca Moreno, Director of Community Development

Date: November 8, 2022

Subject: *Agenda Item 4(h)*: Updated Job Description for M Street Navigation Center: Homeless Services Shelter Worker - **Action Item**

The M Street Navigation Center is requesting approval of the updated job description for the Homeless Services Shelter Worker. After operating the low barrier navigation center for over two years and with the addition of the Safe Camping/Parking projects, we have identified the need to include additional responsibilities and requirements. The updated job description was approved by Human Resources and was pointed at a grade 3 (previously a grade 2) in the CAPK compensation schedule.

The M Street leadership has been working with HR and the County's CAO's office to promote staff retention and ensuring that the great work the M Street Navigation staff have done continues. A proposed Personnel Budget with the reclassifications was sent to the CAO's office for approval. The proposed changes would increase the annual staffing budget of $922,722.88 to $944,937.28, which is an increase of 2.4%.

This agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #4, Objective 4.2 to increase employee engagement, morale, and retention.

Recommendation

Staff recommends that the Personnel Committee approve the Homeless Services Shelter Worker Description.

Attachment:
Homeless Service Shelter Worker Job Description
Personnel Budget 2022-2023

Homeless Services Shelter Worker

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

Salary Range: Grade 03 **FLSA Status:** Non-Exempt **Date Approved:**

SUMMARY:

Under the direction of the Homeless Services Program Manager, identifies and provides social services to homeless individuals at the M Street Shelter and Safe Parking Encampment. Works collaboratively with operations staff, providers, and volunteers.

SUPERVISION RECEIVED:

Homeless Services Operations Manager

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Identifies and provides direct services to homeless individuals at the M Street Navigation Center and Safe Camping/Parking around the clock. Services may include intake, assessment, information and referral, distribution of needed basic supplies, as well as on-site client supervision
- Works with security, emergency services personnel (law enforcement and paramedics, etc.) as well as shelter providers, e.g., medical and mental health personnel.
- Performs client sign-in and data collection process and maintains appropriate program attendance records and other records as required.
- Works with shelter staff, volunteers, and multiple service providers to enhance, augment, and coordinate service delivery to program clients.
- May be required to assist security with screening clients for entry to homeless programs, including identifying inappropriate behavior, checking for possession of weapons, and evidence of alcohol or controlled substances.
- Maintains a safe environment by continually monitoring the immediate site and premises.
- Enforces Homeless Services and site-specific policies and procedures.
- Performs and/or assists with HMIS intake and client assessment. Acts as a client resource by providing referrals for services available in the community.
- Manages clients by utilizing conflict resolution skills and crises management techniques.
- Manages Homeless Services documentation, including client messages, daily log, client warnings, incident reports, CWS reports, filing, and other clerical duties as required.
- Coordinates and oversees ongoing client housekeeping activities to ensure programs are always clean and safe, especially prior to clients vacating program premises.
- Addresses maintenance and housekeeping issues as they occur. May be required to operate day center laundry equipment.
- Distributes personal hygiene items to clients.
- Supports CAPK mission by providing care and assistance to clients and encouraging and

facilitating self-sufficiency.
- Assists with food services.
- Maintains facility operations and opening and closing of the site.
- Orients and interacts with various staff, providers, volunteers, and other community members.
- Must be able to work alternative schedules such as nights, weekends, and holidays.

Other Job Specific Duties:
- Assists with training and providing direction to other staff, providers, and volunteers, as needed.
- Attends staff meetings and training sessions as required.
- Performs other duties as required.

MINIMUM QUALIFICATIONS:

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

Knowledge of:
- Correspondence and report writing practices and procedures.
- Current problems of homelessness and socially and economically challenged families.
- The contributions of volunteers and clients who may be non-professional.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.

Ability to:
- Demonstrate good interpersonal skills.
- Work collaboratively in a teamwork environment.
- Communicate effectively, verbally and in writing.
- Problem solve and make informed decisions
- Work with conceptual matters.
- Administer Narcan to client if required.
- Assist with allocation of onsite resources.
- Effectively present shelter program services information to the public.
- Establish professional working relationships with staff, partners, and volunteers.
- Reasonably obtain knowledge of applicable federal, state, and local laws, codes, and regulations and Agency and departmental policies and procedures.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent.
- Must be 18 years of age or older.
- Requires one (1) year of experience providing direct human or health services to the economically disadvantaged, physically/mentally disabled, substance abuse/dual diagnosed individuals, the elderly, and/or at-risk youth.

OTHER REQUIREMENTS:

- Bilingual language fluency (English/Spanish) desirable.
- Must be able to obtain Agency-wide certification, including, but not limited, to CPR ServSafe certification within first six (6) months of employment
- Successful completion of physical, substance abuse screening, TB and all required

vaccinations
- Must be fingerprinted and pass pre-employment background check

WORK ENVIRONMENT:

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

- Work is primarily performed indoor/outdoor.
- Noise level is moderate.
- Hazards are relevant to work environment.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Homeless Services Shelter Worker			
Activity Hours Per Day	**NEVER 0 HOURS**	**OCCASIONALLY UP TO 4 HOURS**	**FREQUENTLY 4-8 HOURS**
Sitting		x	
Walking			x
Standing			x
Bending (neck)			x
Bending (waist)			x
Squatting		x	
Climbing	x		
Kneeling		x	
Crawling	x		
Twisting (neck)			x
Twisting (waist)			x
Is repetitive use of hand required?			x
Simple Grasping (right hand)			x
Simple Grasping (left hand)			x
Power Grasping (right hand)		x	
Power Grasping (left hand)		x	
Fine Manipulation (right hand)			x
Fine Manipulation (left hand)			x
Pushing & Pulling (right hand)			x
Pushing & Pulling (left hand)			x
Reaching (above shoulder level)			x
Reaching (below shoulder level)			x

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

M Street Navigation Center - Budgeted Salary Estimate FY 22-23

Employee Name	Position Title	Purposed Position Change	Dept.	No. of Months	2021 Rate w/ COLA	Fringe Costs	Annual Amnt	New wage	% Increase	Difference	Annual Amnt	Date of Hire	Time of Service	Salary Grade	Purposed Grade	Status
Laurie Hughey	Program Manager	Program Administrator	Homeless Services	12	42.02	$3.60	$87,401.60	$44.05	5%	$2.03	$4,222.40	1/27/2020	2 Years, 9 Months	11	12	Completed
Jon Flores	Operations Supervisor	Operations Manager	Homeless Services	12	30.00	$3.60	$62,400.00	$32.24	7%	$2.24	$4,659.20	1/27/2020	2 Years, 9 Months	9	10	Completed
Keith Jackson	Services Supervisor		Homeless Services	12	30.00	$3.60	$62,400.00	$31.50	5%	$1.50	$3,120.00	1/4/2021	1 Years, 9 Months	8	9	Completed
Amiee Brown	Program Coordinator		Homeless Services	12	21.85	$3.60	$45,448.00	$23.00	5%	$1.15	$2,392.00	5/28/2020	2 Years, 5 Months	6	7	
Marianela Rios	Volunteer Coordinator		Homeless Services	12	22.68	$3.60	$47,174.40	$23.75	5%	$1.07	$2,225.60	3/30/2020	2 Years, 7 Months	6	7	
Vacent	Program Specilist		Homeless Services	12	21.21	$3.60	$44,116.80	$22.24	5%	$1.03	$2,142.40	6/22/2020	2 Years, 4 Months	6	7	
Ruben Rivera	Homeless Food Prep Lead	Food Prep Coordinator	Homeless Services	12	16.98	$3.60	$35,318.40	$18.02	6%	$1.04	$2,163.20	3/30/2020	2 Years, 7 Months	2	6	Completed
Louis Chavez	Homeless Food Prep Assistant	Food Prep Lead	Homeless Services	12	15.88	$3.60	$33,030.40	$16.75	5%	$0.87	$1,809.60	5/3/2021	1 Years, 6 Months	2	4	Completed
Adam Ramos	Homeless Navigator		Homeless Services	12	18.36	$3.60	$38,188.80	$19.25	5%	$0.89	$1,851.20	4/6/2021	1 Years, 6 Months	4	6	
Lori Worley	Homeless Navigator		Homeless Services	12	18.36	$3.60	$38,188.80	$19.25	5%	$0.89	$1,851.20	4/6/2020	2 Years, 6 Months	4	6	
Kelly Hedgeck	Homeless Navigator		Homeless Services	12	18.00	$3.60	$37,440.00	$18.00	0%	$0.00	$0.00	1/24/2022	0 Years, 9 Months	4	6	
Vacent	Homeless Navigator		Homeless Services	12	18.00	$3.60	$37,440.00	$18.00	0%	$0.00	$0.00		122 Years, 10 Months	4	6	
Vacent	Homeless Navigator		Homeless Services	12	18.00	$3.60	$37,440.00	$18.00	0%	$0.00	$0.00		122 Years, 10 Months	4	6	
Jeremy Guirdry	Shelter Worker	Shelter Worker II	Homeless Services	12	15.88	$3.60	$33,030.40	$17.09	8%	$1.21	$2,516.80	3/30/2020	2 Years, 7 Months	2	3	
Crystal Webb	Shelter Worker		Homeless Services	12	16.65	$3.60	$34,632.00	$16.80	1%	$0.15	$312.00	8/27/2020	2 Years, 2 Months	2	3	
Lavecia Page	Shelter Worker		Homeless Services	12	15.26	$3.60	$31,740.80	$16.00	5%	$0.74	$1,539.20	10/4/2021	1 Years, 0 Months	2	3	
William Wooton	Shelter Worker		Homeless Services	12	15.00	$3.60	$31,200.00	$15.50	3%	$0.50	$1,040.00	4/18/2022	0 Years, 6 Months	2	3	
Bobby Guzman	Driver		Homeless Services	12	15.00	$3.60	$31,200.00	$15.50	3%	$0.50	$1,040.00	2/7/2022	0 Years, 8 Months	2	3	
Thomas Headley	Custodian		Homeless Services	12	15.00	$3.60	$31,200.00	$15.75	5%	$0.75	$1,560.00	4/6/2020	2 Years, 6 Months	1	2	
							$798,990.40			Total	**$22,214.40**					

Also requesting that the Homeless Navigator and Sheltor Worker be changed to a teired position to promote growth and will allow for increase pay and responsibility.

Homeless Navigator I	$18.00
Homeless Navigator II	$19.73
Homeless Navigator III	$20.50
Shelter Worker I	$15.00
Shelter Worker II	$17.09
Shelter Worker III	$18.75

Funding Category		Budget Amount LBNC 2021-2022	Anticipated Cost of Proposal
Personnel/Benefits/COLA		$922,722.88	$944,937.28
Operations		$553,298.00	$553,298.00
Client Services/Supplies		$266,267.00	$266,267.00
Contengency		$174,228.79	$176,450.23
Indirect		$191,651.67	$194,095.25
		$2,108,168.33	$2,135,047.76

Total		Current Annual Salary	New salary cost	% increase		Total Cost
$ 384.13		$ 922,722.88	$22,214.40	2.4%		$944,937.28

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: November 8, 2022

Subject: *Agenda Item 4(i)*: COVID Policy Revisions – **Action Item**

As the requirements for employers to manage all issues related to COVID continue to change, staff believes that sufficient time has passed, and cases are stable enough to submit our COVID practice and related policies for revision.

Attached you will find six (6) documents; three redlined documents so that the Committee can see the breadth of changes being made, and three 'clean' copies so that you all can see how the final iteration of these policies look with changes accepted. The policies attached are:

- Suspected and Confirmed cases of COVID
- COVID-19 Travel Policy
- Vaccine Policy

While each policy is unique and has its own relevant changes, an overview of the changes reflected herein are as follows:

- There is legal guidance being given to agencies against differentiating between vaccinated and unvaccinated employees when considering travel and suspected or confirmed COVID cases. We want to follow that guidance and always remain respectful to all staff.
- There is no longer a CALOSHA or CDPH requirement to sanitize (saving time and money).
- Home COVID tests are considered and accepted as are medically administered tests.
- No need to quarantine after travel; testing on the 5th day (assuming non-symptomatic) is appropriate.

Recommendation:
Staff recommends that the Personnel Committee approve the attached, revised COVID polices as new guidance for the agency.

Attachments:
COVID-19 Travel Policy (Clean)
Suspected or Confirmed Cases of COVID (Clean)
Vaccine Policy (Clean)
COVID-19 Travel Policy (Redline)
Suspected or Confirmed Cases of COVID (Redline)
Vaccine Policy (Redline)

POLICY AND PROCEDURE

TITLE: COVID-19 Travel Policy

APPROVED: August 10, 2022

APPLIES TO: Community Action Partnership of Kern Employees

POLICY:
The current COVID-19 landscape is constantly changing, and as such, CAPK continues to revise current policies to keep a focus on employee, client, and community safety.

Widespread transmission of COVID-19 continues to impact communities locally and globally. To minimize the risk of exposure to COVID-19 and related variants, employees should continue to abide by CDC guidance in addition to CAPK travel policy and procedures.

Agency-related travel will require covid testing 5 days upon return from travel. The test must be negative for an employee to remain at CAPK facilities.

AFFECTED DEPARTMENTS:
This policy applies to all CAPK employees and representatives.

GUIDELINES:
Employees traveling for Agency-related business must notify the COVID Team of their travel plans prior to travel. The following applies to all Agency-related travel.
.

Employees who test positive for COVID-19 will be required to isolate and follow CAPK's return to work guidelines.

CAPK will provide free COVID-19 testing upon return from all business-related travel at Memorial Occupational. Should you decline to test at Memorial Occupational, or other CAPK sponsored testing sites, the employee acknowledges responsibility for cost of COVID-19 test. As of June 9, 2022, CAPK will also accept home test kits.

<u>Restrictions:</u>
CAPK will not allow employees to travel for Agency business if an employee is on an active Covid case.

ADMINISTRATIVE POLICY AND PROCEDURE

TITLE:	Suspected or Confirmed Cases of COVID-19 in the Workplace
APPROVED:	June 30, 2021
APPLIES TO:	Community Action Partnership of Kern Employees

POLICY:

Community Action Partnership of Kern (CAPK) is taking proactive steps to address business concerns. We want to maintain a safe workplace and adopt practices protecting the health of employees, customers, and visitors. We also want to ensure the continuity of business operations during this pandemic. We ask all employees and management to cooperate in taking steps to reduce the transmission of communicable diseases in the workplace.

SCOPE:

All CAPK employees are principally affected by the policy.

GUIDELINES:

The following are COVID-19 Employee and Management Workplace Guidelines. These guidelines are intended to provide an overview of Cal/OSHA and CDC guidelines and applicable laws and are in no way intended to supersede or modify applicable law and/or existing CAPK policy and procedure.

SUSPECTED OR CONFIRMED CASES OF COVID-19 IN THE WORKPLACE - EMPLOYEE

Notification if Symptomatic

- Notify Human Resources if you have symptoms related to COVID-19 prior to reporting to work.
- If you become symptomatic while at work, inform your supervisor or Human Resources and leave the workplace.

Symptoms

All employees should self-monitor for COVID-19 symptoms, including those listed below, which may appear 2-14 days after exposure to the virus:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Direct Exposure to Covid-19

- Not symptomatic (non-high risk): Employee will remain at work and test on day 5
- Not symptomatic (high-risk): Employee will isolate and test on day 5
- Symptomatic: Employee will isolate and test on day 5

Testing of Symptomatic Employees

CAPK shall take the following actions when there has been a COVID-19 case at the place of employment:

- Provide COVID-19 testing available at no cost during regular shift to
    - Employees with COVID-19 symptoms who are not fully vaccinated.
    - All employees of the employer who had a close contact in the workplace with a COVID-19 cases.

Return to Work Criteria

If symptomatic, test negative on Day 5 from start of symptoms, symptoms have resolved (or Employee provides note from medical doctor)
If exposed and not symptomatic (high-risk group only), employee tests negative on day 5.
If positive for covid;

- Employee completes 10-day quarantine and symptoms have resolved, or
- Employees tests negative 5 days after the initial positive, and symptoms have resolved

<u>Suspected or Confirmed Cases of COVID-19 In the Workplace – Supervisor/Managers</u>

Encourage sick employees to stay home.

- Employees who have symptoms related to COVID-19 should be sent home;
- Covid Team must provide clearance before an employee can be allowed to return from a covid case.

POLICY AND PROCEDURE

TITLE: COVID-19 Mandatory Vaccination Policy

APPROVED: October 27, 2021

APPLIES TO: Community Action Partnership of Kern Employees, Head Start Volunteers and Temporary Employees

POLICY:

On September 9, 2021, President Biden announced his Path Out of the Pandemic: COVID-19 Action Plan. One of the main goals of this science-based plan is to get more people vaccinated. As part of the plan, the President announced a plan requiring Head Start agencies and all employers of 100 or more employees to require all employees to be vaccinated no later than January 1, 2022.

Consistent with the President's Order and the desire of Community Action Partnership of Kern to provide and maintain a workplace that is safe and free of recognized hazards, CAPK has adopted a mandatory COVID-19 vaccination policy to safeguard the health and well-being of employees and their families; our clients and visitors; others who spend time in our facilities; and the community from infectious conditions that may be mitigated through an effective vaccination program.

AFFECTED EMPLOYEES:

This policy applies to all current and new CAPK employees, Head Start volunteers, and temp employees.

DEFINITION:

Fully vaccinated – An employee is considered fully vaccinated if it has been at least 14 days since the employee received the last dose, as recommended by the manufacturer, of a vaccine that has been authorized by the FDA for use in the United State, including vaccinations that have been approved pursuant to an Emergency Use Authorization. For employees fully vaccinated outside of the United Sates, the vaccination must be listed for emergency use by the World Health Organization (WHO).

Medical exemption – This is an allowable exemption from the COVID-19 vaccination based on medical necessity and documented by a healthcare provider.

Religious exemption – This is an allowable exemption from the COVID-19 vaccination based upon sincerely held religious beliefs and practices.

POLICY:

By January 1, 2022, CAPK will require all employees to either (a) establish that they have been fully vaccinated; or (b) obtained an approved exemption as an accommodation. Employees who do not fulfill one of these two requirements and are not subject to accommodation and cannot perform essential job functions as a result, may be placed on unpaid leave and their employment subject to termination. Employees who qualify for a medical or religious exemption will be subject to weekly diagnostic testing.

To facilitate employees' ability to receive the vaccination, CAPK will consider timely requests for appropriate schedule changes.

To the extent feasible, CAPK will assist employees by providing on-site access to immunizations or identifying sites where employees may receive the vaccinations at no cost. If on-site vaccination is not feasible, CAPK will provide information for the vaccinations that may be available through the counties in which it operates.

AVAILABILITY OF VACCINE APPOINTMENT:

There are three different vaccines available in the State of California, Pfizer, Moderna and Johnson and Johnson. The CDC website has information regarding the different vaccines to include age limitations and time to full vaccination. All Californians ages 12 and up are eligible to get a vaccine. The links to the county websites are provided on the COVID-19 Resource Page. You can also visit the State of California COVID 19 site to sign up for the My Turn system or use the vaccine finder. Vaccinations may also be available from your local pharmacy or healthcare provider.

All employees may schedule vaccine appointments during work hours as operations and schedule permits. Hourly employees will be compensated their hourly rate for any time needed to complete the vaccination including time to travel to the closest available vaccination site in their county of residence during their normally scheduled hours. No compensation is given for vaccines outside of the employee's normally scheduled shift. Exempt employees are paid their normal rate of pay for the time.

When scheduling a vaccination appointment, employees and supervisors must be aware that some of the side effects listed by the CDC that occur with the vaccination overlap with COVID-19 symptoms. The protocols for COVID-19 entry into CAPK buildings remain in effect. CAPK is exercising caution in maintaining protocols due to the inability to distinguish between a side effect of a vaccination or COVID-19 infection. Should an employee have a side effect symptom that is also a COVID-19 symptom, the employee shall follow the COVID-19 Prevention Plan for return to work.

After they are fully vaccinated and established their vaccination status, employees will still be required to follow all COVID-19 policies, procedures, protocols and guidelines for vaccinated employees. Unless otherwise stated in a specific protocol that there is a difference for

vaccinated employees, all policies, procedures, protocols, and guidelines apply to all employees regardless of vaccination status.

The CDC Vaccine Website contains information regarding authorized vaccines to include when an individual is considered fully vaccinated. For state specific information regarding vaccines, COVID 19 CA Vaccine site provides questions and answers.

AFTER VACCINATION:

To establish that they are fully vaccinated, employees must present written evidence of immunization from an authorized healthcare provider or pharmacy. Employees are required to follow any COVID protocols for unvaccinated individuals until their vaccination status is verified. Vaccination documentation must be submitted to Human Resources.

REQUEST FOR EXEMPTIONS AS ACCOMODATIONS:

CAPK cannot accommodate an issue that we are unaware of. It is incumbent on the employee to notify CAPK immediately and with clarity of any issue to request accommodation. To request an accommodation, please notify the Human Resources Department in writing at covid- 19@capk.org. Once CAPK is aware of the need for an accommodation, CAPK will engage in an interactive process to identify possible accommodations.

To assist any employee who applies for a medical or religious exemption, CAPK will engage in an interactive process to determine if a reasonable accommodation can be provided, so long as it does not create an undue hardship for CAPK and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the employee.

Employees who apply for a medical or religious exemption shall adhere to the following process:

1. Complete a form from Human Resources and submit accordingly.
2. The forms will be considered by a third party who will forward the decision to HR.
3. If the employee disagrees with the decision of the third party, the employee may file an appeal within 5 days of receipt of the third-party decision with the CAPK appeal panel.
    a. The appeal panel will be made up of three individuals including one member of the Board of Directors, to be appointed by the Chair; one employee representing the executive leadership category as appointed by the CEO; and one employee representing line staff as appointed by CEO.
    b. The appeal panel will act on the appeal within 5 days of receiving the appeal.
        i. The appeal panel will base its decision on the documentation submitted by the applicant to the third party.

If you believe that you have been treated in a manner not in accordance with this policy, please notify CAPK immediately by speaking to the Director of HR and/or HR Administrator. You may request an accommodation without fear of retaliation

DIAGNOSTIC SCREENING TESTING REQUIREMENTS:

Due to the high risk to health and safety that COVID-19 poses to the workforce and clients, starting January 1, 2022, CAPK will require weekly diagnostic screening testing for employees who are not fully vaccinated.

Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Medical contraindication or religious exempt employees are still subject to the testing requirement, since they are still potentially able to spread the illness. Given the challenges that COVID-19 has presented with respect to appointment availability, it is ***strongly*** recommended to employees that are expecting to participate in either the religious or medical exemption process, to begin doing so as soon as possible so as not to miss the January 1st mandated deadline.

Screening Test Requirements:

1. Asymptomatic unvaccinated or incompletely vaccinated employees are required to undergo weekly diagnostic screening testing.
2. Employees may choose either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated employees **must be tested at least once weekly** with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the
   U.S. Centers for Medicare and Medicaid Services.
3. All employees will be required to, prior to entering the work area, self-administer a rapid test which will be provided by CAPK. Falsification or other manipulation of either the testing process or reporting of results will be subject to disciplinary action; up to and including termination.
4. After each test, employees who are required to complete the screening test, will submit COVID Testing Form within Power App according to the log within the COVID Prevention Plan.
5. Employees who do not test in the 7 days, will not be permitted into any CAPK facility. Any absence where work on premise is required will be considered unexcused and subject to the HR Policy Manual section on Absenteeism and Tardiness.

CAPK will report employee COVID positive test results to local public health departments in accordance with the COVID Prevention Plan

POLICY AND PROCEDURE

TITLE: COVID-19 Travel Policy

APPROVED: August 10, 2022

APPLIES TO: Community Action Partnership of Kern Employees

POLICY:
The current COVID-19 landscape is constantly changing, and as such, CAPK continues to revise current policies to keep a focus on employee, client, and community safety.

Widespread transmission of COVID-19 continues to impact communities locally and globally. To minimize the risk of exposure to COVID-19 and related variants, employees should continue to abide by CDC guidance in addition to CAPK travel policy and procedures.

Agency-related travel will require covid testing 5 days upon return from travel. The test must be negative for an employee to remain at CAPK facilities.

AFFECTED DEPARTMENTS:
This policy applies to all CAPK employees and representatives.

GUIDELINES:
Employees traveling for Agency-related business must notify the COVID Team of their travel plans prior to travel. The following applies to all Agency-related travel.
.

Employees who test positive for COVID-19 will be required to isolate and follow CAPK's return to work guidelines.

CAPK will provide free COVID-19 testing upon return from all business-related travel at Memorial Occupational. Should you decline to test at Memorial Occupational, or other CAPK sponsored testing sites, the employee acknowledges responsibility for cost of COVID-19 test. As of June 9, 2022, CAPK will also accept home test kits.

<u>Restrictions:</u>
CAPK will not allow employees to travel for Agency business if an employee is on an active Covid case.

ADMINISTRATIVE POLICY AND PROCEDURE

TITLE:	Suspected or Confirmed Cases of COVID-19 in the Workplace
APPROVED:	June 30, 2021
APPLIES TO:	Community Action Partnership of Kern Employees

POLICY:

Community Action Partnership of Kern (CAPK) is taking proactive steps to address business concerns. We want to maintain a safe workplace and adopt practices protecting the health of employees, customers, and visitors. We also want to ensure the continuity of business operations during this pandemic. We ask all employees and management to cooperate in taking steps to reduce the transmission of communicable diseases in the workplace.

SCOPE:

All CAPK employees are principally affected by the policy.

GUIDELINES:

The following are COVID-19 Employee and Management Workplace Guidelines. These guidelines are intended to provide an overview of Cal/OSHA and CDC guidelines and applicable laws and are in no way intended to supersede or modify applicable law and/or existing CAPK policy and procedure.

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SUSPECTED OR CONFIRMED CASES OF COVID-19 IN THE WORKPLACE - EMPLOYEE

Notification if Symptomatic

- Notify Human Resources if you have symptoms related to COVID-19 prior to reporting to work.
- If you become symptomatic while at work, inform your supervisor or Human Resources and leave the workplace.

Symptoms

All employees should self-monitor for COVID-19 symptoms, including those listed below, which may appear 2-14 days after exposure to the virus:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Direct Exposure to Covid-19

Not symptomatic (non-high risk): Employee will remain at work and test on day 5

Not symptomatic (high-risk): Employee will isolate and test on day 5

Symptomatic: Employee will isolate and test on day 5

Testing of Symptomatic Employees

CAPK shall take the following actions when there has been a COVID-19 case at the place of employment:

- Provide COVID-19 testing available at no cost during regular shift to
    - Employees with COVID-19 symptoms who are not fully vaccinated.
    - All employees of the employer who had a close contact in the workplace with a COVID-19 cases.

~~**Exceptions to Testing Requirements**~~

- ~~Employees who were fully vaccinated before the close contact and do not have COVID-19 symptoms.~~
- ~~COVID-19 cases who returned to work after symptoms resolved and have remained free of COVID-19 symptoms for 90 days after or~~
- ~~Who never developed symptoms for 90 days after the first positive test.~~

Return to Work Criteria

If symptomatic, test negative on Day 5 from start of symptoms, symptoms have resolved (or Employee provides note from medical doctor)
If exposed and not symptomatic (high-risk group only), employee tests negative on day 5.
If positive for covid;
Employee completes 10-day quarantine and symptoms have resolved, or
Employees tests negative 5 days after the initial positive, and symptoms have resolved

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- ~~At least 24 hours have passed since a fever of 100.4 degrees of higher has resolved without the use of fever-reducing medication and~~
  - ~~COVID symptoms have improved and~~
  - ~~At least 10 days have passed since COVID symptoms first appeared.~~

  ~~**Return to Work Criteria**~~
  - ~~Employees who tested positive but never developed COVID-19 symptoms shall not return to work until a minimum of 10 days have passed since the date of the first positive COVID-19 test.~~
  - ~~Employees who had a close contact may return to work if after:~~
    - ~~A close contact but never developed any COVID-19 symptoms may return to work when 10 days have passed since the last known close contact.~~
    - ~~Released by a medical or healthcare provider.~~

Suspected or Confirmed Cases of COVID-19 In the Workplace – Supervisor/ManagersHR

E~~Actively e~~ncourage sick employees to stay home.

- Employees who have symptoms related to COVID-19 should ~~not~~ be sent home~~allowed to report to work~~; ~~and/or told to leave work if they become symptomatic at work.~~
- Covid Team must provide clearance before an employee can be allowed to return from a covid case.
- ~~~~
- ~~Employees who are well but who have a family member at home with COVID-19 should not be allowed to report to work and/or excused from work when they learn of the diagnosis.~~

~~Employees may have been exposed if they are a "close contact" (within approximately 6 feet) of someone who infected with COVID-19 for a prolonged period (defined as 15 minutes by the CDC).~~

~~Cleaning and Disinfecting Worksites if a worker has symptoms related to COVID-19~~

~~In most cases, you do not need to shut down your facility. But do close off any areas used for *prolonged periods* of time by the sick person:~~

- ~~Open outside doors and windows to increase air circulation in the area.~~
- ~~Contact Risk Management or Facility Manager to have janitorial disinfect all common areas used by the person who is sick, such as offices, light switches bathrooms, common areas, shared electronic equipment like tablets, touch screens, keyboards, and phones.~~
- ~~Once area has been appropriately disinfected, it can be opened for use.~~

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- Employees without close contact with the person who is sick can return to work immediately after disinfection.
- Potentially exposed employees are to be sent to CAPK's designated healthcare facility for evaluation and direction.
- If more than 7 days since the person who is sick visited or used the facility, additional cleaning and disinfection, other than routine is not necessary.

Employees With COVID-19 Related Symptoms

- If symptomatic off work, do not have the employee report to work.
- If symptomatic while working, immediately instruct the employee to leave work, and to contact the Human Resources Department for further guidance.
- The supervisor informs HR of the sick employee.
- The Supervisor closes off areas used by the sick employee.
- HR and the supervisor will determine if temporary remote work will be offered while pending test results and/or if quarantined due to a positive test result and notify employee of the option.
- If an employee has symptoms or potential exposure to COVID-19, Human Resources will collect information about the worker's direct contacts in the workplace, up to 2 days prior to symptom onset, to identify other workers who could be considered exposed. HR will create a contact tracker list to include all those employees who had direct contact with the infected employee.
- If an employee is confirmed to have a COVID-19 exposure or diagnosis, HR will inform co-workers of their possible exposure but maintain confidentiality as required by the Americans with Disabilities Act.
- HR will contact each employee who may have been in close contact with the infected employee by phone as soon as possible without revealing the infected employee's identity.
- Employees will be instructed to follow the CDC Public Health Recommendations for Community-Related Exposure.
- All employees identified as being exposed to the infected employee will be scheduled an appointment with the Occupational Medical Provider to test for COVID-19, employees will be expected to test on the date and time of their appointment.
- Employees will be expected to follow the self-quarantine instructions provided by the Occupational Medical Provider while they wait for their test results. If employees are required to take additional tests they must continue to self-quarantine until they have completed all required COVID-19 testing.
- Employees who fail to attend their scheduled appointments with the Occupational Medical Provider and who fail to self-quarantine while pending results and/or engage in

~~unnecessary travel during this time will be in violation of this policy and disciplinary measures will apply.~~

POLICY AND PROCEDURE

TITLE: COVID-19 Mandatory Vaccination Policy

APPROVED: October 27, 2021

APPLIES TO: Community Action Partnership of Kern Employees, Head Start Volunteers and Temporary Employees

POLICY:

On September 9, 2021, President Biden announced his Path Out of the Pandemic: COVID-19 Action Plan. One of the main goals of this science-based plan is to get more people vaccinated. As part of the plan, the President announced a plan requiring Head Start agencies and all employers of 100 or more employees to require all employees to be vaccinated no later than January 1, 2022.

Consistent with the President's Order and the desire of Community Action Partnership of Kern to provide and maintain a workplace that is safe and free of recognized hazards, CAPK has adopted a mandatory COVID-19 vaccination policy to safeguard the health and well-being of employees and their families; our clients and visitors; others who spend time in our facilities; and the community from infectious conditions that may be mitigated through an effective vaccination program.

AFFECTED EMPLOYEES:

This policy applies to all current and new CAPK employees, Head Start volunteers, and temp employees.

DEFINITION:

Fully vaccinated – An employee is considered fully vaccinated if it has been at least 14 days since the employee received the last dose, as recommended by the manufacturer, of a vaccine that has been authorized by the FDA for use in the United State, including vaccinations that have been approved pursuant to an Emergency Use Authorization. For employees fully vaccinated outside of the United Sates, the vaccination must be listed for emergency use by the World Health Organization (WHO).

Medical exemption – This is an allowable exemption from the COVID-19 vaccination based on medical necessity and documented by a healthcare provider.

Religious exemption – This is an allowable exemption from the COVID-19 vaccination based upon sincerely held religious beliefs and practices.

POLICY:

By January 1, 2022, CAPK will require all employees to either (a) establish that they have been fully vaccinated; or (b) obtained an approved exemption as an accommodation. Employees who do not fulfill one of these two requirements and are not subject to accommodation and cannot perform essential job functions as a result, may be placed on unpaid leave and their employment subject to termination. Employees who qualify for a medical or religious exemption will be subject to weekly diagnostic testing.

To facilitate employees' ability to receive the vaccination, CAPK will consider timely requests for appropriate schedule changes.

To the extent feasible, CAPK will assist employees by providing on-site access to immunizations or identifying sites where employees may receive the vaccinations at no cost. If on-site vaccination is not feasible, CAPK will provide information for the vaccinations that may be available through the counties in which it operates.

AVAILABILITY OF VACCINE APPOINTMENT:

There are three different vaccines available in the State of California, Pfizer, Moderna and Johnson and Johnson. The CDC website has information regarding the different vaccines to include age limitations and time to full vaccination. All Californians ages 12 and up are eligible to get a vaccine. The links to the county websites are provided on the COVID-19 Resource Page. You can also visit the State of California COVID 19 site to sign up for the My Turn system or use the vaccine finder. Vaccinations may also be available from your local pharmacy or healthcare provider.

All employees may schedule vaccine appointments during work hours as operations and schedule permits. Hourly employees will be compensated their hourly rate for any time needed to complete the vaccination including time to travel to the closest available vaccination site in their county of residence during their normally scheduled hours. No compensation is given for vaccines outside of the employee's normally scheduled shift. Exempt employees are paid their normal rate of pay for the time.

When scheduling a vaccination appointment, employees and supervisors must be aware that some of the side effects listed by the CDC that occur with the vaccination overlap with COVID-19 symptoms. The protocols for COVID-19 entry into CAPK buildings remain in effect. CAPK is exercising caution in maintaining protocols due to the inability to distinguish between a side effect of a vaccination or COVID-19 infection. Should an employee have a side effect symptom that is also a COVID-19 symptom, the employee shall follow the COVID-19 Prevention Plan for return to work.

After they are fully vaccinated and established their vaccination status, employees will still be required to follow all COVID-19 policies, procedures, protocols and guidelines for vaccinated employees. Unless otherwise stated in a specific protocol that there is a difference for

vaccinated employees, all policies, procedures, protocols, and guidelines apply to all employees regardless of vaccination status.

The CDC Vaccine Website contains information regarding authorized vaccines to include when an individual is considered fully vaccinated. For state specific information regarding vaccines, COVID 19 CA Vaccine site provides questions and answers.

~~**Timeline for Last Possible Vaccination:**~~

~~Pfizer: November 26 First Shot~~

~~December 17 Second Shot~~

~~December 31 Fully Vaccinated~~

~~Moderna: November 19 First Shot~~

~~December 17 Second Shot~~

~~December 31 Fully Vaccinated~~

~~J&J: December 17 First and Only Shot~~

~~December 31 Fully Vaccinated~~

AFTER VACCINATION:

To establish that they are fully vaccinated, employees must present written evidence of immunization from an authorized healthcare provider or pharmacy. Employees are required to follow any COVID protocols for unvaccinated individuals until their vaccination status is verified. Vaccination documentation must be submitted to Human Resources.

REQUEST FOR EXEMPTIONS AS ACCOMODATIONS:

CAPK cannot accommodate an issue that we are unaware of. It is incumbent on the employee to notify CAPK immediately and with clarity of any issue to request accommodation. To request an accommodation, please notify the Human Resources Department in writing at covid- 19@capk.org. Once CAPK is aware of the need for an accommodation, CAPK will engage in an interactive process to identify possible accommodations.

To assist any employee who applies for a medical or religious exemption, CAPK will engage in an interactive process to determine if a reasonable accommodation can be provided, so long as it does not create an undue hardship for CAPK and/or does not pose a direct threat to the

health or safety of others in the workplace and/or to the employee.

Employees who apply for a medical or religious exemption shall adhere to the following process:

1. Complete a form from Human Resources and submit accordingly.
2. The forms will be considered by a third party who will forward the decision to HR.
3. If the employee disagrees with the decision of the third party, the employee may file an appeal within 5 days of receipt of the third-party decision with the CAPK appeal panel.
    a. The appeal panel will be made up of three individuals including one member of the Board of Directors, to be appointed by the Chair; one employee representing the executive leadership category as appointed by the CEO; and one employee representing line staff as appointed by CEO.
    b. The appeal panel will act on the appeal within 5 days of receiving the appeal.
        i. The appeal panel will base its decision on the documentation submitted by the applicant to the third party.

If you believe that you have been treated in a manner not in accordance with this policy, please notify CAPK immediately by speaking to the Director of HR and/or HR Administrator. You may request an accommodation without fear of retaliation

DIAGNOSTIC SCREENING TESTING REQUIREMENTS:

Due to the high risk to health and safety that COVID-19 poses to the workforce and clients, starting January 1, 2022, CAPK will require weekly diagnostic screening testing for employees who are not fully vaccinated.

Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Medical contraindication or religious exempt employees are still subject to the testing requirement, since they are still potentially able to spread the illness. Given the challenges that COVID-19 has presented with respect to appointment availability, it is ***strongly*** recommended to employees that are expecting to participate in either the religious or medical exemption process, to begin doing so as soon as possible so as not to miss the January 1st mandated deadline.

Screening Test Requirements:

1. Asymptomatic unvaccinated or incompletely vaccinated employees are required to undergo weekly diagnostic screening testing.

2. Employees may choose either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated employees **must be tested at least once weekly** with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the

U.S. Centers for Medicare and Medicaid Services.

3. All employees will be required to, prior to entering the work area, self-administer a rapid test which will be provided by CAPK. Falsification or other manipulation of either the testing process or reporting of results will be subject to disciplinary action; up to and including termination.
4. After each test, employees who are required to complete the screening test, will submit COVID Testing Form within Power App according to the log within the COVID Prevention Plan.
5. Employees who do not test in the 7 days, will not be permitted into any CAPK facility. Any absence where work on premise is required will be considered unexcused and subject to the HR Policy Manual section on Absenteeism and Tardiness.

CAPK will report employee COVID positive test results to local public health departments in accordance with the COVID Prevention Plan

DATE	November 9, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 890 972 53#

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 Member Michelle Jara-Rangel 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: Jimmie Childress, Michelle Jara-Rangel, and Marian Panos.

   Absent: Ana Vigil and Yolanda Ochoa.

   Others Present: Jeremy Tobias (Chief Executive Officer), Susana Magana (Director of Health & Nutrition), Traco Matthews (Chief Program Officer), Pritika Ram (Chief Business Development Officer), Emilio Wagner (Director of Operations), Tracy Webster (Chief Financial Officer), and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Program Presentation**

   a. Overview of Operations Services Presentation – Emilio Wagner, Director of Operations

      Emilio Wagner provided a presentation about the Operations Division and highlighted the work performed by the departments within the Division.

5. **New Business**

   a. October 2022 Program Reports – Pritika Ram, Chief Business Development Officer – ***Action Item***

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

      Lorna Speight provided an explanation for the decrease in contract allotment for participants of roughly 10% from the month prior for the Women, Infant and Children (WIC) Program.

      Marian Panos asked about the reporting period listed on the MCAP report to which Laura Porta assured that the reporting periods will be clearly listed going forward.

Motion was made and seconded to approve the October 2022 Program Reports. Carried by unanimous vote (Panos/Childress).

b. October 2022 Application Status Report – Vanessa Cortez, Grants Administrator – ***Action Item***

Vanessa Cortez presented the above action item for approval.

Marian Panos suggested the report show both the requested grant amount as well as the rewarded grant amount. Vanessa Cortez indicated that the report will reflect the suggested changes going forward.

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

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

Robert Espinosa presented the above action item for approval.

Marian Panos questioned why there are still such a large number of concerns for IFP's and IFSP's and wondered what the barriers are. She asked if CAPK is waiting on Kern Regional to check out the children and noted that reviewers will come out if programs are still under 50% enrolled. She is concerned that numbers are low on SP's as well and wants to know if CAPK will be submitting a plan of action. Robert Espinosa was unable to provide Marian Panos with an answer for her questions and concerns, however, he did say that the marketing for enrollment has increased.

Michelle Jara-Rangel inquired about the waiting list and asked why more children from the list have not yet been enrolled, and also expressed some concerns about some of the challenges CAPK has been facing for not being able to meet the 10%. Robert Espinosa didn't have an exact numbers to report but explained it's a case-by-case basis and they are taking in the children that are of highest priority.

Jerry Meade stated that when looking at the numbers, the Board is looking at the percentage of enrollment based on funded enrollment, if they look at the percentages based on actual enrollment, the disability numbers in Early Head Start program go up, and actual enrollment really shows the work that's being done to reach that 10% goal.

Robert Espinosa stated that Head Start will be more diligent in tracking the number of applications and referrals received from outreach events.

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

d. California Coastal Commission Whale Tail Grant – Vanessa Cortez, Grant Administrator – ***Action Item***

Vanessa Cortez presented the above action item for approval and said this is an application that they pursue annually, and if awarded, provides an amazing opportunity for the children at the Shafter Youth Center and Friendship House Community Center to be exposed to marine life and conservation efforts.

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

e. 2022 – 2025 Strategic Plan Update – Goal #2, Pritika Ram, Chief Business Development Officer, Goal #5, Emilio Wagner, Director of Operations – ***Info Item***

Pritika Ram and Emilio Wagner presented the above info items and provided updates on the progress achieved for goal groups 2 and 5.

6. Committee Member Comments

None.

7. Next Scheduled Meeting

Program Review & Evaluation Committee
12:00 pm
To be Determined
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 1:11 pm.

October 2022 Program Monthly Reports

PRE Committee November 2022

Community Development

Coordinated Entry Services

M Street Homeless Navigator Center

Community Action Partnership of Kern
Monthly Report 2022

Month	October-22	**Program/Work Unit**	Coordinated Entry Services (CES)
Division/Director	Rebecca Moreno Director of Community Services	**Program Manager**	Joseph Aguilar, CES Supervisor
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	1,069	10,232	10,000	128%	102%
Stanislaus County	-	-	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	-	-	15	-	-
Stanislaus Pending contact/call back	-	-	15	-	-
Performance: Number of applicants who received a response within 24 Hours	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Kern County	992	9,094	7,800	153%	117%
Stanislaus County	0	0	3,750	0%	0%

Explanation (Over/Under Goal Progress)

Stanislaus County is pending "go live" date.

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

Program Highlights

Community Action Partnership of Kern
Monthly Report 2021

Month	October-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, SRV 4m)	129	1,037	950	163%	109%
Pets (i.e., kennel, emotional support assistance and service pet)	11	91	170	78%	54%
Residents Under 90 days length of stay	97	607	500	233%	121%
Exits to Permanent Housing (FNPI 4b)	8	74	96	100%	77%
Exits-Self	13	121	180	87%	67%
Exits-Involuntary	69	597	400	207%	149%
Case Management Services (SRV 7a)	1,125	7,475	3,000	450%	249%
Critical Incidents	26	196	360	87%	54%
Shelter Residents Meals (SRV 5ii)	7,391	47,417	60,000	148%	79%
Number of Volunteers *(duplicated)*	65	473	175	446%	270%
Volunteers Hours *(duplicated)*	121	1,362	1,500	97%	91%
Safe Camping					
Total clients served (SRV 7b)	72	246	400	216%	62%
Current client census	53	170	250	254%	68%
Meals (SRV 5ii)	2,722	7,186	3,100	1054%	232%
Pets	21	49	75	336%	65%
Clients moved to Shelter (SRV 4m)	4	17	85	56%	20%
Safe Camping					
Total clients served	2	17	100	24%	17%
Current census	2	13	60	40%	22%

Explanation (Over/Under Goal Progress)

Two (2) clients participated in the safe parking this month. Not a lot of clients wanting this service or are aware of this service. Referrals are made to 211/CES.

Program Strategic Goals	Progress Towards Goal
1. Number of residents participating in job training program (i.e. project hire up, financial literacy, etc.)	2 participating in Project Hire-Up, 16 working in various job trainings through CSET, employment services as well as in the community such as Goodwill, Salvation army, Denney's, metro recycling etc.

2. Develop Encampment/Overnight parking program at Navigation location.	Encampment/safe parking started on 6/13/2022; total of 53 currently enrolled and 72 total served for October. 4 individuals moved from safe camping into the M street Navigation Center, 21 pets and one moved into permanent housing from safe camping.
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 and job retention are currently under review with HR for reclassification. Jib descriptions approved are Program Administrator, Operations Supervisor and Food Prep coordinator. In November the Shelter worker position will be reviewed and discussed at the budget and finance committee for approval. Staff are currently receiving the differential pay for PM and overnight shift.

Race Demographic	Month
18 - 24	17
25 - 34	43
35 - 44	55
45 - 54	47
55 - 61	27
62+	18
Total:	**207**

Race Demographic	Month
American Indian or Alaska Native	3
Asian	5
Black or African American	49
Native Hawaiian or Other Pacific Islander	4
White	136
Multiple races	9
Client Don't know / Refused	1
No Answer	0
Total:	**207**

Gender	Month
Female	91
Male	114
Trans Female (MTF or Male to Female)	1
Trans Male (FTM or Female to Male)	1
Gender Non-Conforming (i.e. not exclusively male or female)	-
Client doesn't know	-
Client refused	-
No Answer	-
Total:	**207**

Zip Code	Month	Zip Code	Month
93301	42	93555	2
93304	17	93560	1
93305	24	92492	1
93306	12	92131	1
93307	25	93401	1
93308	17	94964	1
93309	11	93263	2
93311	2	93274	2
93312	3	93280	1
93313	2	63137	1
93314	4	89103	1
90212	1	43535	1
93516	1	45345	1
93206	1	73132	1
93505	1	18705	1
93215	1	78541	1
95023	1	86351	1
93240	1	93203	2
93241	1		
93252	1		
93250	1		
Not specified	16		
Total	**207**		

Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

Community Action Partnership of Kern
Monthly Report 2022

Month	October-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)	33	401	7,000	6%	6%
Kern County Superintendent of Schools (KCSOS)	65	2,122	1,000	78%	212%
Kernville Unified School District (KUSD)	45	781	1,000	54%	78%
Lamont Elementary School District (LESD)	48	881	1,000	58%	88%
Collaborate with SNAP-Ed approved Collaboratives to improve opportunities for the SNAP-Ed eligible population to have healthy choices (duplicated).	6	46			
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.	5022	22,962	10,000	603%	230%

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.	CalFresh Healthy Living hosted the County Nutrition Action Plan (CNAP) Collaborative on September 27, 2022 from 10 am -11:30am. MCAP and No Kid Hungry presented to over 25 collaborative partners. The next CNAP meeting will take place on December 7th at BPN.
2. Staff Professional Development	Staff attended Leah's Pantry trainings for Around the Table which upholds principles of trauma-informed engagement and nourishment.

3.Work with partners to plan and implement sustainable community measures to ensure changes that support healthy eating and physical activity.	Health Educators in the LIVE domain began Direct Education with the CAPK MCAP program. Direct education will continue into November of 2022.

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	October-22	Program/Work Unit	Food Bank
Division/Director	Susana Magana Director of Health & Nutrition	Program Manager	Kelly Lowery Food Bank Administrator
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)	72,287	458,239	400,000	217%	115%
Pounds Received	1,981,743	18,839,151	22,000,000	108%	86%
Pounds Carried Over from Previous Month	746,932				
Pounds Distributed	**1,362,981**	**14,045,511**	**22,000,000**	**74%**	64%

Senior Food	Month	YTD	Month Goal	Month Progress
Individuals Served (SRV 5jj)	4,838	43,641	4,800	101%
Pounds Distributed	**169,330**	**1,517,219**	**144,000**	**118%**

Free Farmers Markets	Month	YTD	Annual Goal	Month Progress	Annual Progress
Households Served (SRV 5jj)	1,800	14,864	18,000	120%	83%
Pounds Distributed	**70,470**	**492,847**	**185,000**	**457%**	266%

Senior Food	Month	YTD	Annual Goal	Month Progress	Annual Progress
Meal Kits Received (SRV 5jj)	**4,875**	**49,665**	**100,000**	**59%**	50%

Total Pounds Distributed	Month	YTD	Annual Goal	Month Progress	Annual Progress
All Programs	**1,602,781**	**16,055,577**	**22,329,000**	**216%**	72%

Volunteers	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training (SRV 6f) (paid partnership though service providers, duplicated)	20	153	210	**114%**	73%
Other Volunteers (i.e., general public, duplicated)	73	821	750	117%	109%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Update program level organization chart and fill open positions in anticipation of increased capacity after completion of expansion project.	Pending

2. Create positional depth within both the Admin Clerk and Warehouse Specialist positions.	Pending

Program Highlights

Community Action Partnership of Kern
Monthly Report 2022

Month	October-22	**Program/Work Unit**	Migrant Childcare Alternative Payment (MCAP)
Division/Director	Susana Magana Director of Health & Nutrition	**Program Administrator**	Laura Porta
Reporting Period	June 1 , 2022 - June 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	82	2,163	1,000	98%	216%
Childcare Providers (SRV 7f)	16	367	200	96%	184%
MCAP Subsidies (SRV 7e) Jul 21-Jun 22	**Month of Sept processed in Oct**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Provider Payments-Subsidies Expended	$947,739	$ 13,846,603	$12,000,000	95%	115%

Explanation (Over/Under Goal Progress)

All program personnel is fully engaged in conducting outreach activities, family enrollments and provider clearances to increase program enrollments in all counties. Since the beginning of our current FY 2022-2023, we have enrolled a total of 595 children to replace the enrollment numbers lost at the end of June, due to the expiration of the emergency regulations for essential workers. We currently have no waiting list and all eligible families are being enrolled within 2 days of submitting a complete application for services.

Program Strategic Goals	Progress Towards Goal
1. Fill Staff Vacancies.	This month MCAP welcomed a new Subsidized Reimbursement Specialist, participated in CAPK Job Fair, conducted interviews for 2 vacant positions and added 2 new positions to our Org Chart.
2. Retain Staff.	Administration continues with the review of current job descriptions, personnel evaluation & bilingual examinations for implementation of the approved bilingual stipend incentive for staff members.
3. Contingency Staffing Plan	MCAP is adding additional Family Specialists to our satellite offices and securing office space as appropriate to assist in increasing our enrollment efforts in all service areas.

Program Highlights

In the last four months, our program has been able to enroll 595 children of the 808 children disenrolled at the end of June due to the expiration of the emergency regulations. Our organizational chart has been updated to include additional positions necessary to assist us in reaching the necessary enrollment numbers. Administration completed onboarding training for 4 specialists and welcomed 3 more during this period of time.

Community Action Partnership of Kern
Monthly Report 2022

Month	October-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)	13,709		14,610	94%	
Local Vendor Liaison-Contact Stores (contact 68 vendors 1 contact required per quarter totaling 272 contacts per year)	25	297	272	110%	109%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)	1,019		900	113%	
Prenatal Education: 25% of prenatal will receive the "Let's talk" pre-natal class. (Class is given in last trimester of pregnancy)	154	1,471	1,350	137%	109%
Outreach	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Online Enrollment	160	1,568	1,800	107%	87%
WIC Presentations and Outreach Events	9	61	48	225%	127%
Publication in newspaper, television, and/or social media postings (English and Spanish)	54	583	720	90%	81%
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.	6	46	48	150%	96%

Explanation (Over/Under Goal Progress)
WIC began it's new FFY year Oct 1,2022. The caseload for the current contract was reduced from 16,160 to 14,610 which accounts for the change in the participation percentage. WIC staff is working diligently to increase our participation. Our participation has been steadily increasing from May 2022 (12,977) to Oct 2022 (13,709). State WIC has changed their focus for awarding caseload from total participation to the number of certifications/recertifications. Therefore we have been concentrating our efforts in this area and especially focusing on reaching out to participants who have missed their recertification appointments. During the past few month with the formula shortage we have seen an increase in breastfeeding rates.

Program Strategic Goals	Progress
1. Increase participant use of tele-health (doxy.me) platform with goal.	We are still struggling with the tele-health platform. Participants in outlying areas often have issues with the internet connection. Others just don't want to connect via video and request the appointment be done by phone.
2. To work with outreach to come up with strategies to increase WIC retention and re-engagement with current participants.	We have bee focusing on reaching out to participants who have missed their recertification appointments. We have also been sending text message with appointment reminders and sent a blast text to participants informing them of our teletask number where they can text messages to us. We have assigned clerks to monitor the teletask messages and respond to participants and this has helped us reach more participants.

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	October-22	**Program/Work Unit**	East Kern Family Resource Center (EKFRC)
Division/Director	Fred Hernandez Youth & Community Services	**Program Manager**	Anna Saavedra
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 primary focus is 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)	41	329	250	197%	132%
Provide One Time Referral Services to Children (SRV 7c)	18	393	350	62%	112%
Case Management-Families (SRV 7a)	36	207	100	432%	207%
Case Management-Children (SRV 7a)	2	263	250	10%	105%
Differential Response Total	**97**	**1192**	**950**	**175%**	125%

First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	2	49	40	60%	123%
Children Receiving Case Management Services (SRV 7a)	3	57	55	65%	104%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	21	20	0%	105%
Children Educational Center Base Activities (FNPI 2b)	3	46	30	120%	153%
Children Educational Home Base Activities (FNPI 2b)	3	68	30	120%	227%
Children Summer Bridge Activities (FNPI 2b)	0	12	15	0%	80%
Collaborative Meetings Participated	1	13	15	80%	87%
Family Support Services for non-clients with children ages 5 and under	3	112	100	36%	112%
First 5 Total	**15**	**378**	**305**	**60%**	124%

Walk-In Services (Non-Clients)	Month	YTD
Food/Household Items (SRV 5jj; SRV 5nn)	151	738
Referrals/Administrative Services (SRV 7c)	351	1765

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Move to a better-suited location.	Pending

2. Offer more on-site services.	We continue to find additional resources to offer our clients in East Kern.
3. Expand our reach across the East Kern Communities.	We continue to partner with Salvation Army, CAPK Food Bank, HEAP/ utilities assistance and the water assistance program.

Program Highlights

First 5 recently had a Site Review here at EKFRC , we had a Great Review ! We interviewed and chose two candidates for our open positions. Our candidates accepted the job offer and are now pending the hiring process.

Community Action Partnership of Kern
Monthly Report 2022

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

Program Description

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

First 5	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)
Parents Receiving Case Management Services (SRV 7a)	2	34	30	40%	113%
Children Receiving Case Management Services (SRV 7a)	4	43	30	80%	143%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	24	10	0%	240%
Children Educational Home Base Activities (FNPI 2b)	4	42	15	160%	280%
Children Summer Bridge Activities (FNPI 2b)	0	23	10	0%	230%
Collaborative Meetings	1	8	8	75%	100%
Family Support Services for non-clients with children 5 and under	10	144			
First 5 Total	**21**	**318**	**103**	122%	309%

Walk-In Community Services (Duplicated & Non	Month	YTD
Food/Household Items (SRV 7c)	77	561
Referrals/Administrative Services (SRV 7c)	28	233
Emergency Clothing (SRV 7n)	16	87
Copies	22	162
Transportation Assistance (SRV 7d)	25	128
COVID-19 Supplies (SRV 5oo)	3	127
Total Community Services	**171**	**1298**

Explanation (Over/Under Goal Progress)

YTD all First 5 Kern goals have either been met or been exceeded.

Program Strategic Goals	Progress Towards Goal
1. Offer Court Mandated Nurturing Parenting Class every other quarter.	The Oasis FRC started a new 12-week parenting class at the end of August, students are now in their 3rd month of classes and will be graduating in November.
2. Strengthen educational Homebase and Summer Program for children ages 0 - 5 utilizing Kern Early Stars Resources.	The Oasis FRC is working with Kern Early Stars on the academic 2022-2023 goals focusing on language and literacy, and school readiness.

3. Increase range of services offered to clients in the Ridgecrest community by bringing VITA & Energy Assistance programs on site to the Oasis FRC.	The Oasis FRC continues to partner with CAPK programs to promote additional services to Ridgecrest clients including HEAP, VITA, and CES. Although it's not tax season, we have provided tax services to several clients in October.
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 October, the Oasis FRC was awarded $25,0000 from Kern Health Systems towards the purchase of a vehicle. This will supplement the previous $20,000 award received from Wells Fargo and should enable the Oasis FRC to buy a minivan to meet the program transportation needs.

Program Highlights

The Oasis Family Resource provided community services for a total of 150 inquires in the month of October 2022. The Oasis FRC completed their first reporting audit in October from the First 5 Kern Chief Program officer and no issues were reported.

Community Action Partnership of Kern
Monthly Report 2022

Month	October-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	0	2,593	2,275	0%	114%
Utility Payments	$ -	$ 1,942,381	$ 1,942,401	0%	100%
Households Served - Weatherization	0	60	60	0%	100%
Low-income Home Energy Program (LIHEAP) 2022 Ends June 30, 2023	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	630	2,029	1,500	504%	135%
Utility Payments	$ 836,010	$ 2,546,023	$ 3,351,190	299%	76%
Households Served - Weatherization	13	61	90	173%	68%
American Rescue Plan Act (ARPA) Ends March 2023	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	89	2,769	2,835	38%	98%
Utility Payments	$ 76,545	$ 2,708,013	$ 3,500,000	26%	77%
2020 DOE - Weatherization Ends June 30, 2022	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served Weatherization	0	6	10	0%	60%
2021 Low-Income Household Water Assistance Program (LIHWAP)*	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	89	230	500	214%	46%
Utility Payments	$ 63,148.00	$166,569	$300,000	253%	56%
Totals	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)	**808**	**7,621.00**	**8,919**	109%	85%
Total Utility Payments	**$ 989,076**	**$ 7,376,359**	**$ 8,793,591**	135%	84%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t)	**13**	**126**	**160**	98%	79%

Explanation (Over/Under Goal Progress)

DOE 2020 - has been removed as contract has closed
LIHEAP 2021 - no longer open, in the process of closing

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).	Both UA and WX are over 90% staffed. We are in the process of completing training - differs for Utility Assistance and Weatherization Teams.
2. Continue to develop the use of Hancock to become fully paperless across the entire program (100% = fully paperless).	Currently at 15% - we are focused on developing Excel documents that work with Hancock. Current pause on this paperless process.
3. Fully expend funds for contracts that end in the current fiscal year (2021 LIHEAP and 2020 DOE).	Both contracts are closed.

Program Highlights

- In October, we celebrated National Weatherization Day - a short video was created to distributed through various means.
- We are currently in the process of revamping various positions within the Weatherization portion of the program.

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Month	October-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	40	0	40	50	0%	80%
Summer Program (Max Capacity due to COVID) (SRV 2m)	Complete	N/A	41	25	0%	164%
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)	32	6	32	35	206%	91%
Medi-Cal Outreach (ends June 30, 2022)		**Month (Added)**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Social media emails and impressions		2,784	280,936	350,000	10%	80%
Canvasing phone calls and flyers		1,252	23,765	30,000	50%	79%

Explanation (Over/Under Goal Progress)

The FHCC continues recruitment efforts for the mentor program. Due to increased recruitment efforts for the afterschool program six new participants were added during the month of October 2022.

Program Strategic Goals	Progress
1. Develop an Ad Hoc Committee and implement a fencing/lighting campaign for the CAPK Friendship House.	In progress.
2. Develop a meeting schedule for the Friendship House Advisory Board and implement scheduled meetings/trainings.	In progress.
3. Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.	In progress.

Program Highlights

CAPK Friendship House was invited to participated in the Kern High School District Principal Partners' Day, which was an opportunity to join other business leaders, government officials, and educators to see the Kern High School District's efforts to help young people succeed.

Community Action Partnership of Kern
Monthly Report 2022

Month	October-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 (duplicated)	Month (unduplicated)	YTD (unduplicated)	Goal	Month Progress	Annual Progress
Summer Program starting in June (Max Capacity due to COVID) (SRV 2m)	completed	-	28	30	0%	93%
After School/Learning Pods Enroll (FNPI 2c &SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)	27	2	33	25	96%	132%

Community Programs	Month
Dignity Health Mental Health Project, Youth Basketball, Energy Program (Utility Assistance), Fitness Boot Camp, Girl Scouts, Zumba Party and Shafter Woman's Club **See below in explanation*	8

Outreach Activities	Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)	1	8	6	200%	133%
Community Events (i.e., diaper, food, PPE distributions)	2	2	6	400%	33%

Explanation (Over/Under Goal Progress)

Dignity Health Mental Health (Spanish) meeting 1x per week virtual, Dignity Health Mental Health (Spanish) meets 1x per month in person; Youth basketball practices 2x per week; Energy Program hosts appointments 1x per month; Fitness Boot Camp meets 2x per week; Girl Scouts meet 1x per month. Fitness Boot Camp held a free community Zumba Party and Shafter Woman's Club held a meeting.

Program Strategic Goals	Progress
1. Increase youth program registration as COVID restrictions ease up while maintaining a safe environment.	Enrollment continues to at a slow pace.
2. Increase attainment of program funding to provide larger variety of program offerings.	Lego Robotics is underway, thanks to a grant from Kern Health Systems
3. Increase community engagement, including volunteers, social media, program participation.	Community engagement increased with an event described below in the Program Highlights

Program Highlights

Shafter Youth Center partnered with American Refuse in Community Compost and tree Give Away. 50 trees were handed out along with 40 cubic yards of compost. Kids in After School Program are underway with learning about Lego Robotics, thanks to Kern Health Systems.

Community Action Partnership of Kern
Monthly Report 2022

Month	October-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) 10/01/2021 to 09/30/2022	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Federal	129.00	4,920	5,100	31%	96%
State	98.00	4,746	5,100	25%	93%

Refunds and Credits (SRV 3o) 10/01/2021 to 09/30/2022	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Federal Refunds	$ 221,412	$6,545,383	$5,100,000	41%	128%
State Refunds	$ 10,550	$927,956	$1,500,000	14%	62%
Federal EITC *(income limit $57,414/household)*	$ 24,514	$2,709,558	$2,200,000	11%	123%
CalEITC *(income limit $30,000/household)*	$ 4,766	$400,898	$370,000	14%	108%
Total Refunds and Credits	**$261,242**	**$10,583,795**	**$9,170,000**	30%	115%

Individual Taxpayer Identification Number (ITIN) (SRV 3o) 10/01/2021 to 09/30/2022	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Applications (New/Renewal)	2	60	75	40%	80%

Completed Tax Returns (SRV 3o) 10/01/2022 to 09/30/2023	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Federal	129	129	6,000	1200%	2%
State	98	98	6,000	1200%	2%

Refunds and Credits (SRV 3o) 10/01/2022 to 09/30/2023	**Month**	**YTD**
Federal Refunds	$221,412	$221,412
State Refunds	$10,550	$10,550
Federal EITC *(income limit $57,414/household)*	$24,514	$24,514
CalEITC *(income limit $30,000/household)*	$4,766	$4,766
Total Refunds and Credits	**$261,242**	**$261,242**

Individual Taxpayer Identification Number (ITIN) (SRV 3o) 10/01/2022 to 09/30/2023	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Applications (New/Renewal)	2	2	100	1200%	2%

Explanation (Over/Under Goal Progress)	
Note: New VITA contract began 10/1/2022; all tax returns dates 10/1/2022 - 09/30/2023 are applicable to new goal of 6,000 tax returns. Refund and credit amounts vary based on client situation, a goal for this area would not be practical as it is based on individual or family eligibility.	
Program Strategic Goals	**Progress Towards Goal**
1. Develop and implement site expansion plan, including isolated areas and new partners.	Working with AltaOne Credit Union for expansion of tax prep services in Lake Isabella, Cal City, Ridgecrest and Tehachapi
2. Build community awareness of VITA services through partnership opportunities.	Flyers are being created to highlight new sites
3. Program capacity building by pursuing funding opportunities to support operational expenses.	Currently in the process of applying for $25,000 though The Women's and Girls' Fund Grant
Program Highlights	
Note: The new VITA contract began 10/1/2022; CAPK VITA was awarded $244,868. The CalEITC amended contract began 11/1/2022; amended contract provides $838,056 in additional funding.	

Operations

Business Services

Maintenance

Information Technology

Data Services

Risk Management

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Month	October-22	**Program/Work Unit**	Operations Division
Division/Director	Emilio Wagner Director of Operations	**Program Managers**	Jeremy Keeling, Faustino Gonzales, 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	205		205	2216
Contracts	24	7	17	204
Leases	3	6	3	10
Requests for Proposals	2	2		23

Business Services Projects

Description	*% Completed*	*Comments*
Energy Materials	*80*	*Preparing Contract*
Energy Glass Subcontractor	*50*	*Preparing Contract*
Jewett Design Build Tenant Improvement	*90*	*Preparing Contract*
Oasis TI Design Build Tenant Improvements	*80*	*Preparing Contract*

Data Services

Activity	Requested	In-Progress	Processed	Processed YTD
Dynamic 365 Fixes	0	0	0	0
Dynamic 365 Enhancements	0	0	1	2

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.	100%	100%
Contract Management System	Track and manage contracts within the Agency	90%	90%
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.	70%	70%
CalAIM - KHS	New grant form Kern Health Systems for the CALAIM funding. IS part is to generate flat files used to data upload and verifying SFTP is working correctly.	70%	70%
Case Management Application	Designed with the Student Case Management grant in mind, will allow case managers to have assessments and track student progress with Dynamics.	80%	80%

Facilities

Activity	Requested	In-Progress	Processed	Processed YTD
Facility Work Orders	210	85	228	2,752

Construction Projects				
Head Start Expansion		Harvey Hall, Pete Parra, Sterling, & Martha J Morgan	97%	
Food Bank Expansion		Access Road & Site Utilities	55%	
Major Maintenance Projects				
Re-roof - Angela Martinez, Primeros Pasos			100%	
Restroom upgrades - Angela Martinez, M&O, Food Bank			100%	

Information & Technology				
Activity	**Requested**	**In-Progress**	**Processed**	**Processed YTD**
Help Desk Work Orders	220	79	219	2503

Information & Technology Projects		
Description	*% Completed*	*Comments*
iPad upgrades	*50*	
Network upgrades	*90*	
Firewall upgrades	80	
5G site upgrades	0	Upgrading select sites to 5G

Risk Management		
Workers Compensation Claims	**Reported**	**Reported YTD**
First Aid (Reported only)	3	49
First Aid	3	14
Medical Treatment	3	8
Modified Duty	0	6
Lost Time	1	7
Non-Industrial (not work related)	0	2
Under Investigation	0	0
Confirmed Work Related COVID	0	20
Other	7	121
Totals		**227**

Program Strategic Goals	**Progress Towards Goal**
1. Identify current business processes	TBD
2. Maximize business efficiency with the	TBD
3. Provide better communication	TBD

Program Highlights



Administration

Grant Development

CAPK Foundation

Outreach & Marketing

2-1-1 Kern Call Center

Community Action Partnership of Kern
Monthly Report 2022

Month	October-22	**Program/ Work Unit**	Executive Division
Division/Director	Pritika Ram, CBDO	**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	17,876	190,744	220,000	98%	87%
Facebook Impressions (i.e., number of times users see content)	68,845	554,922	500,000	165%	111%
Other Social Media Impressions	15,811	130,604	145,000	131%	90%

Outreach Advocacy	Outreach Special Projects
Supported Vaccine Equity Project partners in community vaccination events.	Working alongside Food Bank team to plan out video segments for volunteering and pantry registration.
Participated in Vaccine Equity Project conference in Atlanta (virtually).	Worked alongside HR and Head start to plan and execute job fair. Assisted with social media promotion, media appearances, swag orders, graphic design, and MS form development.
Attended Kern Alliance of Non-Profits meeting.	Worked alongside Food Bank Ribbon Cutting working group to start planning Food Bank Expansion celebration.
	Attended Esculeita Hernandez grand opening to take pictures.
	Attended MCAP to take group pictures.
	Photographed the Head Start Policy Council Dinner.
	Coordinated and edited Weatherization Day video project.
	Conducted media interviews supporting Stuff the Bus event.
	Wrote Bakersfield Life article on how to help at Thanksgiving.
	Planned EITC/VITA Marketing campaign.

Grants In Progress/Research	Projects
(Update) M Street awarded $3500 from Albertsons Companies Foundation Grant (Awarded)	A partnership with the Employers' Training Resource (ETR) has been identified to allow Paid Work Experience (PWEX) for young professionals between the ages of 18-24.
CA Community Grants Reinvestment (Research)	Kern County Food Insecurity Assessment - The Executive Division and Transforming Local Communities recently met with GEOinovo, a team of local Geographic Information System professionals. Their services will be utilized to add dynamic maps to identify food deserts in the county. Recently, we were also award a $96,159 by a Reach and Resiliency grant to support the assessment and the first Progress Report was submitted on September 27, 2022.
Albertsons Food Donation Request for EKFRC (Draft)	Community Needs Surveys - Our team has started collecting client and partner survey data at local community events. We will soon print flyers and postcards that will be distributed throughout our departments.

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Community Services Block Grant (CSBG)	Process Improvement (i.e., ROMA, PCDD)
Continue bi-weekly meetings with Wipfli re CDP	
Monthly Meetings with Wipfli - Client Data Platform and review of PRE program metrics (NPIs and SRVs)	The team of Implementors has completed Phase I of the training series. This phase included e-courses and readings. Phase II meetings are scheduled for September 26th and 29th. The team is currently learning about logic models and practicing building models for different service lines and needs.
Bi-Monthly CSBG Training	
Foundation	
Applied for non-profit permit through United States Postal Services to prepare for end of year mailing.	Preparing 2023 Foundation budget
Developing donation displays at individual program sites.	Working with Chair and Vice Chair of the Foundation Board to develop 2023 Calendar including Launch Mixer that will introduce the Foundation to the community.
Coordinating Food Bank Ribbon Cutting & Open House.	
Explanation (Over/Under Goal Progress)	
Program Strategic Goals	**Progress Towards Goal**
1. Customer Relationship Management Projects, including Volunteer Management, inter-agency Referral Management, and contract management.	Training new individuals who are in volunteer coordinator roles on how to use the system. A new upgrade will possibly taking place to enhance the efficiency for volunteer registration.
2. Increase grant development and marketing activities, which are aligned with the 2021-25 Strategic Plan.	Working alongside Marketing Firm to start planning for next year.
3. Agency-level adoption of Results Oriented Management & Accountability (ROMA) and Patient-Centered Data Driven Principles to programmatic and operational use.	ROMA Training - Cohort + Goal 5 In Progress
Program Highlights	
Savannah Maldonado the DEI Chair has began a eCornell course for DEI certification. She also attended the KC SHRM conference.	

Community Action Partnership of Kern
Monthly Report 2022

Month	October-22	**Program/Division**	2-1-1 Call Center Program
Division/Director	Pritika Ram, CBDO	**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 Programs	Utility Service Payment Assistance	Food Pantries
Top 3 Unmet Needs	Homelessness Programs	Rental Payment Assistance	Housing

Information and Referral Services Calls Handled	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Kern County (SRV 7c)	9,017	75,904	90,000	120%	84%
Kings County (SRV 7c)	228	2,225	4,000	68%	56%
Tulare County (SRV 7c)	606	6,960	18,000	40%	39%
Stanislaus County (SRV 7c)	655	7,134	19,200	41%	37%
Fresno & Madera	1,237	19,973	20,000	74%	100%
Merced & Mariposa (*effective March 2022*)	53	396	500	127%	79%
Total I&R Calls Handled	**11,796**	**112,592**	**151,700**	**79%**	74%

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	2.1	**(15.68)**

Grant Funded Services	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
CalFresh Application (SRV 7b & SRV 7c)	11	125	300	44%	42%
Medi-Cal Application (SRV 7b & SRV 7c)	5	68	100	60%	68%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)	19	237	300	76%	79%

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)*	24,293	230,344	225,000	130%	102%

Other Calls	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
LIHEAP (SRV 7b & SRV 7c)	4,957	38,668	45,000	132%	86%
Mental Health (SRV 7c)	272	2,231	3,700	88%	60%
Health and Human Service Referrals	8,144	71,493	110,000	89%	65%
Total Other Services	13,373	112,392	158,700		

Explanation (Over/Under Goal Progress)	
LIHEAP call handling continues thrive. The call center has received an influx of calls over the last several months for this service in particular. The 2-1-1 website continues to be a great source to access resources for those who prefer researching their own resources.	
Program Strategic Goals	**Progress Towards Goal**
1. Recruitment and Retention of staff	In order to manage the call volume, we currently have 3 staff requisitions posted for I&R Specialist. Two will be solely dedicated to HEAP calls and the other for county calls and HEAP calls as needed.
2. Contract Retention	2-1-1 is currently in talks with United Way Fresno/Madera for a 3 year contract renewal with a start date of 1/1/23.
3. AIRS call type reporting	Homelessness Assistance- 58, Information & Referral-1,134, Provider/Partner Agency-2, Disaster Coronavirus-1, and Mental Health/Crisis-1.
Program Highlights	
The new Care Coordinator started with the Help Me Grow program on 10/3/22. We also added an I&R specialist for the month.	

Application Status Report Detail
October 2022

Funder	Name	Description	Amount Requested	Amount Awarded	Status
Wonderful	Wonderful Community Grant	Free farmers market in the underserved community of Delano	$ 50,000.00	$ 50,000.00	Awarded
Wonderful	Wonderful Community Grant	Free farmers market in the underserved community of Shafter	$ 5,000.00	$ 28,000.00	Awarded
Wonderful	Wonderful Community Grant	Food Insecurity Assessment	$ 50,000.00	$ -	Denied
Wonderful	Central Valley Community Grants	This funding opportunity would support the purchase of outdoor equipment for Shafter Youth Center participants to improve their overall health.	$ 21,546.00	$ 22,000.00	Awarded
Wonderful	Wonderful Community Grant	Free farmers markets in the underserved community of Wasco	$ 50,000.00	$ -	Awarded
WACOM Thrift Shop	WACOM Distribution of Funds 2022	WACOM welcomes requests for funds from all non-profit orgs that extend a helping hand to military and civilian members of the local community (Ridgecrest).	*Not Specified in our Application	$ 1,000.00	Awarded
careforkids.org	careforkids.org Fall funding cycle	Christmas Gifts for community youth at FHCC and SYC	$ 10,000.00	$ -	Awarded
careforkids.org	Children Advocates Resource Endowment	To support community services with funding playground equipment, toys, books, sports equipment, wheelchairs, school supplies, TV/VCR, etc.	$ 10,000.00	$ -	Pending
CA Department of Community Services and Development (CSD)	AB 941 Farmworker Resource Center Grant Program	The grant program will make funding available to counties interested in developing resource centers and programs designed to address the needs of farmworkers and their families. The Department of Community Services and Development (CSD) is the administering agency for the grant program.â€‹	$ -	$ -	Pending
Bank of the West	2022 Bank of the West Community Contribution	Bank of the West Charitable Investments Program - M Street Navigation Center. Employment and Job Readiness.	$ 25,000.00	$ -	Pending

Application Status Report Detail
October 2022

Kern Community College District	Regional Climate Collaboratives (RCC) Program Valley-Desert Communities Climate Collaboratives (VDCCC)	Talley-Desert Communities Climate Collaboratives (VDCCC) plan is designed to support the development of community-based local climate action plans, climate action technical assistance, and a capacity building toolbox. The purpose of this grant is to build the capacity of under-resourced communities to secure funding for climate change mitigation, adaptation, and resilience.	$ 150,000.00	$ -	Pending
USDA Rural Development	Emergency Rural Health Care Grant Track Two	Food bank specific funds for increased operating expenses due to Covid and increase in staffing needs	$ 10,000,000.00	$ -	Pending
Kern Family Health Care (KFHC)	Kern Health Systems	Sponsorship Opportunity to support Oasis Family Resource Center	$ 25,000.00	$ 25,000.00	Awarded
California Coastal Commission	Whale Tail	Marine Education for SYC and FHCC	$11,003	$ -	Pending

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	State	**CAPK Program**	2-1-1
Funding Agency	California Equitable Recovery Initiative	**Project Name**	The Center at Sierra Health Foundation
CFDA	N/A	**Target Population**	Low-income population
Reapplication (Y/N)	N	**Number to be served**	TBA
Estimated Request	$300,000	**Division Director**	Freddy Hernandez
Award Period	2/2023-5/2024	**Program Manager**	Jennifer Jordan

Project Goal (One sentence goal statement)

Projects should focus on systemic work, leading to a more equitable recovery and creating resiliency among those most impacted by the pandemic.

Project Description (Brief one paragraph description)

CBOs will use the funding to address underlying inequities in the social determinants of health that have contributed to disproportionate harm from the Coronavirus among priority communities.

Scope is pending deliberation. 2-1-1 is considering a partnership with Central California Asthma Collaborative (CCAC) for asthma prevention services.

Estimated Budget Summary

CCAC funds would be utilized for the distribution of asthma related services and resources. The 211 allocation would be utilized to fund outreach based services for community meetings/presentations, with an emphasis on supporting the program with personnel and fringe costs.

Approvals:

1. Division Director — Date	Stacy Webster — Nov 2, 2022
4. Chief Financial Officer — Date	
Pritika Ram — Nov 1, 2022	
2. Chief Business Development Officer — Date	
Nov 2, 2022	
3. Chief Program 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	Private	**CAPK Program**	2-1-1
Funding Agency	No Kid Hungry & American Public Human Services Association	**Project Name**	Coordinating SNAP & Nutrition Support (CSNS) 2.0
CFDA	N/A	**Target Population**	Historically under-resourced communities, and people of color in particular
Reapplication (Y/N)	N	**Number to be served**	TBA
Estimated Request	$750,000	**Division Director**	Freddy Hernandez
Award Period	March 1, 2023 – March 31, 2025	**Program Manager**	Jennifer Jordan

Project Goal (One sentence goal statement)

-Scope should address food access/nutrition to support streamlined access to and co-enrollment between SNAP and other supports.

Project Description (Brief one paragraph description)

Project scope is pending deliberation. Overall efforts would focus on increasing staff capacity around CalFresh eligibility and application processing through benefitscal.com

Estimated Budget Summary

Please note: *A SNAP Agency at the state or local level must be a driving partner in the proposed project. All state and county-level SNAP agencies are eligible to apply. The SNAP agency must collaborate with a community partner on the proposal and project to be eligible for funding.

CAPK will pursue a submission with Kern DHS. Requested funds as a subcontractor would cover 1 to 2 FTEs, as well as equipment-based funds.

Approvals:

		Nov 2, 2022	
1. Division Director	Date	4. Chief Financial Officer	Date
Pritika Ram	Nov 1, 2022		Nov 2, 2022
2.Chief Business Development Officer	Date	5. Chief Executive Officer	Date
	Nov 2, 2022		
3. Chief Program Officer	Date		

Date Presented / Approved:

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

Community Action Partnership of Kern
Small Funding Request ($50,000 or less)
October 2022

Funding Type	Private	**CAPK Program**	M Street Navigation Center
Funding Agency	Bank of the West	**Project Name**	Job Training and Employment - M Street Navigation Center
CFDA	N/A	**Target Population**	Job Ready Clients
Request	$25,000.00	**Division Director**	Rebecca Moreno
Award Period	12 months	**Program Manager**	Laurie Hughey
Description	Through our M Street Navigation Center (low-barrier homeless shelter) for homeless men and women, we offer an employment a readiness program in partnership with Bakersfield College. This program allows us to link the shelter clients that are ready for learning and ultimately job placement to vocational courses and hands-on training. This traditionally ends with employment secured for the client and a transition plan to permanent housing. This is an established program that could benefit for additional funds to expand the program and provide support to the clients, such as gift cards to purchase work-related clothes/shoes (Wal-Mart, Kohls), educational or work stipends ($500), work and school supplies.		

Description			
Funding Type	Private	**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:** October 2022
Program/Work Unit: Head Start/Early Head Start	**Program Administrator:** Robert Espinosa
Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start • 8 Classrooms Fully Closed	**1317** 155	**827**	**63%**	**3%**	**3%** **6%**
Early Head Start • 16 Classrooms Fully Closed/ 9 Classrooms Partially Closured	**908** 156	**595**	**66%**	**7%**	**6%** **5%**

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	168	**240**

Division Staffing = 701			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
572	129	29	59

HIGHLIGHTS: Seven staff were onboarded, and there were two days of interviews for four open requisitions. There were also 21 on the spot Head Start interviews at the job fair. Additionally, there were 9 resignations, four being center based.

Program Update & Compliance

Kern:

- 10/8 NAMI Walks YOUR Way Mental Health for All
- 10/14 CAPK Job Fair
- 10/24-10/25 Staff development Days- Brainfit for Staff by Dolores Neira; DRDP Training
- 10/28 Trick or Tweet at Beal Memorial Library; Trunk or Treat Mike Maggard's Office North Chester
- Wellness Staff completed UCLA Trauma Informed Care Training.

Partnership:

- 10/8 Garden Pathways Downtown Education Center, in collaboration with CAPK, held a one-stop shop resource fair from 10am to 2pm. There were 26 community partners present to provide resources, and participants were able to receive lunch and enter a raffle. There were approximately 200 people in attendance. We are looking forward to offering this opportunity again in the Spring of 2023.

- 10/17 Bakersfield College center welcomed families into their new infant classroom.
- 10/24 Escuelita Hernandez center also welcomed families into their new infant classroom.
- 10/29 Partnership Family Advocates will have an opportunity to attend the annual Immigrant Civil Rights conference at CSUB hosted by GBLA.
- Since the start of the new program year in July, our Family advocates have helped their enrolled families to establish approximately 36 family goals and have provided over 130 resources. We currently have 34 families registered for Ready Rosie.

SJC:

- 10/14 Trunk or Treat Event
- 10/29 Valley Mountain Regional Center

Compliance:

- Lead Water Testing Update: 23 out of our 42 child development centers have tested their drinking and cooking water for lead contamination by an accredited laboratory. As of October 31, 2022, we have received one result summary. The San Diego Child Development Center had one faucet that was found to have small traces of lead. This faucet is not being utilized and will be replaced. Drinking water outlets, particularly older faucets can be a common source of lead. The program will ensure that all faucets with any level of lead will be replaced to ensure the health and safety of children, staff and families.

Central Kitchen September 2022				
Meals & Snacks	**Total # Prepared**	**Breakfast**	**Lunch**	**Snack**
Center Totals	**58,502**	22,338	18,077	18,087

HIGHLIGHTS: The Central Kitchen provided support to programs by delivering pumpkins to eight outline centers. Additionally, they provided 92 meals for a park picnic presented by the Home Base Program.

CACFP						
September 2022						
Total Meals Delivered			**Meals Allocated**		**# of Meals Served**	**% of Meals Served**
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
52,678	9,099	61,777	26,675	35,102	44,067	67%

MEMORANDUM

To: Program Review & Evaluation Committee

Vanessa Cortez

From: Vanessa Cortez, Grant Administrator

Date: November 9, 2022

Subject: *Agenda Item 5d:* California Coastal Commission, Whale Tail Grant – **Action Item**

The Executive Division is requesting approval from the Board of Directors to pursue a competitive funding application made available by California Coastal Commission. The intent of the application is to connect children and the general public to the California Coast through education and outdoor experiences. Grant funds must focus on reaching communities that have historically received fewer marine education and stewardship opportunities.

As such, our application initiatives will focus on increasing the marine-based educational opportunities available for children from Friendship House Community Center (FHCC) and Shafter Youth Center (SYC) by implementing the Kern Marine Voyagers Project. The project will include a field trip to the California Coast Aquarium and educational lessons. These project activities will engage children in marine life through fun and interactive virtual and onsite programs. The project will serve an estimated 60 children and youth between the ages of 6 to 18 residing in economically depressed areas with high poverty, high crime, and low educational attainment so that they may gain new knowledge, appreciation, and curiosity about marine life.

These initiatives support CAPK's mission and Goal 2, Objective 2.1.2 that discusses utilizing data sources to identify pockets of underserved communities in rural areas. Our research indicates that marine-education opportunities are limited and are often excluded from formal curriculums in Kern County. This proposal was formulated through multiple discussions with the Program Managers from Friendship House and Shafter Youth Center. If awarded, the activities will be conducted during the Summer of 2023 with the $11,003 requested in our application.

Recommendation

Staff recommends the Board of Directors approve, with resolution, the submission of the funding application for the California Coastal Commission's Whale Tail Grant and authorize the Chief Executive Officer to execute the agreement and any amendments, if awarded.

Attachment:

Resolution #2022-36

RESOLUTION # 2022-36

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Application for funds from the California Coastal Commission For Kern Marine Voyagers

The Board of Directors of Community Action Partnership of Kern (CAPK), located at 5005 Business Park North, Bakersfield, CA 93309, met in-person and virtually on November 30, 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 California Coastal Commission awards grants for related coast and ocean projects that involve 1.) youth education programs; 2.) programs for educating the general public or adults; 3.) climate change education and stewardship; and 4). shoreline cleanup and enhancement programs.

Whereas, the California Coastal Commission requires the governing body of the grantee to certify through a resolution that it approves the application for Commission grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Commission.

NOW, THEREFORE, be it resolved that the grantee hereby approves the submission of the funding application for the California Coastal Commission's Whale Tail Grantect and authorizes the Chief Executive Officer as the authorized representative with authority to execute a contract with the California Coastal Commission and any amendments, if awarded.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 30th day of November 2022.

Fred Plane Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Program Review & Evaluation - PRE-Committee

From: Freddy Hernandez – Director of Youth & Community Services

Date: November 1, 2022,

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

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

Group 2 met on October 7, 2022, in order to continue the discussion of current and new opportunities that would help improve the health and wellbeing of the communities we serve. During the meeting we were able to identify a new mentorship program that would help the safety and wellbeing of the community. The Friendship House is in the process of starting a new mentorship program that would focus on assisting individuals who have been affected by crime. The goal is to assist these individuals with resources and referrals that will help them overcome current challenges or barriers. We will soon have a meeting with the City of Bakersfield and all subcontractors in order to connect and start the communication process that help the success of this program. The subcontractors participating in this program are:

1. Henrietta Weilll Memorial Child Guidance Clinic
2. Compassion Christian Centers
3. Stay Focus Ministries
4. Wendale Davis Foundation
5. Mothers Against Gun Violence

In our next meeting, the team plans to review each objective and identify what resources or partnerships are available in order to implement non-traditional hours and workforce development. Our team will continue to collaborate 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 Gonzalez

Mission

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

Vision

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

Performance Summary



3 Goals

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

My Items

Item	YTD Actual
2.1: Expand access to services and resources for health and safety of children and youth by providing a safe environment.	**65%**
2.2: Support the quality and availability of non-traditional hours of service.	**25%**
2.2.2: Continue to work with partners like the Community Connection for Child Care (CCCC) on referrals and partnerships to increase capacity of...	**25%**

Item	YTD Actual
2.3: Support workforce development and employment opportunities for CAPK clients.	**30%**

Objective
Expand access to services and resources for health and safety of children and youth by providing a safe environment. (2.1) (Last updated: 10/07/22)
Aligned to: #2 All families in the communities we serve have access to high-quality early...

Owner
Yolanda Gonzalez

Measure:
Percent Complete

65%	0%		
YTD Actual	10/01/21	YTD Target: 25.5%	12/31/25

Objective
Support the quality and availability of non-traditional hours of service. (2.2) (Last updated: 08/26/22)
Aligned to: #2 All families in the communities we serve have access to high-quality early...

Owner
Yolanda Gonzalez

Measure:
Percent Complete

25%	0%		
YTD Actual	10/01/21	YTD Target: 25.5%	12/31/25

Activity
Continue to work with partners like the Community Connection for Child Care (CCCC) on referrals and partnerships to increase capacity of existing and new provider networks (2.2.2) (Last updated: 10/07/22)

Owner
Yolanda Gonzalez

Measure:
Percent Complete

25%	0%		
YTD Actual	10/01/21	YTD Target: 25.5%	12/31/25

Objective
Support workforce development and employment opportunities for CAPK clients. (2.3) (Last updated: 08/26/22)
Aligned to: #2 All families in the communities we serve have access to high-quality early...

Owner
Yolanda Gonzalez

Measure:
Percent Complete

30%	0%		
YTD Actual	10/01/21	YTD Target: 25.5%	12/31/25

No goals to display.

MEMORANDUM

To: Personnel Committee

From: Emilio G. Wagner, Director of Operations

Date: November 9, 2022

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

CAPK's Strategic Goal 5 group has been focusing on building the Client Data Platform, (CDP). This is in alignment with our Strategic Goal 5.3.1. CDP Project Team is still making progress as we shift to address CSBG.

As the project continues to progress, we have had many conversations with individual programs about the quality and consistency of their data. Chase Rangel has been a tremendous help supporting the project and help us complete major milestones in ChildPlus dataset. We will continue to engage Program leads as we continue this project as they are important to its success.

One area of focus we have continued to maintain throughout the project cycle is data security. Securing our data is a number one priority of this project and developing best practices and governance documents around it. We are constantly looking at ways to improve our security and will continue to follow best practices to secure our data.

ROMA group 1 is currently in its last phase of training. As they complete their training, we will hold a meeting to determine the next steps to implement ROMA for the rest of CAPK.

Attachments:
Action Plan Summary by Goal Group #5
Client Data Platform Project Update.

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
MY ITEMS						
No Goals Found						

RYAN DOZIER: ACTION PLAN - CASCADE VIEW

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
No Goals Found						

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
	5.1 Enhance agency-wide capacity to implement continuous improvement framework.	Emilio Wagner	10/01/21 12/31/25	Percent Complete		Not Started As of 10/06/21
	5.1.1 Develop multi-year Results Oriented Management and Accountability (ROMA) implementation plan that includes tiered rollout of engagement and capacity-building activities.	Emilio Wagner	10/01/21 12/31/22	100% Percent Complete		Not Started As of 10/06/21
	5.1.1.1 Establish central ROMA implementation planning and implementation taskforce and program/department champions.	Emilio Wagner	10/01/21 12/31/22	100% Percent Complete		Not Started As of 10/06/21
	5.1.1.2 Targeted engagement/training schedule: Y1: Leadership and Division Champions Y2: Selected staff groups Y3: Agency-wide implementation	Emilio Wagner	10/01/21 12/31/22	100% Percent Complete		Not Started As of 10/06/21
	5.2 Enhance data governance structures and practices to support implementation of ROMA and to increase consistency, accuracy, and breadth of program reporting and data analytics.	Emilio Wagner	10/01/21 12/31/25	Percent Complete	25%	On Target As of 06/10/22
	5.2.1 Establish agencywide data governance taskforce.	Emilio Wagner	10/01/21 12/31/22	100% Percent Complete		Not Started As of 10/06/21
	5.2.1.1 Develop charter, bylaws, member duties, and clearly articulated method of collaboration with Leadership.	Emilio Wagner	10/01/21 12/31/22	100% Percent Complete		Not Started As of 10/06/21
	5.2.1.2 Develop recommendations to leadership/Board for needed capacity development, investment, and additional strategies to enhance data governance and support implementation of ROMA.	Emilio Wagner	10/01/21 12/31/22	100% Percent Complete		Not Started As of 10/06/21
	5.2.2 Conduct agencywide data governance assessment to identify most pressing needs and to inventory existing data processes and workflows.	Emilio Wagner	10/01/21 12/31/23	Percent Complete	76%	On Target As of 06/10/22
	5.2.2.1 Identify challenges at program level around data collection and validation.	Emilio Wagner	10/01/21 12/31/23	Percent Complete	100%	On Target As of 04/14/22
	5.2.2.2 Assess availability of analytic/reporting tools, capacity to utilize existing tools. *Comments:* *• Agency is moving forward with utilizing Microsoft Power BI, ARC GIS, and the Power Platform for our standard analytic and reporting tools. Depending on the needs of a Program, we may evaluate other solutions. (Ryan Dozier, 03/11/22)*	Emilio Wagner	10/01/21 12/31/23	Percent Complete	100%	On Target As of 03/11/22

5.2.2.3 Identify needed investment in data dashboards or tools to provide leadership with real time agency-wide outputs and demographic data. *Comments:* *• This item is dependent on the CDP. (Ryan Dozier, 06/10/22)* *• When the Client Data Platform is up and running, agency wide dashboards will be developed. (Ryan Dozier, 03/11/22)*	Emilio Wagner	10/01/21 12/31/23	Percent Complete	29%	Off Target As of 06/10/22
5.3 Establish a comprehensive model to address the health and social well-being of our clients through timely interventions.	Emilio Wagner	10/01/21 12/31/25	Percent Complete	21%	On Target As of 09/09/22
5.3.1 Advance efforts to establish centralized database for client intake and service log. *Comments:* *• Developed major IT assets and their corresponding logic to develop the client data platform. (Ryan Dozier, 09/09/22)* *• Signed a SOW with WIPFLI on our Client Data Platform, kick off is schedule for the upcoming weeks. (Ryan Dozier, 06/10/22)*	Emilio Wagner	10/01/21 12/31/23	Percent Complete	41%	On Target As of 09/09/22

Project Status - Summary

Program Source	Access to Source	Data analysis and mapping	Data extractions Data Replication (ADF), Synapse Link, API extraction, Excel conversion	Load to Intermediate DB/View History tracking for Hancock, iCarol, ChildPlus, MCAP, and View for Dataverse	Customer Insights - Import Power Query - transformations	Customer Insights - Profile Source-level de-dupe, Map, match, merge	Customer Insights - Activities Build relationships between client and other entities	CSBG Report Demographics report for Clients only	PRE 2 KPIs per program	Power BI development
ChildPlus Head Start	Done	Done	Done	Done	Done	Done	Done	WIP Counts between Chase Rangel and CDP completed.	WIP	Not yet
Hancock CSV (for CSBG)	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet
Hancock API Energy Assistance, Weatherization	**In discussion** - Skeletal framework in place - Need closure on: --- last update date ---modules for UA, WA, Wx services --- missing data in JSON	WIP	WIP	Not yet	Not yet	Not yet	Not yet	Not yet		Not yet
Dynamics - Attendance Youth centers - SYC & FHCC,	Done	Done	Done	Done	Done	Done	Done	WIP Counts between CRM and CDP completed. Program managers need to assess data	WIP Counts between CRM and CDP completed. Program managers need to assess data	Not yet
Dynamics - Inquiry OFRC, EKFRC, Food Bank	Done	Done	Done	Done	Done	Done	Done	WIP Counts between CRM and CDP completed. Program managers need to assess data	WIP Counts between CRM and CDP completed. Program managers need to assess data	Not yet
Dynamics - Application Rental Assistance	Done	Done	Done	Done	Done	Done	Done	WIP Counts between CRM and CDP completed. Program managers need to assess data	WIP Counts between CRM and CDP completed. Program managers need to assess data	Not yet
Dynamics - Contacts LBNC 1944 records for Contacts that have LBNC checked. Who a client is required to be determined.	Done	Done	Done	Done	ON-HOLD LBNC clients determined to be sourced from HMIS. Awaiting confirmation and access to the data.	ON-HOLD	ON-HOLD	ON-HOLD	ON-HOLD	Not yet
Dynamics - Contacts Volunteers Out of scope per SOW. Will be picked up last	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet
NOHO (CSV) MCAP	WIP	WIP								

NOHO (API) MCAP	**In discussion** **KinderSystems and CAPK will provide us a temporary solution with reports downloaded from the app.** **Long-term will be via API**	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet		Not yet
iCarol 211 Kern	**Done** **Combination of history downloads from iCarol and ongoing data push from API**	Done	Done	Done	Done	Done	Done	Not yet		Not yet
Excel/CSV CES, ETO, VITA	To be planned for sprint starting 09/03 VITA CES ETO									
External dataset	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet	Not yet		Not yet
Infrastructure/Security	All of CDP's data endpoints that connect to the external world have been converted to secure private endpoints.									

DATE	November 16, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 809 076 94#

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 12:03 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, Nila Hogan, and Guadalupe Perez

   Absent: Joe Garcia, Craig Henderson

   Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Emilio Wagner Director of Operations; Yolanda Gonzalez Director of Head Start; Freddy Hernandez, Director of Youth and Community Services; Susana Magana, Director of Health & Nutrition; 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 October 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. Currently the program base funds are at 59%, training and technical assistance at 53% and carry over at 13%. Head Start has a budget revision they are bringing later to the budget and finance committee to realign expenditures for each of these categories.

      Nila Hogan asked when the Head Start has a budget revision or modification, is this done internally or does the revision go to the grant funders for approval? Tracy Webster replied that first the budget revision goes to the Policy Council for approval, second the revision is brought before the CAPK Board for approval, and finally the budget revision is submitted to the Office of Head Start (OHS) for approval.

      Janea Benton asked when the next staff incentive payment will be released utilizing the American Rescue plan funds? Tracy Webster responded that the funds will be released on December 16th. Janea asked if the American Rescue Fund dollars will be fully spent after the last staff incentive bonus. Tracy Webster

responded that CAPK has requested about $600,000 of the American Rescue funds be designated for the completion of construction costs that skyrocketed because of the COVID environment.

b. Indirect Excess (Deficit) Transfer to Discretionary – Tracy Webster, Chief Executive Officer - ***Action Item***

Tracy Webster presented the above action item and reported that last fiscal year, excess indirect earnings for fiscal years 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21 were moved to the Discretionary Fund of $3,358,062.90. During fiscal year 2021-22, an indirect excess of $135,844.72 was recognized. Accordingly, these funds will be transferred from the Indirect Fund to the Discretionary Fund.

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

c. County of Kern – Home Visiting Program Agreement Revision -Esperanza Contreras, Partnership Administrator - ***Action Item***

Esperanza Contreras presented the above action item and reported that the Kern County Department of Human Services (DHS) received additional funding from the California Department of Social Services to support the Home Visiting Program (HVP) in Kern County. As the HVP Contractor, additional funds have been awarded to CAPK to expand services to the CalWorks clients. The increase in funding is $1,459,982 for the HVP Agreement for FY 2022-23. The additional funding will support the new positions of 1 Home Visiting Coordinator, 9 Home Visitors, 1 Data Analyst and 1 Program Assistant.

Janea Benton asked about the bonus mentioned in the CalWorks contract. If the bonus was different from the CAPK American Rescue Plan retention bonus? Esperanza Contreras responded that it is the CAPK American Rescue staff retention bonus, but due to how the contract was written previously, it did not include the retention bonus for the Home Visiting Program. The program requests to fix the stipulation so that CAPK can provide our Home Visiting program with the retention bonus.

Janea Benton asked if the staff hired in the Home Visiting Program are under contract only till 2023 grant period or will this funding continue so the program can continue? Esperanza Contreras responded that it is expected that the funding will continue because the State has made it clear that Home Visiting is a long-term program due to the positive effects it has had serving our clients.

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

d. Head Start /Early Head Start Budget Revision – Jerry Meade, Assistant Director, Program – ***Action Item***

Jerry Meade presented Head Start / Early Head Start Budget Revision request to reallocate any potential savings within the budget to other Head Start projects. As Tracy Webster mentioned earlier, through the budget to actual monitoring that we do throughout the year, we have identified savings in some categories such as the personnel category. Head Start would like to move the savings to travel and the equipment area of the budget, for the replacement of aging vehicles within the Head Start program.

Nila Hogan asked, when Head Start replaces a large item like a van, do we sell or donate the previous item that was replaced? Jerry Meade responded that it depends on the condition of the item. Head Start works with the Operations Division to assess the vehicle to obtain an estimated value of the vehicle. If the item is valued at less than $5,000, Head Start can dispose of the vehicle and use that $5,000 to support the cost of

replacing the vehicle. If the vehicle is assessed to be over $5,000 then Head State will need approval to use those funds to apply towards a new vehicle. The current list of vehicles is expected to either go through an auction for sale, or the vehicles will be disposed of with no value.

Janea Benton asked what kind of success has the Head Start program had in regard to staff retention. Jerry Meade responded that the Head Start program has had the most success on-boarding entry level staff that have early childhood education units, but not individuals with an Associates level degree. Jerry reported that there has been success in hiring individuals without a degree and then use our professional development team to support their accomplishment of them getting their degree. This has shown that it builds their love for Head Start and their love for CAPK.

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

e. Farmers Markets Contract Agreements - Wonderful Community Grant – Vanessa Cortez, Grant Administrator– ***Action Item***

Vanessa Cortez presented the above action item and reported that recent grant applications through The Wonderful Company, CAPK was awarded $128,000 to support operational costs of Farmers Markets in Shafter, Delano, and Wasco. This grant is aligned with Goal 1 of the 2021-25 Strategic Plan to increase access to healthy, affordable food to support the health of the communities we serve.

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

f. Shafter Youth Center Contract Agreement - Wonderful Community Grant – Vanessa Cortez, Grant Administrator – ***Action Item***

Vanessa Cortez reported that a recent grant application through The Wonderful Company was awarded for the purpose of improving the health and well-being of Central Valley Communities. CAPK was awarded $22,000 to support Shafter Youth Center with operational costs. This grant is aligned with Goal 2 of the 2021-25 Strategic Plan that all families in the communities we serve have access to high-quality early learning and care choices to meet their diverse needs.

Janea Benton asked Angie Nelson if there was anything the Board could do to help support the Shafter Youth Center program needs. Angie Nelson responded by saying that there is a large food insecurity need at the Shafter Youth Center but the amount they needed was $22,000 and that is what they will be receiving.

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

g. Amendment to County of Kern- Community Action Partnership of Kern to operate the M Street Navigation Center – Rebecca Moreno, Director of Community Development – ***Action Item***

Rebecca Moreno presented an Amendment to County of Kern Agreement No. 017-2020. The County wishes to amend the agreement and replace the termination date of January 13, 2023, to January 13, 2026. This would extend the term of the contract for an additional three years for M Street Navigation Center. This agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3, to increase housing stability for people experiencing or at risk of homelessness.

Nila Hogan questioned if the individuals that use the safe camping program are also utilizing the other services available at M Street Navigation Center. Rebecca Moreno reported that as of right now, Safe Camping is not offered all the same services as those staying inside the M Street Navigation Center. If the individuals transition to M Street Navigation Center, full supportive services are offered. Laurie Hughley the Homeless Program Administrator added that currently the full spectrum of services are not offered to Safe Camping in hope to incentivize clients to transition into the M Street Navigation Center.

Janea Benton congratulated Rebecca on her 3 years of service with CAPK.

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

h. CalEITC and VITA Outreach and Marketing Contract for Services – James Burger, Outreach and Advocacy Coordinator – ***Action Item***

James Burger reported that the Health and Human Services Agency - California Department of Community Services and Development (CSD), the CAPK Volunteer Income Tax Assistance (VITA) Program has been awarded a contract to promote the California Earned Income Tax Credit (CalEITC) program to clients eligible for the VITA program during the 2022 tax season in 2023. With the approval from the CSD contract analyst, this item proposes to use a portion of those funds to contract with CAPK's contract marketing firm, Hey Salty, Inc., to lead an aggressive, targeting digital marketing campaign to meet the purpose of the CalEITC grant.

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

i. New Accounting Software Update – Tracy Webster, Chief Financial Officer- ***Info Item***

Tracy Webster presented the above info item and reported that the new accounting software (Sage Intacct) is a major part of our strategic plan Goal 6, to update our accounting system. CAPK hopes it will be able to provide greater analytics and better reporting to the Board and to leadership. The accounting team has begun the process of the early implementation and are currently meeting with the software consultant on a more than a weekly basis so that they understand all of CAPK's needs, both with how we function and processes. Other topics we are covering are how we report each of our grants and how CAPK grants are unique in the way that we must report expenditure. Not all of them are the same and not all of them align with our general ledger. CAPK's finance department is aiming for March 1, 2023 for implementation to go live.

j. Medi-Cal Health Enrollment Navigator Project Draft Agreement – Lois Hannible, Program Manager – ***Action Item***

Lois Hannible reported that CAPK Friendship House Community Center (FHCC) was awarded a Positive Youth Development Mentor Services grant by the County of Kern (County), to provide mentoring services to community youth. In March of 2020, the contract agreement was amended to include

CAPK's participation in the County's Medi-Cal Health Enrollment Navigator Project, which was administered in partnership between the CAPK Friendship House, 211, and CES programs.

Janea Benton asked Lois to comment on how she feels that the program is going. Lois Hannible reported that the program is going great, and the County is reaching out to the Friendship House for outreach assistance. During the pandemic, clients did not have to recertify for services. The County is worried that folks could get cut off from services for not turning in their paperwork when the public health emergency is declared over. Friendship House staff has been working with folks to make sure they are getting all of their paperwork turned in. Janae Benton thanked Lois and the Friendship house team for being a trusted partner in the community.

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

k. California Department of Food and Agriculture (CFDA) Fairground and Community Resilience Centers Program Application – Pritika Ram, Chief Business Development Officer – ***Action Item***

Pritika Ram reported that the California Department of Food and Agriculture (CFDA) published a draft 2020 Community Resilience Center request for grant applications. The intent of the funding, specifically on the Community Resilience Centers (CRC) program, is to focus on improving community facilities to enhance the state's emergency preparedness capabilities, particularly in response to climate change. Funding can be used to support infrastructure for emergency evacuation, shelter, base camps during emergency events, and critical deferred maintenance. Elements for this infrastructure may include cooling and heating centers, equipped with community kitchens, shower facilities, broadband, back-up power, and other community needs during an emergency or climate events. The CRC Program will award $38 million to neighborhood-level CRCs within California, with a single application ranging from $5,000,000 to $10,000,000.00.

This is an opportunity to focus on CAPK's assets that we own in Southeast Bakersfield and to retrofit our existing sites or enhance capacity around infrastructure and capacity. The Friendship House Community Center and the CAPK Food Bank hope that this resilience grant can serve those programs. Specifically, if we can bring a micro grid into the Friendship House and Food Bank, this would help us streamline our solar installation

Janea Benton asked if this grant will be brought back to the committees and Board if we are awarded the grant? Pritika Ram responded that this grant is so large and complex, and we are not even 100% sure what project we would apply it to, and it would absolutely have to come back to the Board for approval. What we are asking at this time is approval to move forward with submitting the application. Jeremy Tobias supported Pritika's statement and said if the application is approved additional action items will come before the Board for approval.

Janea Benton questioned staff, in terms of operations management, supply, shortages, and delays, is this large project able to be taken on by CAPK if awarded the funds? Emilio Wagner, Director of Operations, responded to this question by stating that a lot of the current operation projects are winding down, except for the Food Bank Expansion. The timing is actually ideal for this project to come along. There is a major need to retrofit our facilities and it would be a great benefit to CAPK if we can

zero out our electrical bills at these facilities that are already having a difficult time with their operating costs.

Janea Benton asked about the risk in getting into the emergency service arena. How does CAPK plan to prepare for emergencies? Pritika Ram responded, currently CAPK is meeting with County Department heads and the local office of Emergency Services, for their suggestions. As an agency we want to be very careful not to over commit our agency and specifically the Friendship House or the Food Bank and the surrounding area to something that we can't perform well at. The decisions would still be up to leadership and the board on what type of projects we want to take on.

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

l. October 2022 Financial Statements – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the October 2022 financial statements. The agency did not require a draw from the line of credit during the month of October.

The Central Kitchen expenditures are currently 63.3% at the end of 10/31/2022 and USDA revenue is at 30.2%. Expenditures are less than the target of 66.7% (8 of 12 months). Due to low enrollment the Central Kitchen is unable to serve the same level of meals for the Head Start program. We continue to expect a significant decline in expected USDA revenue. The gap will need to be picked up by Head Start funds.

CMAP is currently earning 10.4% as of September 30, 2022. The target for this period should be 25.0% Center based state programs (CSPP, CMIG and CCTR) reflect average attendance/enrollment for the current period. The part year calendar starts in August. However, we are expecting low attendance rates given the restrictions stemming from low enrollment. CCTR is at 27.5%, CSPP is at 26.0%, and CMIG is at 9.6%.

Janea Benton asked if we could donate unclaimed meals. Tracy Webster said that we cannot. Yolanda Gonzales, Director of Head Start supported Tracy's statement and said that the meals are served family style which is why we are unable to donate unclaimed food. The past two years with operating in a pandemic they have not had volunteers in the classroom either to share the meals with.

Additionally, we have been operating a CCTR program in San Joaquin County sponsored by SJCOE. The current attendance is 10.0% with a target of 33.3%.

At the time of this report, the Finance Division has two vacancies in staffing. We are currently wrapping up the audits for the single agency, special purpose, and two pension plans. The agency expenditures are currently at 58% for the year. This is less than 66.6%.

The Indirect Fund budget to actual report for September month end showed that revenue exceeds expenditures by $109,356 which is 43.8% of the budgeted indirect surplus. Overall expenditures are 60.5% of the budget and is below the target of 66.6% (8 of 12 months)

Motion was made and seconded to approve October 2022 Financial Statements by unanimous vote (Hogan/Perez).

5. Old Business

Energy Utilization Update – Wilfredo Cruz, Program Administrator Energy – ***Info Item***

At the October 19th Budget & Finance Committee meeting, the Committee Chair, Janea Benton, requested staff to include the service breakdown areas of where the Energy Program has provided services throughout Kern County in 2022.

Wilfredo Cruz explained that the first attachment is a percentage breakdown that shows what cities or towns our clients receive Energy Program services in. This information was abstracted from Hancock, our front-end system vendor. When clients apply for services, all their application information is entered into this system. The second attachment is a map of Kern County. The dots show where in the community clients have received our services in 2022. This document is a screenshot of a custom Google Map that was created based off the same information obtained for the first mentioned document. Each dot represents an individual client that has received benefits from our various contracts: LIHEAP 2021, LIHEAP 2022, 2021 ARPA, 2021 SLIHEAP, or 2021 LIHWAP.

Janea Benton commented that she was amazed to see that CAPK continues to serve folks throughout Kern County. It is really reassuring to see based on this information that was provided. Janea asked Wilfredo if he feels like he should adjust the strategy to reach some of the outlying areas? Wilfredo Cruz responded yes, definitely. Traditionally we've done a lot of marketing in Eastern Kern and making sure we're continuing the outreach. CAPK is now in Mojave and in Ridgecrest Family Resource Centers to handle client applications for energy services. It is our hope for the Energy Program to reach out to Western Kern and Lost Hills area.

6. Committee Member Comments

Susana Magna Director of Health and Nutrition wanted to remind the committee that the CAPK Food Bank was hosting a food drive at 22nd and L St that will be going until 7:00 PM this evening. If anyone wants to stop by, and include a donation of anything having to do with holiday meal prep like stuffing, turkeys, hams, etc. Volunteers at the Food Bank will be making boxes and providing the donations at distribution sites. Everyone is encouraged to come and if you have a little extra to stop by and donate.

7. Next Scheduled Meeting

TBD
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 1:21 pm.

o

MEMORANDUM

To: Budget and Finance Committee

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

Date: November 16, 2022

Subject: *Agenda Item 4a:* Head Start Budget to Actual Report for the Period Ended October 31, 2022 – **Info Item**

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

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through October 31, 2022. Eight months (66.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 56% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 61% of the budget.

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

Non-Federal share is at 52% 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 - October 31, 2022
Month 8 of 12 (66.7%)

Prepared 11/08/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,267,039	4,901,068	4,365,971	53%	47%
FRINGE BENEFITS	3,776,726	1,570,299	2,206,427	42%	58%
TRAVEL	-	-	-		
EQUIPMENT	55,000	150,540	(95,540)	274%	-174%
SUPPLIES	890,498	455,704	434,794	51%	49%
CONTRACTUAL	165,175	170,036	(4,861)	103%	-3%
CONSTRUCTION	-	-	-		
OTHER	2,724,977	2,242,878	482,099	82%	18%
INDIRECT	1,630,902	876,889	754,013	54%	46%
TOTAL BASE FUNDING	**18,510,317**	**10,367,413**	**8,142,904**	**56%**	**44%**

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	58,101	(13,909)	131%	-31%
SUPPLIES	30,013	17,096	12,917	57%	43%
CONTRACTUAL	26,080	1,384	24,696	5%	95%
OTHER	212,393	113,924	98,469	54%	46%
INDIRECT	31,268	18,562	12,706	59%	41%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**343,946**	**209,069**	**134,877**	**61%**	**39%**

CARRYOVER

SUPPLIES	923,529	923,529	-	100%	0%
CONTRACTUAL	-		-		
CONSTRUCTION	666,925	666,925	-	100%	0%
OTHER - CARES	91,015	-	91,015	0%	100%
INDIRECT	-	12,951	(12,951)		
TOTAL CARRYOVER	**1,681,469**	**1,603,405**	**78,064**	**95%**	

GRAND TOTAL HS FEDERAL FUNDS	**20,535,732**	**12,179,886**	**8,355,846**	**59%**	**41%**

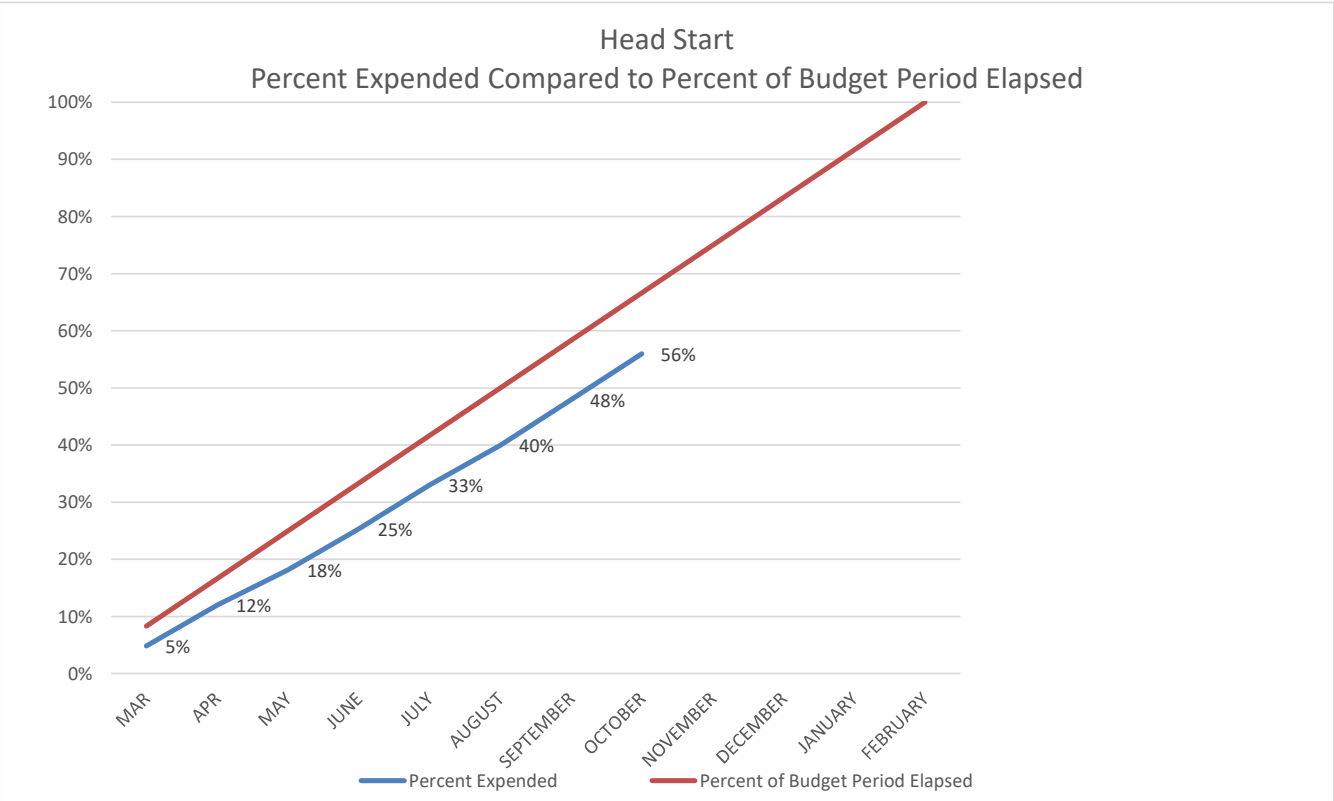
HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,340,055	1,317,472	1,022,583	56%	44%
CALIF DEPT OF ED	7,988,651	4,097,317	3,891,334	51%	49%
TOTAL NON-FEDERAL	**10,328,706**	**5,414,789**	**4,913,917**	**52%**	**48%**

Budget reflects Notice of Award #09CH011132-04-01
Actual expenditures include posted expenditures and estimated adjustments through 10/31/2022
Administrative Cost for HS and EHS Combined 6.0%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	42,118	-	-	-	**42,118**	10/2/2022
Lowe's	506		-	-	**506**	10/1/2022
Smart & Final	564	148	14	-	**725**	10/2/2022
Save Mart	498				**498**	10/10/2022
Chevron & Texaco Business Card	10,482	-	-	-	**10,482**	10/6/2022
Home Depot		-	-	-	**0**	10/5/2022
	54,168	**148**	**14**	**-**	**54,329**	


Head Start
Percent Expended Compared to Percent of Budget Period Elapsed
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
MAR
APR
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
5%
12%
18%
25%
33%
40%
48%
56%
Percent Expended
Percent of Budget Period Elapsed

MEMORANDUM

To: Budget and Finance Committee

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

Date: November 16, 2022

Subject: *Agenda Item 4a:* Early Head Start Budget to Actual Report for the Period Ended October 31, 2022 – **Info Item**

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

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2022, through October 31, 2022. Eight months (66.7%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 59% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 43% 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 - October 31, 2022
Month 8 of 12 (66.7%)

Prepared 11/08/2022

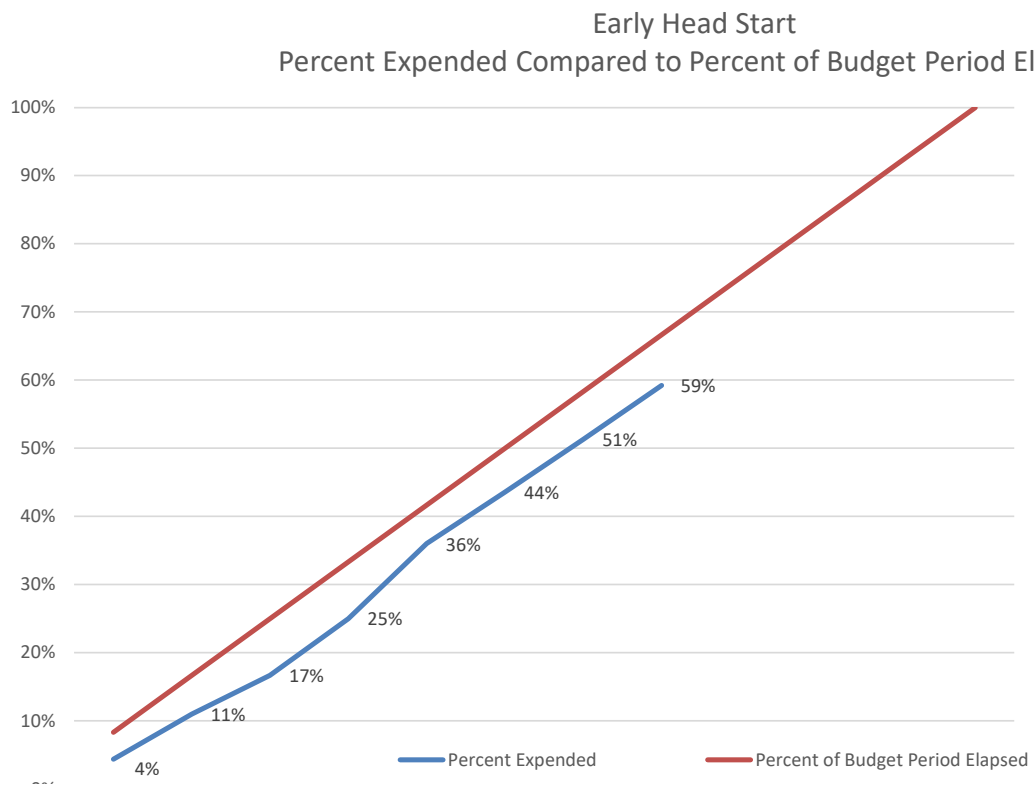
BASE FUNDS	**BUDGET**	**ACTUAL**	**REMAINING**	**% SPENT**	**% REMAINING**
PERSONNEL	9,701,422	5,138,012	4,563,410	53%	47%
FRINGE BENEFITS	2,363,974	1,473,537	890,437	62%	38%
TRAVEL	-	-	-		
EQUIPMENT	45,000	221,173	(176,173)	491%	-391%
SUPPLIES	916,242	513,158	403,084	56%	44%
CONTRACTUAL	1,025,838	367,602	658,236	36%	64%
CONSTRUCTION	-	-	-		
OTHER	1,527,720	1,551,708	(23,988)	102%	-2%
INDIRECT	1,512,778	861,870	650,908	57%	43%
TOTAL BASE FUNDING	**17,092,974**	**10,127,060**	**6,965,914**	**59%**	**41%**

TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	44,192	49,916	(5,724)	113%	-13%
SUPPLIES	30,013	9,522	20,491	32%	68%
CONTRACTUAL	26,080	14,603	11,477	56%	44%
OTHER	212,393	90,797	121,596	43%	57%
INDIRECT	31,268	18,599	12,669	59%	41%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**343,946**	**183,436**	**160,510**	**53%**	**47%**

CARRYOVER					
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	1,601,144	52,263	1,548,881	3%	97%
OTHER	24,512	156,880	(132,368)	640%	-540%
INDIRECT	-				
TOTAL CARRYOVER	**1,625,656**	**209,143**	**1,416,513**	**13%**	

GRAND TOTAL EHS FEDERAL FUNDS	**19,062,576**	**10,519,639**	**8,542,937**	**55%**	**45%**

Budget reflects Notice of Award #09CH011132-04-01
Actual expenditures include posted expenditures and estimated adjustments through 10/31/2022


Early Head Start
Percent Expended Compared to Percent of Budget Period Elapsed
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
4%
11%
17%
25%
36%
44%
51%
59%
Percent Expended
Percent of Budget Period Elapsed

MEMORANDUM

To: Budget and Finance Committee

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

Date: November 16, 2022

Subject: *Agenda Item 4a:* Early Head Start – San Joaquin (No Cost Extension) Budget to Actual Report for the period ended October 31, 2022 – **Info Item**

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021, through February 28, 2023. Twenty one months (84%) of the 25-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 95% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 100% of the budget.

Carryover Funds

Overall expenditures are at 22% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

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

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

Budget Period: February 1, 2021 - February 28, 2023 (No Cost Extension)
Report Period: February 1, 2021 - October 31, 2022
Month 21 of 25 (84%)

Prepared 9/12/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,509,263	3,234,991	274,272	92%	8%
FRINGE BENEFITS	985,996	813,437	172,559	82%	18%
TRAVEL	0	46,889	(46,889)		
EQUIPMENT	45,000	31,190	13,810	69%	31%
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	848,060	(71,331)	109%	-9%
INDIRECT	536,733	488,066	48,667	91%	9%
TOTAL	**6,007,877**	**5,713,904**	**293,972**	**95%**	**5%**

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

CARRYOVER					
EQUIPMENT	21,035	0	21,035	0%	100%
SUPPLIES	29,804	0	29,804	0%	100%
CONTRACTUAL	8,000	0	8,000	0%	100%
OTHER	381,242	97,793	283,449	26%	74%
INDIRECT	41,905	9,756	32,149	23%	77%
TOTAL	**481,986**	**107,549**	**374,437**	**22%**	**78%**

COVID CARES - Carried over from 2020-21					
PERSONNEL		19,203	(19,203)		
FRINGE BENEFITS		3,331	(3,331)		
SUPPLIES	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	**106,797**	**106,797**	**0**	**100%**	**0%**

GRAND TOTAL EHS FEDERAL FUNDS	**6,725,476**	**6,057,067**	**668,409**	**90%**	**10%**

NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,630,480	1,913,366	(282,885)	117%	-17%
TOTAL NON-FEDERAL FUNDS	**1,630,480**	**1,913,366**	**(282,885)**	**117%**	**-17%**

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

Budget reflects Notice of Award #09CH011406-02-02 and NOA 09CH011406-02-04
Actual expenditures include posted expenditures and estimated adjustments through 10/31/2022

MEMORANDUM

To: Budget and Finance Committee

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

Date: November 16, 2022

Subject: *Agenda Item 4a:* Early Head Start Child Care Partnerships (No Cost Extension) Budget to Actual Report for the Period Ended October 31, 2022 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021, through October 31, 2022. Twenty months (83%) of the 24-month budget period have elapsed. The Office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 71% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 39% of the budget.

Carryover Funds

Overall expenditures are at 97% of the budget.

COVID Cares Funds

Overall expenditures are at 32% of the budget.

Non-Federal Share

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

Community Action Partnership of Kern
Early Head Start Child Care Partnerships + Expansion
Budget to Actual Report
Budget Period: March 1, 2021 - February 28, 2023 (No Cost Extension)
Report Period: March 1, 2021 - October 31, 2022
Month 20 of 24 (83%)

Prepared 9/12/2022

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

TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	5,294	0	5,294	0%	100%
SUPPLIES	16,391	6,962	9,429	42%	58%
CONTRACTUAL		3,346	(3,346)		
OTHER	29,393	9,487	19,906	32%	68%
INDIRECT	5,107	1,904	3,203	37%	63%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**56,185**	**21,700**	**34,485**	**39%**	**61%**

CARRYOVER					
SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,336,566	122,015	95%	5%
CONTRACTUAL	14,000	19,199	(5,199)	137%	-37%
OTHER	14,121	72,098	(57,977)	511%	-411%
INDIRECT	4,412	2,128	2,284	48%	52%
TOTAL CARRYOVER	**2,507,114**	**2,429,991**	**77,123**	**97%**	**3%**

COVID CARES					
PERSONNEL					
FRINGE BENEFITS					
SUPPLIES	77,735	0	77,735	0%	100%
OTHER	24,361	35,000	(10,639)	144%	-44%
INDIRECT	10,206	400	9,806	4%	96%
TOTAL COVID	**112,302**	**35,400**	**76,902**	**32%**	**68%**

GRAND TOTAL EHS FEDERAL FUNDS	**5,103,269**	**4,211,551**	**891,718**	**83%**	**17%**

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

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

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2022

MEMORANDUM

To: Budget and Finance Committee

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

Date: November 16, 2022

Subject: *Agenda Item 4a:* American Rescue Plan Funding Budget to Actual Report for the Period Ended October 31, 2022 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through October 31, 2022, nineteen months (79.17%) 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 57% of the budget. These funds are being utilized to support the retention incentive for staff and Construction.

Community Action Partnership of Kern

American Rescue Plan

Budget to Actual Report

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

Report Period: April 1, 2021 - October 31, 2022

Month 19 of 24 (79.17%)

Prepared 09/12/2022

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

American Rescue Plan Act

PERSONNEL	763,438	490,097	273,341	64%	36%
FRINGE BENEFITS	251,934	37,492	214,442	15%	85%
TRAVEL					
SUPPLIES	553,540	553,540	0	100%	0%
CONTRACTUAL					
OTHER	830,310	386,386	443,924	47%	53%
INDIRECT	266,580	52,759	213,821	20%	80%
TOTAL	**2,665,802**	**1,520,274**	**1,145,528**	**57%**	**43%**

GRAND TOTAL ARP FEDERAL FUNDS	**3,336,361**	**2,190,833**	**1,145,528**	**66%**	**34%**

Centralized Administrative Cost	5.2%
Program Administrative Cost	0.0%
Total Administrative Cost	**5.2%**

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

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2022

MEMORANDUM

To: Budget & Finance Committee

From: Tracy Webster, Chief Financial Officer

Date: November 16, 2022

Subject: *Agenda Item 4b*: Indirect Excess (Deficit) Transfer to Discretionary - **Action Item**

CAPK implemented the utilization of the 10% De Minimis indirect rate during fiscal year 2016-17 with board approval on February 24, 2016. The use of the De Minimis rate is described in Uniform Guidance. CAPK had historically utilized a Direct Cost Rate that was administratively intensive. The De Minimis Indirect Rate was allowable for agencies that never had a negotiated indirect rate.

The use of the De Minimis Indirect Rate allows an excess or deficit indirect collection to become unrestricted. Funds held in the Indirect Fund must match the allowability of cost principles described in Uniform Guidance. Hence it is in the best interest of the agency to transfer excess or deficit funds at the end of the fiscal year to the Discretionary Fund. This will allow for the excess funds to be more transparently displayed to the Board. Plus, it allows the agency to build unrestricted reserves within the control of the Board.

Last fiscal year, excess indirect earnings for fiscal years 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 were moved to the Discretionary Fund in the amount of $3,358,062.90. During fiscal year 2021-22, an indirect excess of $135,844.72 was recognized. Accordingly, these funds will be transferred from the Indirect Fund to the Discretionary Fund.

Recommendation:

Staff recommends that the excess funds in the amount of $135,844.72 from the Indirect Fund be transferred to the Discretionary Fund.

MEMORANDUM

To: Budget & Finance Committee

From: Esperanza Contreras, Partnership Administrator

Date: November 16, 2022

Subject: *Agenda Item 4c*: County of Kern Home Visiting Program Agreement Revision – **Action Item**

Kern County Department of Human Services (DHS) received additional funding from California Department of Social Services to support the Home Visiting Program (HVP) in Kern County. As the HVP Contractor, additional funds have been awarded to CAPK to expand services to our CalWorks clients. Within the attached Agreement you will find an increase in funding of $1,459,982 for the HVP Agreement for FY 2022-23

The current agreement includes funding for $3,414,062. With the additional $1,459,982, the amended agreement will total $4,874,043. Program staff have evaluated current and historical data to identify where this funding will best support the needs of the county. Program will expand the current HVP services in the outlying communities to the East, West and Northern parts of the county. Twelve (12) additional staff will be added to the program to support this expansion and will be onboarded in positions already approved in the CAPK Compensation Schedule with approved job descriptions. The positions are: 1 HVP Coordinator, 9 Home Visitors, 1 Data Analyst and 1 Program Assistant.

The number of clients served within this revised agreement will be increased from 240 clients to 312 concurrent clients. This is an increase of seventy-two (72) clients from the current FY 22-23 agreement, CDSS has also expanded the material goods allotment per family from $500 to $1,000. As per the agreement, material goods are purchased to support clients with identified health and safety items.

This request supports the CAPK Strategic Plan Goal 2.1.1 Identifying and leveraging finding opportunities to expand services for both early childcare and youth services. 2.1.1b Increase capacity to provide slots by taking advantage of emerging funding opportunities at the County, Regional, State and Federal levels.

Recommendation:

Staff recommends the Board of Directors approve the Home Visiting Program Agreement as revised and authorize the Chief Executive Officer (CEO) to execute the Agreement on behalf of CAPK and any amendments throughout the duration of the agreement term.

***Attachments*:**

Exhibit A HVP 1 Year Plan
Organization Chart

AMENDMENT NO. 1
FOR AGREEMENT
CalWORKs HOME VISITING PROGRAM SERVICES

Independent Contractor
(COUNTY – COMMUNITY ACTION PARTNERSHIP OF KERN)

THIS AMENDMENT No 1 ("Amendment No. 1") 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**".
CONTRACTOR'S UNIQUE ENTITY IDENTIFIER NUMBER: MH2JA4FK2WK1

WHEREAS:

a. County and Contractor entered into an Agreement dated June 14, 2022 for the term of July 1, 2022 to June 30, 2024, Kern County Agreement 338-2022 (Agreement), for the Home Visiting Program; and

b. County and Contractor wish to modify scope of services; and

c. County and Contractor wish to increase the maximum compensation payable under the Agreement by $1,459,982 based on State allocation via County Fiscal Letter 22/23-12; and

d. County and Contractor agree to certain modifications as set forth in this Amendment No. 1

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

1. Paragraph 2, Section E of the Agreement is amended to read in its entirety as follows:

"2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall assume responsibility for providing the following services:

E: Material Goods

Material goods funding related to the health and safety of the child and family is available up to the $1,000 lifetime limit per family. The Contractor and Department collaborated in the development of a list of items for material goods purchased 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 **Exhibit "C"** for purchase of material goods not listed in **Exhibit "B".**

5) Monitor cases to ensure $1,000 lifetime limit per family is not exceeded.

2. Paragraph 4 of the Agreement is amended to read in its entirety as follows:

"4. COMPENSATION

County shall compensate Contractor in an amount not to exceed $4,874,043 for Fiscal Year 2022-2023 and $3,414,061 for Fiscal Year 2023-2024. The total amount of compensation over the term of this agreement is not to exceed $8,288,104. County shall reimburse Contractor for all necessary and reasonable costs incurred on behalf of County as set forth in **Exhibit "D" to Amendment No. 1**".

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" to Amendment No. "1."**

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; and

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; or

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 the Contractor by County shall not exceed the total amount of the Home Visiting funding being made available by the State to the County for the Period of July 2022 through June 30, 2024. No additional compensation will be paid. No funds paid to the Contractor through this Agreement shall be utilized to compensate employees of Contractor 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.

3. Exhibit "D" is superseded by **Exhibit "D" to Amendment No. 1**, attached hereto and made part hereof.

4. Except as expressly amended herein, all terms and conditions of the original Agreement dated June 14, 2022 as amended, will remain in full and effect

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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 “B”

CAPK / DHS 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:

Client Name: _____ **Case #**_____
Last, First, MI

Items Requested: _____

_____

Justification: _____

_____

$1000 Material Goods Balance **$0**
Cost of purchase _____
Balance Remaining _____

CAPK Home Visitor (print) _____

_____ **Date** _____
Signature

_____
CAPK Supervisor (print)

_____ **Date** _____
Signature

Approved ☐

Denied ☐

Reason:_____

_____
DHS Representative (print)
_____ **Date** _____
Signature

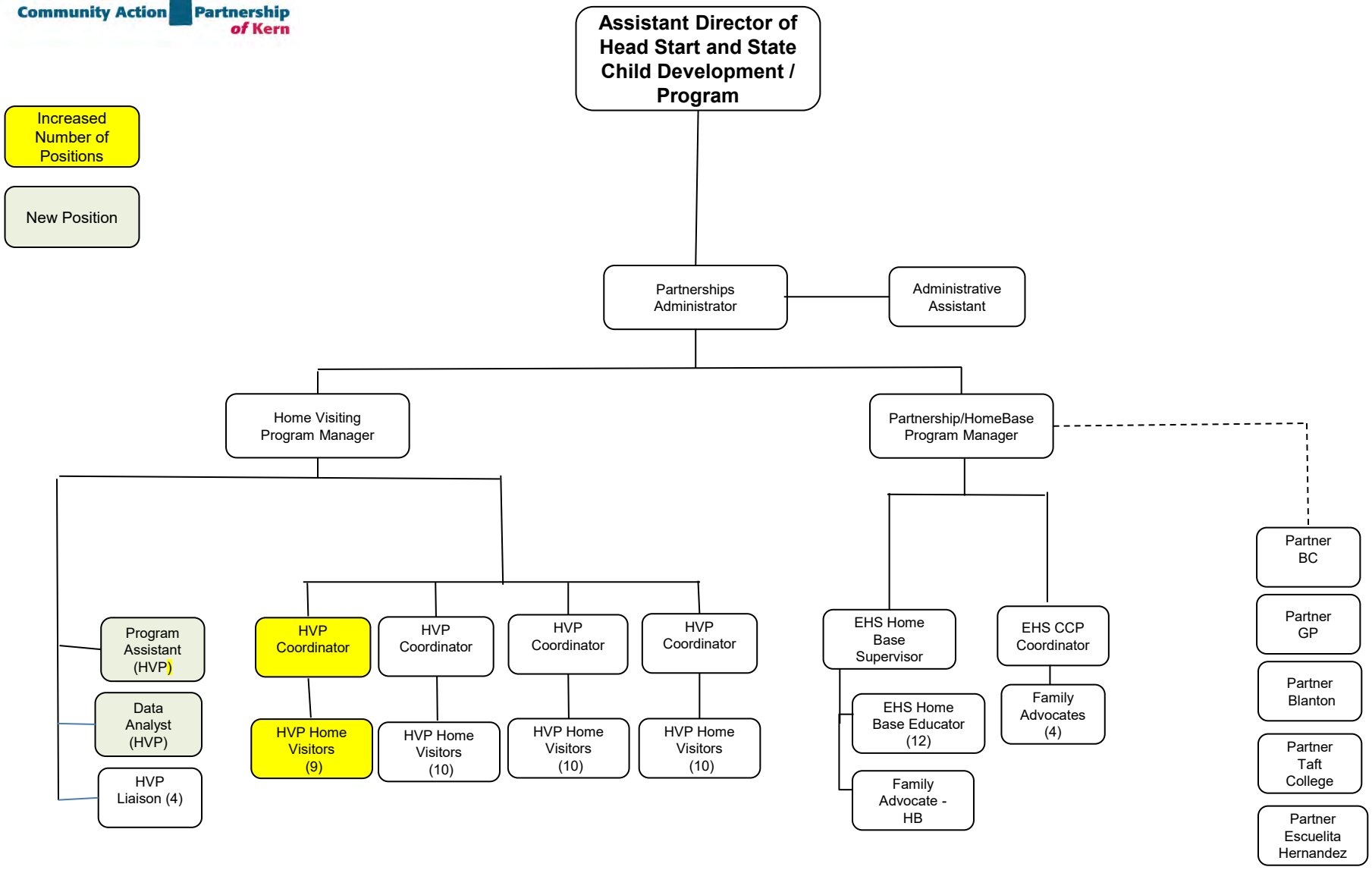
COMMUNITY ACTION PARTNERSHIP OF KERN *CAPK HOME VISITING PROGRAM* FY 22/23	
Line Item	**Budget Amount**
SALARIES	$2,710,094
PAYROLL TAXES & BENEFITS	$894,331
OPERATIONAL/PROGRAM COSTS	$826,523
TOTAL DIRECT COSTS	$4,430,948
OVERHEAD OR INDIRECT COSTS	$443,095
TOTAL COSTS	$4,874,043

COMMUNITY ACTION PARTNERSHIP OF KERN CAPK HOME VISITING PROGRAM FY 22/23	
Line Items	**Descriptive Narratives**
SALARIES	**$2,710,094**
HVI Program Manager 39 Home Visitors 4 Liaisons 4 Program Coordinators 1 Data Analyst / 1 Program Assistant 1 Senior Management (@ 50% allocation) 7 Senior Management (@ 10% allocation) 3 Program Support (@ 10% allocation)	Salaries and wages includes program management responsible for program oversight, cost-of-living adjustment, merit increase and retention incentive;1 program manager and 4 program coordinators for staff supervision and supporting monitoring. 39 home visitors responsible for provideing individual and family services and program delivery, 4 liaisons responsible for case management, enrollment services and coordination of shared communication with DHS, 1 program assistant tonsupport the program with supplies, ordering, inventory; 1 data analyst responsible for data reporting, analyzing and database. Administrative management for compliance in all areas of the program. Additional service areas include: Ridgecrest, Rosamond, Lake Isabella, Wasco, Delano, Taft.
PAYROLL TAXES & BENEFITS	**$894,331**
Taxes & Benefits	Benefits include FICA, State Disability, FUTA, Workers Compensation and benefits @33% of ssalaries and wages. Benefits include retirement, medical, dental, vision, and long term disability plan.
OPERATIONAL/PROGRAM COSTS	**$826,523**
Professional Development/Travel Rent/Facility/Utilities Phone/Telecmmunication Equipment/Leases Professional Services Marketing/Advertising/Printing Insurances Child and Family Services Supplies Nutrition Services Child Service Consultants Parent Services Material Goods	Operational expenses are prorated amounts using CAPK allocation schedule bases on am occupied square footage allocation methodology. Cost allocation includes rent, depreciation (space cost), 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 otherworkspace supplies to include furnishings for additional staff. Program curriculum, ECE consumable items, books, crafts, music, and incedental food costs. Cosultant services for specialized needs, nurse, and family engagement activity funds. Material goods related to health and safety of the child/family (not to exceed $1,000 per family). Activity kits and other educational supplies
TOTAL DIRECT COSTS	**$4,430,948**
OVERHEAD OR INDIRECT COSTS	**$443,095**
	Certified Rate 0% Fixed Rate 10%
TOTAL COSTS	**$4,874,043**

COMMUNITY ACTION PARTNERHSIP 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

COMMUNITY ACTION PARTNERHSIP OF KERN CAPK HOME VISITING PROGRAM FY 23/24	
Line Items	**Descriptive Narratives**
SALARIES	**$2,178,864**
HVI 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 Liasion positions responsible for case management, enrollment services and coordination of shared commuications with DHS; Enrollment and Attendance team meambers 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 childhod education and leadership. Travel expenses to be included. Computers and other workspace supplies to include furnishings for additonal staff. Program supplies which include curriculum, ECE consumable items, books, crafts, music, and incedental 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/Telecmmunication	
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**

Head Start/State Child Development Programs



MEMORANDUM

To: Budget and Finance

From: Jerry Meade, Assistant Director - Program

Date: November 16, 2022

Subject: *Agenda Item 4g:* Head Start /Early Head Start Budget Revision – **Action Item**

As we approach the end of our fiscal year, the Head Start and State Child Development division, through ongoing monitoring and review of the budget to actuals, is proposing to reallocate any potential savings within the budget to other projects. Program staff in partnership with the Finance division have identified savings in the Head Start / Early Head Start Kern grant in the personnel and fringe categories. We attribute this to staff vacancies, budgeted positions intentionally not filled pending construction projects as well as under-enrollment. It is the intent of the program to obtain approval to submit a Budget Revision to the Office of Head Start. Within this budget revision, staff are proposing to reallocate savings from the Personnel, Fringe and Contractual categories to Travel, Equipment, Construction, and Other categories. The table below identifies the changes proposed in the budget revision:

	Head Start BASE OPERATING			Early Head Start BASE OPERATING		
CATEGORY	**ORIGINAL**	**NEW**	**CHANGE**	**ORIGINAL**	**NEW**	**CHANGE**
Personnel	9,267,039	7,767,039	(1,500,000)	9,701,422	8,001,422	(1,700,000)
Fringe Benefits	3,776,726	2,876,726	(900,000)	2,363,974	2,463,974	100,000
Travel	0	85,000	85,000	0	80,000	68,000
Equipment	55,000	250,000	195,000	45,000	110,000	65,000
Supplies	890,498	890,498	0	916,242	916,242	0
Contractual	165,175	255,175	90,000	1,025,838	725,838	(300,000)
Facilities/Construction	0	1,049,500	1,049,500	0	175,000	175,000
Other	2,724,977	3,724,977	1,000,000	1,527,720	3,127,720	1,600,000
Indirect	1,630,902	1,611,402	(19,500)	1,512,778	1,504,778	(8,000)
TOTAL	**18,510,317**	**18,510,317**	**0**	**17,092,974**	**17,092,974**	**0**

Savings from Personnel, Fringe and Contractual will augment project expenditures in the Travel category to support the increased travel opportunities stemming from former COVID restrictions. The request will include the purchase of additional vehicles to replace the aging vans currently used by the Central Kitchen. For expenditures in both Construction and the Other categories, funds will support construction expenditures as well as, the minor renovation and repair projects at HS/EHS facilities.

Recommendation:

Staff recommends approval, with resolution, for the submission of the Budget Revision for Head Start and Early Head Start Kern (09CH011132) for the 2022-2023 budget periods.

Attachment:
Resolution #2022-37

RESOLUTION # 2022-37

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Budget Revision of Head Start and Early Head Start Grant

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met remotely on November 30, 2022, 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 has requested to submit an Budget Revision for the Head Start / Early Head Start Kern (09CH011132), for budget year 2022-2023; and

WHEREAS, the Head Start and State Child Development Division has requested to submit an budget revision to support vehicle purchases and general maintenance/repair and construction projects; and

WHEREAS, the Office of Head Start requires that an authorized signatory be named for the Head Start and Early Head Start 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 budget revision as presented including equipment purchases for the Head Start and Early Head Start 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 the 2022-2023 budget revision for the Head Start and Early Head Start grant.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 30th day of November 2022.

Fred Plane, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Budget and Finance Committee

From: Vanessa Cortez, Grant Administrator

Date: November 16, 2022

Subject: *Agenda Item 4e:* Farmers Markets Contract Agreements: Wonderful Community Grant - **Action Item**

The Wonderful Company routinely donates funding for the purpose of improving the health and well-being of Central Valley Communities. Through recent grant applications, CAPK was awarded $128,000 to support operational costs of Farmers Markets in Shafter, Delano, and Wasco.

The grant period begins on December 1, 2022 and ends on November 30, 2023. The CAPK Food Bank will utilize grant funds to purchase produce for distribution.

Due to various economic challenges including a dramatic rise in the cost of food, our Food Bank has seen a measurable increase in the need for food assistance throughout Kern County. On average, 325 families receive access to no cost produce every month at each location.

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.

Recommendation:

Staff recommends approval of the Farmers Market Contracts for Shafter, Delano and Wasco, and authorize the Chief Executive Officer to execute the contracts and any amendments throughout the term of the contracts.

Attachments:

Shafter Farmers Market Contract Agreement 2022
Delano Farmers Market Contract Agreement 2022
Wasco Farmers Market Contract Agreement 2022

RESNICK FOUNDATION

11444 West Olympic Boulevard • Los Angeles, CA 90064 • (310) 966-5752 • philanthropy@wonderful.com

11/01/2022

Dear Pritika Ram,

On behalf of the Resnick Foundation (the "Foundation"), I am pleased to announce that Community Action Partnership of Kern ("the Grantee") has been selected to receive a Wonderful Community Grant in the amount of $28,000 in support of the "Free Farmers Market Shafter", as more fully described in the proposal submitted by Grantee attached hereto as Exhibit A (the "Grant Proposal"). This Grant is for the grant period beginning 12/1/2022 and ending 11/30/2023. The Foundation agrees to pay the Wonderful Community Grant according to the schedule below:

$28,000 shall be paid on or around 12/01/2022

Payment of these funds is subject to the terms and conditions set forth in the Grant Agreement below.

GRANT AGREEMENT

As a recipient of a Wonderful Community Grant, you agree to the following:

1. USE OF GRANT FUNDS

Funds will be used for the purpose set forth in the Grant Proposal, provided that the purpose may be amended from time to time as mutually agreed by the Foundation and the Grantee. Notwithstanding the foregoing, in no event shall the funds be used for any other purpose unless otherwise discussed and agreed upon in writing by the Foundation. All of the funds will be used prior to 11/30/2023, unless otherwise discussed and agreed upon by the foundation. You agree to comply with any and all requirements, terms and conditions set forth in your grant application and as may be provided by the Foundation from time to time during the grant period.

2. PAYMENT OF GRANT FUNDS

All payments of the funds to the Grantee hereunder shall be made by the Foundation by ACH transfer as follows:

Beneficiary Bank: _____
Beneficiary Bank Address: _____
Beneficiary Bank Code: _____
Beneficiary Account No.: _____
Account Type: _____
ABA No.: _____

3. REQUIRED REPORTING

The Grantee agrees to submit a project plan, monthly reports, and final report as outlined in the Reporting Guidelines provided to the Grantee, as well as any additional updates as requested by the Foundation in connection with and relating to your project during the grant period. The Grantee must maintain records of receipts and expenditures and submit receipts for the purchase of any items valued at $1,000 or greater to the Foundation attached to the next monthly report following the date of purchase. Failure to submit the required reports or respond to any requests you receive from the Foundation for additional updates may make you ineligible to receive any future funding.

4. SITE VISITS

The Grantee will be required to participate in a minimum of one (1) virtual or in-person site visit to assess the progress of your project during the grant period.

5. PUBLICITY

No announcement or recognition of this donation may be made without prior written approval from the Foundation. If the Foundation agrees in writing to any such announcement or recognition, The Wonderful Company LLC (the "Company") shall receive recognition for this donation.

6. NAMING/BRANDING RIGHTS

In consideration of the Wonderful Community Grant, the Grantee agrees and acknowledges that the Foundation reserves the right to place the Company name and logo on any physical structures or materials purchased or produced with the Wonderful Community Grant funds.

7. TAX STATUS

By countersigning this letter, the Grantee confirms that it either: (1) has been determined by the Internal Revenue Service to be an organization (a) described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and (b) which is not a private foundation within the meaning of Section 509(a) of the Code, and that such determination has not been revoked or modified and continues in full force and effect; or (2) is a governmental entity described in Section 170(c)(1) or 511(a)(2)(B) of the Code. If any such determination is revoked or modified, the Grantee shall notify the Foundation immediately. No payment hereunder shall be required to be made at any time after the Grantee ceases to be an organization described in Sections 501(c)(3), 170(c)(1) or 511(a)(2)(B) of the Code and which is not a private foundation.

8. INSURANCE

Grantee agrees to maintain, at its sole cost and expense, and will ensure that all of its subcontractors and vendors maintain, insurance with carriers with A.M. Best's ratings of not less than A-, and a minimum Financial Rating of Class VII and the type of insurance and coverage shall be in such amounts as shall be reasonable to satisfy its obligations under this Grant Agreement, including, but not limited to, its indemnification obligations under this Grant Agreement and all insurance required by law. Grantee shall furnish to the Foundation a certificate(s) of insurance evidencing such insurance coverage and such certificate shall name the Foundation as an additional insured. The liability of Grantee under this Grant Agreement shall not be limited to or by the insurance coverage required of Grantee.

9. INDEMNIFICATION

Grantee shall indemnify and hold harmless the Foundation and its affiliates, heirs, beneficiaries, successors, assigns, and representatives from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including sales and use taxes, if any, and reasonable attorneys' fees (at market rates) and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, that may arise or which relate to or arise from this Grant Agreement or the breach of any of Grantee's obligations, representations, warranties or covenants set forth in this Grant Agreement.

10. COVID-19

The Foundation and the Grantee acknowledge and agree that the parties are entering into this Grant Agreement during the COVID-19 pandemic (the "Pandemic"). The Grantee agrees that during the Pandemic, you will use reasonable endeavors to meet your obligations under this Grant Agreement, including, but not limited to, the execution and/or completion of your project during the Grant Period. If, during the Pandemic, it appears to the Foundation or the Grantee that the Grantee will be unable to fulfill part or all of its obligations under this Grant Agreement (including, for example, but not limited to, due to a shortage of personnel or government guidance making it impracticable or impossible for the Grantee to complete the project), then the Foundation, in its sole discretion, may either (i) terminate this Grant Agreement and cancel any further payments of grant funds, and

the Grantee shall return any and all unspent funds from your Wonderful Community Grant, or (ii) extend the grant period for the Grantee to execute and/or complete the project.

In the event you do not comply with any of the requirements set forth herein, the Foundation reserves the right to terminate your Wonderful Community Grant and cancel any further payments of grant funds. If your Wonderful Community Grant is terminated, you shall return any and all unspent funds from your Wonderful Community Grant within two (2) weeks after the effective date of such termination.

Executed on behalf of the Resnick Foundation:

Signature _____

Craig B. Cooper, Executive Vice President

Date _____

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Grant Agreement, and hereby certify my authority to execute this agreement on Grantee's behalf:

Signature _____

Name _____

Title _____

Mailing Address _____

_____

Date _____

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

Organization Contact Information

* Organization Legal Name	Community Action Partnership of Kern
AKA Name	CAPK
* Tax ID	95-2402760
* Organization Mailing Address	5005 Business Park North
* Organization City	Bakersfield
* Organization State	California
* Organization Zip Code	93309-1651
* Organization Website	http://www.capk.org

Organization Information

* Mission Statement	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.
* Organization History	CAPK has been the official anti-poverty agency for Kern County, working to provide services for low-income families since 1965. One of more than 1,000 community action agencies nationwide, CAPK is one of Kern County's largest nonprofit 501(c)(3) corporations. The Agency has over 900 employees and 17 comprehensive direct service programs. CAPK provides help and hope to over 100,000 low-to-moderate income residents and 50,000 families annually by providing basic needs during crisis and challenging times, pre-K child development and education, case management, home-based services, prevention and education services, financial education and empowerment support, social and life skills-building, pre-employment and paid work experience. Through these services, CAPK provides hands-on experience/s designed to increase self-sufficiency, foster increased learning and provide opportunities for productive and successful lives.
* Active Programs	Through a variety of programs and in collaboration with other community service agencies, CAPK helps participants pursue their educational goals, secure, and retain health insurance, maintain adequate housing, obtain energy subsidy and weatherization assistance, counteracts hunger and malnutrition, provides early learning education, and other personal/ family development opportunities. Our current and active programs include: 1) Head Start & Early Head Start 2) Home Visiting Program 3) CalFresh Healthy Living 4) Central Kitchen 5) Food Bank 6)WIC 7) 2-1-1 Call Center 8) Coordinated Entry System 9) Energy Program (Utility Assistance & Weatherization) 10) Housing Services 11) Homeless Services at M Street

12) Volunteer Income Tax Assistance

13) East Kern Family Resource Center

14) Oasis Family Resource Center

15) Friendship House Community Center

16) Shafter Youth Center

17) Migrant Childcare Program

* Number of Paid Full-Time Staff	665
* Number of Paid Part-Time Staff	257
* Average Annual Number of Volunteers	1000
* Annual Organization Budget	$104,174,023.00
* Organization Financials	• 2020 Form 990_FINAL.pdf (587.51 K), uploaded by Savannah Maldonado on 07/20/2022

Contact/Project Lead Information

* First Name	Vanessa
* Last Name	Cortez
* Title	Senior Community Development Specialist
* E-mail Address	vcortez@capk.org
* Telephone	8186341885
* Secondary Contact First Name	Pritika
* Secondary Contact Last Name	Ram
* Secondary Contact Title	Chief Business Development Officer
* Secondary Contact E-mail Address	pram@capk.org
* Secondary Contact Phone Number	(661) 336-5236 Ext 1142

Contact/Project Lead Information

* First Name	Kelly
* Last Name	Lowery
* Title	Program Administrator – Food Bank
* E-mail Address	klowery@capk.org
* Telephone	6613365236
* Secondary Contact First Name	Susana
* Secondary Contact Last Name	Magana
* Secondary Contact Title	Director of Health and Nutrition
* Secondary Contact E-mail Address	smagana@capk.org
* Secondary Contact Phone Number	6613365236

Grant Request Information

* What communities will be impacted by this grant?	Shafter
* Please select one area of focus for your project:	Health and Wellness
* Please select your grant category:	Program Support
* Project Start Date	11/01/2022
* Project End Date	11/30/2023
* Requested Cash Amount	$50,000.00

Project Description

* Project Title	Shafter Free Farmers Market 2022-23

* Project Summary	With funding from Wonderful, CAPK will be able to provide free farmers markets in the underserved community of Shafter. These free farmers markets will offer a range of nutritional food at no cost to the community that is plagued by severe food insecurity. By addressing food access and cost concerns, obesity and health related issues will also benefit individuals and families living in this area.
* Project Overview	The CAPK Food Bank proposes to continue the success of the Shafter Free Farmers Markets and increase our response to food insecurity. If awarded, CAPK will provide access to free produce as well as other items such as bread, when available. Due to various economic challenges including a dramatic rise in the cost of food, our Food Bank has seen a measurable increase in the need for food assistance throughout Kern County. Currently, in partnership with Wonderful, we provide approximately 1,800 people in Shafter with access to no-cost produce every month.
* Impact Statement	Reduce local food insecurity rates by increasing access and affordability to produce and goods distributed at our local farmers markets.
* Statement of Need	Kern County consistently ranks among the top 5 most-productive agricultural counties in the US; yet many Kern County residents experience hunger and malnourishment. According to Feeding America (FA), 22.8% of children in Kern County are food insecure compared to 13% of children in California. Data on Shafter affirm these assertions. Based on FA's statistics, 1,568 children are food insecure in these city. CAPK expanded our services to Shafter in 2020; total pounds distributed doubled (210%) between 2020 and 2021 due to the pandemic. Thus, more than ever, social service providers need to increase local access via farmers markets
* Project Deliverables	1. Hold Monthly No-Cost Farmers Market Produce Distributions 2. Distribute approximately 86,000 pounds of produce 3. Serve approximately 325 households monthly
* Project Goals and Outcomes	We expect to serve 23,400 during the grant term. Our goal is to reduce health and food insecurity disparities by increasing access to affordable fruits and vegetables in the community of Shafter. Reducing these barriers will increase healthy consumption patterns that improve the wellness of local community members.
* Project Timeline	Farmers markets will occur every month during November of 2022 until November of 2023
* Evaluation Plan	Success will be measured by number of households served, number of pounds distributed, and number of people who receive nutrition information.
Partnerships/Collaborations	Sign-in sheets will be used at each Free Farmers Market. Produce distributed at each market will be tracked using pre-and-post market weights. Pre-and post-counts will be used to track nutrition information handed out. All tracked information will be entered into an Excel database and reports will be issued at the end of the project.

Project Budget Calculation

* Project Personnel	$5,187.00
* Contracted Services/Partnerships	$0.00
* Supplies & Equipment	$2,813.00
* Printing & Production	$2,000.00
* Meals & Transportation	$2,880.00
* Recognition Costs	$0.00
* Other Costs	$37,120.00
* Total Budget	$50,000.00

Project Budget Detail

* Project Personnel Description	1) Warehouse Specialist @ 8 hours/month x 12 months x $18.22 hr = $1749; (2) Warehouse Specialist @ 4 hours/month x 12 months x $17.69 hr.= $849; Farmers Market Coordinator @ 5 hours/month x 12 months x $24.23 hr.= $1,454; Salary Total: $4,052; Benefits @ 28% = $1,135.
* Contracted Services/Partnerships Description	0
* Supplies & Equipment Description	Supplies include t-shirts for volunteers, paper, bags, pens, clipboards, etc
* Printing & Production Description	Flyers, posters, etc. to promote markets
* Meals & Transportation Description	Gas - $200 x 2 box vans +$80 for pick-up truck = $480 per trip x 6 trips
* Recognition Costs Description	0
* Other Costs Description	10% deminis indirect cost rate + costs for goods distributed at the farmers

markets

* Other Funding	In kind volunteers for event valued at approximately $7,000
* Grant Request Amount	$50,000.00
* What is your cost per person served?	$2.14

Grant Agreement

* User Agreement	Agree
* Electronic Signature	Vanessa Cortez
* Title	Senior Community Development Specialist
* Date	09/07/2022

Please be sure to save and/or print a copy of your completed application for your records. A copy of this application will also be available through this online system upon log-in.

RESNICK FOUNDATION

11444 West Olympic Boulevard • Los Angeles, CA 90064 • (310) 966-5752 • philanthropy@wonderful.com

11/01/2022

Dear Pritika Ram,

On behalf of the Resnick Foundation (the "Foundation"), I am pleased to announce that Community Action Partnership of Kern ("the Grantee") has been selected to receive a Wonderful Community Grant in the amount of $50,000 in support of the "Free Farmers Market Delano" project, as more fully described in the proposal submitted by Grantee attached hereto as Exhibit A (the "Grant Proposal"). This Grant is for the grant period beginning 12/01/2022 and ending 11/30/2023. The Foundation agrees to pay the Wonderful Community Grant according to the schedule below:

$25,000 shall be paid on or around 12/01/2022

$25,000 shall be paid on or around 06/01/2023

Payment of these funds is subject to the terms and conditions set forth in the Grant Agreement below.

GRANT AGREEMENT

As a recipient of a Wonderful Community Grant, you agree to the following:

1. USE OF GRANT FUNDS

Funds will be used for the purpose set forth in the Grant Proposal, provided that the purpose may be amended from time to time as mutually agreed by the Foundation and the Grantee. Notwithstanding the foregoing, in no event shall the funds be used for any other purpose unless otherwise discussed and agreed upon in writing by the Foundation. All of the funds will be used prior to 11/30/2023, unless otherwise discussed and agreed upon by the foundation. You agree to comply with any and all requirements, terms and conditions set forth in your grant application and as may be provided by the Foundation from time to time during the grant period.

2. PAYMENT OF GRANT FUNDS

All payments of the funds to the Grantee hereunder shall be made by the Foundation by ACH transfer as follows:

Beneficiary Bank: _____
Beneficiary Bank Address: _____
Beneficiary Bank Code: _____
Beneficiary Account No.: _____
Account Type: _____
ABA No.: _____

3. REQUIRED REPORTING

The Grantee agrees to submit a project plan, monthly reports, and final report as outlined in the Reporting Guidelines provided to the Grantee, as well as any additional updates as requested by the Foundation in connection with and relating to your project during the grant period. The Grantee must maintain records of receipts and expenditures and submit receipts for the purchase of any items valued at $1,000 or greater to the Foundation attached to the next monthly report following the date of purchase. Failure to submit the required reports or respond to any requests you receive from the Foundation for additional updates may make you ineligible to receive any future funding.

4. SITE VISITS

The Grantee will be required to participate in a minimum of one (1) virtual or in-person site visit to assess the progress of your project during the grant period.

5. PUBLICITY

No announcement or recognition of this donation may be made without prior written approval from the Foundation. If the Foundation agrees in writing to any such announcement or recognition, The Wonderful Company LLC (the "Company") shall receive recognition for this donation.

6. NAMING/BRANDING RIGHTS

In consideration of the Wonderful Community Grant, the Grantee agrees and acknowledges that the Foundation reserves the right to place the Company name and logo on any physical structures or materials purchased or produced with the Wonderful Community Grant funds.

7. TAX STATUS

By countersigning this letter, the Grantee confirms that it either: (1) has been determined by the Internal Revenue Service to be an organization (a) described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and (b) which is not a private foundation within the meaning of Section 509(a) of the Code, and that such determination has not been revoked or modified and continues in full force and effect; or (2) is a governmental entity described in Section 170(c)(1) or 511(a)(2)(B) of the Code. If any such determination is revoked or modified, the Grantee shall notify the Foundation immediately. No payment hereunder shall be required to be made at any time after the Grantee ceases to be an organization described in Sections 501(c)(3), 170(c)(1) or 511(a)(2)(B) of the Code and which is not a private foundation.

8. INSURANCE

Grantee agrees to maintain, at its sole cost and expense, and will ensure that all of its subcontractors and vendors maintain, insurance with carriers with A.M. Best's ratings of not less than A-, and a minimum Financial Rating of Class VII and the type of insurance and coverage shall be in such amounts as shall be reasonable to satisfy its obligations under this Grant Agreement, including, but not limited to, its indemnification obligations under this Grant Agreement and all insurance required by law. Grantee shall furnish to the Foundation a certificate(s) of insurance evidencing such insurance coverage and such certificate shall name the Foundation as an additional insured. The liability of Grantee under this Grant Agreement shall not be limited to or by the insurance coverage required of Grantee.

9. INDEMNIFICATION

Grantee shall indemnify and hold harmless the Foundation and its affiliates, heirs, beneficiaries, successors, assigns, and representatives from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including sales and use taxes, if any, and reasonable attorneys' fees (at market rates) and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, that may arise or which relate to or arise from this Grant Agreement or the breach of any of Grantee's obligations, representations, warranties or covenants set forth in this Grant Agreement.

10. COVID-19

The Foundation and the Grantee acknowledge and agree that the parties are entering into this Grant Agreement during the COVID-19 pandemic (the "Pandemic"). The Grantee agrees that during the Pandemic, you will use reasonable endeavors to meet your obligations under this Grant Agreement, including, but not limited to, the execution and/or completion of your project during the Grant Period. If, during the Pandemic, it appears to the Foundation or the Grantee that the Grantee will be unable to fulfill part or all of its obligations under this Grant Agreement (including, for example, but not limited to, due to a shortage of personnel or government guidance making it impracticable or impossible for the Grantee to complete the project), then the Foundation, in its sole discretion, may either (i) terminate this Grant Agreement and cancel any further payments of grant funds, and

the Grantee shall return any and all unspent funds from your Wonderful Community Grant, or (ii) extend the grant period for the Grantee to execute and/or complete the project.

In the event you do not comply with any of the requirements set forth herein, the Foundation reserves the right to terminate your Wonderful Community Grant and cancel any further payments of grant funds. If your Wonderful Community Grant is terminated, you shall return any and all unspent funds from your Wonderful Community Grant within two (2) weeks after the effective date of such termination.

Executed on behalf of the Resnick Foundation:

Signature _____

Craig B. Cooper, Executive Vice President

Date _____

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Grant Agreement, and hereby certify my authority to execute this agreement on Grantee's behalf:

Signature _____

Name _____

Title _____

Mailing Address _____

_____

Date _____

theWonderfulcompany

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

Organization Contact Information

* Organization Legal Name	Community Action Partnership of Kern
AKA Name	CAPK
* Tax ID	95-2402760
* Organization Mailing Address	5005 Business Park North
* Organization City	Bakersfield
* Organization State	California
* Organization Zip Code	93309-1651
* Organization Website	http://www.capk.org

Organization Information

* Mission Statement	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.
* Organization History	CAPK has been the official anti-poverty agency for Kern County, working to provide services for low-income families since 1965. One of more than 1,000 community action agencies nationwide, CAPK is one of Kern County's largest nonprofit 501(c)(3) corporations. The Agency has over 900 employees and 17 comprehensive direct service programs. CAPK provides help and hope to over 100,000 low-to-moderate income residents and 50,000 families annually by providing basic needs during crisis and challenging times, pre-K child development and education, case management, home-based services, prevention and education services, financial education and empowerment support, social and life skills-building, pre-employment and paid work experience. Through these services, CAPK provides hands-on experience/s designed to increase self-sufficiency, foster increased learning and provide opportunities for productive and successful lives.
* Active Programs	Through a variety of programs and in collaboration with other community service agencies, CAPK helps participants pursue their educational goals, secure, and retain health insurance, maintain adequate housing, obtain energy subsidy and weatherization assistance, counteracts hunger and malnutrition, provides early learning education, and other personal/ family development opportunities. Our current and active programs include: 1) Head Start & Early Head Start 2) Home Visiting Program 3) CalFresh Healthy Living 4) Central Kitchen 5) Food Bank 6)WIC 7) 2-1-1 Call Center 8) Coordinated Entry System 9) Energy Program (Utility Assistance & Weatherization) 10) Housing Services 11) Homeless Services at M Street

12) Volunteer Income Tax Assistance

13) East Kern Family Resource Center

14) Oasis Family Resource Center

15) Friendship House Community Center

16) Shafter Youth Center

17) Migrant Childcare Program

* Number of Paid Full-Time Staff	665
* Number of Paid Part-Time Staff	257
* Average Annual Number of Volunteers	1000
* Annual Organization Budget	$104,174,023.00
* Organization Financials	• 2020 Form 990_FINAL.pdf (587.51 K), uploaded by Savannah Maldonado on 07/20/2022

Contact/Project Lead Information

* First Name	Vanessa
* Last Name	Cortez
* Title	Senior Community Development Specialist
* E-mail Address	vcortez@capk.org
* Telephone	8186341885
* Secondary Contact First Name	Pritika
* Secondary Contact Last Name	Ram
* Secondary Contact Title	Chief Business Development Officer
* Secondary Contact E-mail Address	pram@capk.org
* Secondary Contact Phone Number	(661) 336-5236 Ext 1142

Contact/Project Lead Information

* First Name	Kelly
* Last Name	Lowery
* Title	Program Administrator – Food Bank
* E-mail Address	klowery@capk.org
* Telephone	6613365236
* Secondary Contact First Name	Susana
* Secondary Contact Last Name	Magana
* Secondary Contact Title	Director of Health and Nutrition
* Secondary Contact E-mail Address	smagana@capk.org
* Secondary Contact Phone Number	6613365236

Grant Request Information

* What communities will be impacted by this grant?	Delano
* Please select one area of focus for your project:	Health and Wellness
* Please select your grant category:	Program Support
* Project Start Date	11/01/2022
* Project End Date	11/30/2023
* Requested Cash Amount	$50,000.00

Project Description

* Project Title	Delano Free Farmers Market 2022-23

* Project Summary	With funding from Wonderful, CAPK will be able to provide free farmers markets in the underserved community of Delano. These free farmers markets will offer a range of nutritional food at no cost to the community that is plagued by severe food insecurity. By addressing food access and cost concerns, obesity and health related issues will also benefit individuals and families living in this area.
* Project Overview	The CAPK Food Bank proposes to continue the success of the Delano Free Farmers Markets and increase our response to food insecurity. If awarded, CAPK will provide access to free produce as well as other items such as bread, when available. Due to various economic challenges including a dramatic rise in the cost of food, our Food Bank has seen a measurable increase in the need for food assistance throughout Kern County. Currently, in partnership with Wonderful, we provide approximately 1,800 people in Delano with access to no-cost produce every month.
* Impact Statement	Reduce local food insecurity rates by increasing access and affordability to produce and goods distributed at our local farmers markets.
* Statement of Need	Kern County consistently ranks among the top 5 most-productive agricultural counties in the US; yet many Kern County residents experience hunger and malnourishment. According to Feeding America (FA), 22.8% of children in Kern County are food insecure compared to 13% of children in California. Data on Delano affirm these assertions. Based on FA's statistics, 3,087 children are food insecure in these city. On average, CAPK observed a 158% increase in pounds distributed between 2019 and 2020 in Delano. Thus, more than ever, social service providers need to increase local access via farmers markets.
* Project Deliverables	1. Hold Monthly No-Cost Farmers Market Produce Distributions 2. Distribute approximately 150,000 pounds of produce 3. Serve approximately 325 households monthly
* Project Goals and Outcomes	We expect to serve 23,400 during the grant term. Our goal is to reduce health and food insecurity disparities by increasing access to affordable fruits and vegetables in the community of Delano. Reducing these barriers will increase healthy consumption patterns that improve the wellness of local community members.
* Project Timeline	Farmers markets will occur every month during November of 2022 until November of 2023
* Evaluation Plan	Success will be measured by number of households served, number of pounds distributed, and number of people who receive nutrition information. Sign-in sheets will be used at each Free Farmers Market. Produce distributed at each market will be tracked using pre-and-post market weights. Pre-and post-counts will be used to track nutrition information handed out. All tracked information will be entered into an Excel database and reports will be issued at the end of the project.
Partnerships/Collaborations	

Project Budget Calculation

* Project Personnel	$5,187.00
* Contracted Services/Partnerships	$0.00
* Supplies & Equipment	$2,813.00
* Printing & Production	$2,000.00
* Meals & Transportation	$2,880.00
* Recognition Costs	$0.00
* Other Costs	$37,120.00
* Total Budget	$50,000.00

Project Budget Detail

* Project Personnel Description	1) Warehouse Specialist @ 8 hours/month x 12 months x $18.22 hr = $1749; (2) Warehouse Specialist @ 4 hours/month x 12 months x $17.69 hr.= $849; Farmers Market Coordinator @ 5 hours/month x 12 months x $24.23 hr.= $1,454; Salary Total: $4,052; Benefits @ 28% = $1,135.
* Contracted Services/Partnerships Description	0
* Supplies & Equipment Description	Supplies include t-shirts for volunteers, paper, bags, pens, clipboards, etc
* Printing & Production Description	Flyers, posters, etc. to promote markets
* Meals & Transportation Description	Gas - $200 x 2 box vans +$80 for pick-up truck = $480 per trip x 6 trips
* Recognition Costs Description	0

* Other Costs Description	10% deminis indirect cost rate + costs for goods distributed at the farmers markets
* Other Funding	In kind volunteers for event valued at approximately $7,000
* Grant Request Amount	$50,000.00
* What is your cost per person served?	$2.14

Grant Agreement

* User Agreement	Agree
* Electronic Signature	Vanessa Cortez
* Title	Senior Community Development Specialist
* Date	09/07/2022

Please be sure to save and/or print a copy of your completed application for your records. A copy of this application will also be available through this online system upon log-in.

RESNICK FOUNDATION

11444 West Olympic Boulevard • Los Angeles, CA 90064 • (310) 966-5752 • philanthropy@wonderful.com

11/01/2022

Dear Pritika Ram,

On behalf of the Resnick Foundation (the "Foundation"), I am pleased to announce that Community Action Partnership of Kern ("the Grantee") has been selected to receive a Wonderful Community Grant in the amount of $50,000 in support of the "Free Farmers Market Wasco" project, as more fully described in the proposal submitted by Grantee attached hereto as Exhibit A (the "Grant Proposal"). This Grant is for the grant period beginning 12/01/2022 and ending 11/30/2023. The Foundation agrees to pay the Wonderful Community Grant according to the schedule below:

$25,000 shall be paid on or around 12/01/2022

$25,000 shall be paid on or around 06/01/2023

Payment of these funds is subject to the terms and conditions set forth in the Grant Agreement below.

GRANT AGREEMENT

As a recipient of a Wonderful Community Grant, you agree to the following:

1. USE OF GRANT FUNDS

Funds will be used for the purpose set forth in the Grant Proposal, provided that the purpose may be amended from time to time as mutually agreed by the Foundation and the Grantee. Notwithstanding the foregoing, in no event shall the funds be used for any other purpose unless otherwise discussed and agreed upon in writing by the Foundation. All of the funds will be used prior to 11/30/2023, unless otherwise discussed and agreed upon by the foundation. You agree to comply with any and all requirements, terms and conditions set forth in your grant application and as may be provided by the Foundation from time to time during the grant period.

2. PAYMENT OF GRANT FUNDS

All payments of the funds to the Grantee hereunder shall be made by the Foundation by ACH transfer as follows:

Beneficiary Bank: _____
Beneficiary Bank Address: _____
Beneficiary Bank Code: _____
Beneficiary Account No.: _____
Account Type: _____
ABA No.: _____

3. REQUIRED REPORTING

The Grantee agrees to submit a project plan, monthly reports, and final report as outlined in the Reporting Guidelines provided to the Grantee, as well as any additional updates as requested by the Foundation in connection with and relating to your project during the grant period. The Grantee must maintain records of receipts and expenditures and submit receipts for the purchase of any items valued at $1,000 or greater to the Foundation attached to the next monthly report following the date of purchase. Failure to submit the required reports or respond to any requests you receive from the Foundation for additional updates may make you ineligible to receive any future funding.

4. SITE VISITS

The Grantee will be required to participate in a minimum of one (1) virtual or in-person site visit to assess the progress of your project during the grant period.

5. PUBLICITY

No announcement or recognition of this donation may be made without prior written approval from the Foundation. If the Foundation agrees in writing to any such announcement or recognition, The Wonderful Company LLC (the "Company") shall receive recognition for this donation.

6. NAMING/BRANDING RIGHTS

In consideration of the Wonderful Community Grant, the Grantee agrees and acknowledges that the Foundation reserves the right to place the Company name and logo on any physical structures or materials purchased or produced with the Wonderful Community Grant funds.

7. TAX STATUS

By countersigning this letter, the Grantee confirms that it either: (1) has been determined by the Internal Revenue Service to be an organization (a) described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and (b) which is not a private foundation within the meaning of Section 509(a) of the Code, and that such determination has not been revoked or modified and continues in full force and effect; or (2) is a governmental entity described in Section 170(c)(1) or 511(a)(2)(B) of the Code. If any such determination is revoked or modified, the Grantee shall notify the Foundation immediately. No payment hereunder shall be required to be made at any time after the Grantee ceases to be an organization described in Sections 501(c)(3), 170(c)(1) or 511(a)(2)(B) of the Code and which is not a private foundation.

8. INSURANCE

Grantee agrees to maintain, at its sole cost and expense, and will ensure that all of its subcontractors and vendors maintain, insurance with carriers with A.M. Best's ratings of not less than A-, and a minimum Financial Rating of Class VII and the type of insurance and coverage shall be in such amounts as shall be reasonable to satisfy its obligations under this Grant Agreement, including, but not limited to, its indemnification obligations under this Grant Agreement and all insurance required by law. Grantee shall furnish to the Foundation a certificate(s) of insurance evidencing such insurance coverage and such certificate shall name the Foundation as an additional insured. The liability of Grantee under this Grant Agreement shall not be limited to or by the insurance coverage required of Grantee.

9. INDEMNIFICATION

Grantee shall indemnify and hold harmless the Foundation and its affiliates, heirs, beneficiaries, successors, assigns, and representatives from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including sales and use taxes, if any, and reasonable attorneys' fees (at market rates) and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, that may arise or which relate to or arise from this Grant Agreement or the breach of any of Grantee's obligations, representations, warranties or covenants set forth in this Grant Agreement.

10. COVID-19

The Foundation and the Grantee acknowledge and agree that the parties are entering into this Grant Agreement during the COVID-19 pandemic (the "Pandemic"). The Grantee agrees that during the Pandemic, you will use reasonable endeavors to meet your obligations under this Grant Agreement, including, but not limited to, the execution and/or completion of your project during the Grant Period. If, during the Pandemic, it appears to the Foundation or the Grantee that the Grantee will be unable to fulfill part or all of its obligations under this Grant Agreement (including, for example, but not limited to, due to a shortage of personnel or government guidance making it impracticable or impossible for the Grantee to complete the project), then the Foundation, in its sole discretion, may either (i) terminate this Grant Agreement and cancel any further payments of grant funds, and

the Grantee shall return any and all unspent funds from your Wonderful Community Grant, or (ii) extend the grant period for the Grantee to execute and/or complete the project.

In the event you do not comply with any of the requirements set forth herein, the Foundation reserves the right to terminate your Wonderful Community Grant and cancel any further payments of grant funds. If your Wonderful Community Grant is terminated, you shall return any and all unspent funds from your Wonderful Community Grant within two (2) weeks after the effective date of such termination.

Executed on behalf of the Resnick Foundation:

Signature _____

Craig B. Cooper, Executive Vice President

Date _____

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Grant Agreement, and hereby certify my authority to execute this agreement on Grantee's behalf:

Signature _____

Name _____

Title _____

Mailing Address _____

_____

Date _____

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

Organization Contact Information

* Organization Legal Name	Community Action Partnership of Kern
AKA Name	CAPK
* Tax ID	95-2402760
* Organization Mailing Address	5005 Business Park North
* Organization City	Bakersfield
* Organization State	California
* Organization Zip Code	93309-1651
* Organization Website	http://www.capk.org

Organization Information

* Mission Statement	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.
* Organization History	CAPK has been the official anti-poverty agency for Kern County, working to provide services for low-income families since 1965. One of more than 1,000 community action agencies nationwide, CAPK is one of Kern County's largest nonprofit 501(c)(3) corporations. The Agency has over 900 employees and 17 comprehensive direct service programs. CAPK provides help and hope to over 100,000 low-to-moderate income residents and 50,000 families annually by providing basic needs during crisis and challenging times, pre-K child development and education, case management, home-based services, prevention and education services, financial education and empowerment support, social and life skills-building, pre-employment and paid work experience. Through these services, CAPK provides hands-on experience/s designed to increase self-sufficiency, foster increased learning and provide opportunities for productive and successful lives.
* Active Programs	Through a variety of programs and in collaboration with other community service agencies, CAPK helps participants pursue their educational goals, secure, and retain health insurance, maintain adequate housing, obtain energy subsidy and weatherization assistance, counteracts hunger and malnutrition, provides early learning education, and other personal/ family development opportunities. Our current and active programs include: 1) Head Start & Early Head Start 2) Home Visiting Program 3) CalFresh Healthy Living 4) Central Kitchen 5) Food Bank 6)WIC 7) 2-1-1 Call Center 8) Coordinated Entry System 9) Energy Program (Utility Assistance & Weatherization) 10) Housing Services 11) Homeless Services at M Street

12) Volunteer Income Tax Assistance

13) East Kern Family Resource Center

14) Oasis Family Resource Center

15) Friendship House Community Center

16) Shafter Youth Center

17) Migrant Childcare Program

* Number of Paid Full-Time Staff	665
* Number of Paid Part-Time Staff	257
* Average Annual Number of Volunteers	1000
* Annual Organization Budget	$104,174,023.00
* Organization Financials	• 2020 Form 990_FINAL.pdf (587.51 K), uploaded by Savannah Maldonado on 07/20/2022

Contact/Project Lead Information

* First Name	Vanessa
* Last Name	Cortez
* Title	Senior Community Development Specialist
* E-mail Address	vcortez@capk.org
* Telephone	8186341885
* Secondary Contact First Name	Pritika
* Secondary Contact Last Name	Ram
* Secondary Contact Title	Chief Business Development Officer
* Secondary Contact E-mail Address	pram@capk.org
* Secondary Contact Phone Number	(661) 336-5236 Ext 1142

Contact/Project Lead Information

* First Name	Kelly
* Last Name	Lowery
* Title	Program Administrator – Food Bank
* E-mail Address	klowery@capk.org
* Telephone	6613365236
* Secondary Contact First Name	Susana
* Secondary Contact Last Name	Magana
* Secondary Contact Title	Director of Health and Nutrition
* Secondary Contact E-mail Address	smagana@capk.org
* Secondary Contact Phone Number	6613365236

Grant Request Information

* What communities will be impacted by this grant?	Wasco
* Please select one area of focus for your project:	Health and Wellness
* Please select your grant category:	Program Support
* Project Start Date	11/01/2022
* Project End Date	11/30/2023
* Requested Cash Amount	$50,000.00

Project Description

* Project Title	Wasco Free Farmers Market 2022-23

* Project Summary	With funding from Wonderful, CAPK will be able to provide free farmers markets in the underserved community of Wasco. These free farmers markets will offer a range of nutritional food at no cost to the community that is plagued by severe food insecurity. By addressing food access and cost concerns, obesity and health related issues will also benefit individuals and families living in this area.
* Project Overview	The CAPK Food Bank proposes to continue the success of the Wasco Free Farmers Markets and increase our response to food insecurity. If awarded, CAPK will provide access to free produce as well as other items such as bread, when available. Due to various economic challenges including a dramatic rise in the cost of food, our Food Bank has seen a measurable increase in the need for food assistance throughout Kern County. Currently, in partnership with Wonderful, we provide approximately 1,800 people in Wasco with access to no-cost produce every month.
* Impact Statement	Reduce local food insecurity rates by increasing access and affordability to produce and goods distributed at our local farmers markets
* Statement of Need	Kern County consistently ranks among the top 5 most-productive agricultural counties in the US; yet many Kern County residents experience hunger and malnourishment. According to Feeding America (FA), 22.8% of children in Kern County are food insecure compared to 13% of children in California. Data on Wasco affirm these assertions. Based on FA's statistics, 1,576 children are food insecure in these city. On average, CAPK observed a 105% increase in pounds distributed between 2020 and 2021 in Wasco. Thus, more than ever, social service providers need to increase local access via farmers markets
* Project Deliverables	1. Hold Monthly No-Cost Farmers Market Produce Distributions 2. Distribute approximately 150,000 pounds of produce 3. Serve approximately 325 households monthly
* Project Goals and Outcomes	We expect to serve 23,400 during the grant term. Our goal is to reduce health and food insecurity disparities by increasing access to affordable fruits and vegetables in the community of Wasco. Reducing these barriers will increase healthy consumption patterns that improve the wellness of local community members.
* Project Timeline	Farmers markets will occur every month during November of 2022 until November of 2023
* Evaluation Plan	Success will be measured by number of households served, number of pounds distributed, and number of people who receive nutrition information. Sign-in sheets will be used at each Free Farmers Market. Produce distributed at each market will be tracked using pre-and-post market weights. Pre-and post-counts will be used to track nutrition information handed out. All tracked information will be entered into an Excel database and reports will be issued at the end of the project.
Partnerships/Collaborations	

Project Budget Calculation

* Project Personnel	$5,187.00
* Contracted Services/Partnerships	$0.00
* Supplies & Equipment	$2,813.00
* Printing & Production	$2,000.00
* Meals & Transportation	$2,880.00
* Recognition Costs	$0.00
* Other Costs	$37,120.00
* Total Budget	$50,000.00

Project Budget Detail

* Project Personnel Description	1) Warehouse Specialist @ 8 hours/month x 12 months x $18.22 hr = $1749; (2) Warehouse Specialist @ 4 hours/month x 12 months x $17.69 hr.= $849; Farmers Market Coordinator @ 5 hours/month x 12 months x $24.23 hr.= $1,454; Salary Total: $4,052; Benefits @ 28% = $1,135.
* Contracted Services/Partnerships Description	0
* Supplies & Equipment Description	Supplies include t-shirts for volunteers, paper, bags, pens, clipboards, etc
* Printing & Production Description	Flyers, posters, etc. to promote markets
* Meals & Transportation Description	Gas - $200 x 2 box vans +$80 for pick-up truck = $480 per trip x 6 trips
* Recognition Costs Description	0
* Other Costs Description	10% deminis indirect cost rate + costs for goods distributed at the farmers

	markets
* Other Funding	In kind volunteers for event valued at approximately $7,000
* Grant Request Amount	$50,000.00
* What is your cost per person served?	$2.14

Grant Agreement

* User Agreement	Agree
* Electronic Signature	Vanessa Cortez
* Title	Senior Community Development Specialist
* Date	09/07/2022

Please be sure to save and/or print a copy of your completed application for your records. A copy of this application will also be available through this online system upon log-in.

MEMORANDUM

To: Budget and Finance

Vanessa Cortez

From: Vanessa Cortez, Grant Administrator

Date: November 16, 2022

Subject: *Agenda Item 4f:* Shafter Youth Center Contract Agreement: Wonderful Community Grant - **Action Item**

The Wonderful Company routinely donates funding for the purpose of improving the health and well-being of Central Valley Communities. Through recent grant applications, CAPK was awarded $22,000 to support Shafter Youth Center with operational costs.

The grant period begins on December 1, 2022 and ends on November 30, 2023. Center staff will utilize grant funds to purchase fitness equipment to promote physical wellbeing for Shafter Youth Center (SYC) clients.

The SYC has a partnership with Kern County Public Health (KCPH) to teach children the importance of eating nutritious meals and daily exercise. SYC's *Gets Active Project* intends to extend the students' learning received by KCPH with access to outdoor equipment for their daily exercise activities. This purchase will compliment the education students receive in this project, while introducing interactive ways to be active.

This activity is aligned with Goal 2 of the 2021-25 Strategic Plan: All families in the communities we serve have access to high-quality early learning and care choices to meet their diverse needs.

Recommendation:

Staff recommends approval for the Chief Executive Officer to execute the Shafter Youth Center Contract Agreement and any future amendments throughout the duration of the contract term.

Attachment:

Shafter Youth Center Contract Agreement 2022

RESNICK FOUNDATION

11444 West Olympic Boulevard • Los Angeles, CA 90064 • (310) 966-5752 • philanthropy@wonderful.com

11/01/2022

Dear Pritika Ram,

On behalf of the Resnick Foundation (the "Foundation"), I am pleased to announce that Community Action Partnership of Kern ("the Grantee") has been selected to receive a Wonderful Community Grant in the amount of $22,000 in support of the "Shafter Youth Center Gets Active", as more fully described in the proposal submitted by Grantee attached hereto as Exhibit A (the "Grant Proposal"). This Grant is for the grant period beginning 12/1/2022 and ending 11/30/2023. The Foundation agrees to pay the Wonderful Community Grant according to the schedule below:

$22,000 shall be paid on or around 12/01/2022

Payment of these funds is subject to the terms and conditions set forth in the Grant Agreement below.

GRANT AGREEMENT

As a recipient of a Wonderful Community Grant, you agree to the following:

1. USE OF GRANT FUNDS

Funds will be used for the purpose set forth in the Grant Proposal, provided that the purpose may be amended from time to time as mutually agreed by the Foundation and the Grantee. Notwithstanding the foregoing, in no event shall the funds be used for any other purpose unless otherwise discussed and agreed upon in writing by the Foundation. All of the funds will be used prior to 11/30/2023, unless otherwise discussed and agreed upon by the foundation. You agree to comply with any and all requirements, terms and conditions set forth in your grant application and as may be provided by the Foundation from time to time during the grant period.

2. PAYMENT OF GRANT FUNDS

All payments of the funds to the Grantee hereunder shall be made by the Foundation by ACH transfer as follows:

Beneficiary Bank: _____
Beneficiary Bank Address: _____
Beneficiary Bank Code: _____
Beneficiary Account No.: _____
Account Type: _____
ABA No.: _____

3. REQUIRED REPORTING

The Grantee agrees to submit a project plan, monthly reports, and final report as outlined in the Reporting Guidelines provided to the Grantee, as well as any additional updates as requested by the Foundation in connection with and relating to your project during the grant period. The Grantee must maintain records of receipts and expenditures and submit receipts for the purchase of any items valued at $1,000 or greater to the Foundation attached to the next monthly report following the date of purchase. Failure to submit the required reports or respond to any requests you receive from the Foundation for additional updates may make you ineligible to receive any future funding.

4. SITE VISITS

The Grantee will be required to participate in a minimum of one (1) virtual or in-person site visit to assess the progress of your project during the grant period.

5. PUBLICITY

No announcement or recognition of this donation may be made without prior written approval from the Foundation. If the Foundation agrees in writing to any such announcement or recognition, The Wonderful Company LLC (the "Company") shall receive recognition for this donation.

6. NAMING/BRANDING RIGHTS

In consideration of the Wonderful Community Grant, the Grantee agrees and acknowledges that the Foundation reserves the right to place the Company name and logo on any physical structures or materials purchased or produced with the Wonderful Community Grant funds.

7. TAX STATUS

By countersigning this letter, the Grantee confirms that it either: (1) has been determined by the Internal Revenue Service to be an organization (a) described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and (b) which is not a private foundation within the meaning of Section 509(a) of the Code, and that such determination has not been revoked or modified and continues in full force and effect; or (2) is a governmental entity described in Section 170(c)(1) or 511(a)(2)(B) of the Code. If any such determination is revoked or modified, the Grantee shall notify the Foundation immediately. No payment hereunder shall be required to be made at any time after the Grantee ceases to be an organization described in Sections 501(c)(3), 170(c)(1) or 511(a)(2)(B) of the Code and which is not a private foundation.

8. INSURANCE

Grantee agrees to maintain, at its sole cost and expense, and will ensure that all of its subcontractors and vendors maintain, insurance with carriers with A.M. Best's ratings of not less than A-, and a minimum Financial Rating of Class VII and the type of insurance and coverage shall be in such amounts as shall be reasonable to satisfy its obligations under this Grant Agreement, including, but not limited to, its indemnification obligations under this Grant Agreement and all insurance required by law. Grantee shall furnish to the Foundation a certificate(s) of insurance evidencing such insurance coverage and such certificate shall name the Foundation as an additional insured. The liability of Grantee under this Grant Agreement shall not be limited to or by the insurance coverage required of Grantee.

9. INDEMNIFICATION

Grantee shall indemnify and hold harmless the Foundation and its affiliates, heirs, beneficiaries, successors, assigns, and representatives from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including sales and use taxes, if any, and reasonable attorneys' fees (at market rates) and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, that may arise or which relate to or arise from this Grant Agreement or the breach of any of Grantee's obligations, representations, warranties or covenants set forth in this Grant Agreement.

10. COVID-19

The Foundation and the Grantee acknowledge and agree that the parties are entering into this Grant Agreement during the COVID-19 pandemic (the "Pandemic"). The Grantee agrees that during the Pandemic, you will use reasonable endeavors to meet your obligations under this Grant Agreement, including, but not limited to, the execution and/or completion of your project during the Grant Period. If, during the Pandemic, it appears to the Foundation or the Grantee that the Grantee will be unable to fulfill part or all of its obligations under this Grant Agreement (including, for example, but not limited to, due to a shortage of personnel or government guidance making it impracticable or impossible for the Grantee to complete the project), then the Foundation, in its sole discretion, may either (i) terminate this Grant Agreement and cancel any further payments of grant funds, and

the Grantee shall return any and all unspent funds from your Wonderful Community Grant, or (ii) extend the grant period for the Grantee to execute and/or complete the project.

In the event you do not comply with any of the requirements set forth herein, the Foundation reserves the right to terminate your Wonderful Community Grant and cancel any further payments of grant funds. If your Wonderful Community Grant is terminated, you shall return any and all unspent funds from your Wonderful Community Grant within two (2) weeks after the effective date of such termination.

Executed on behalf of the Resnick Foundation:

Signature _____

Craig B. Cooper, Executive Vice President

Date _____

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Grant Agreement, and hereby certify my authority to execute this agreement on Grantee's behalf:

Signature _____

Name _____

Title _____

Mailing Address _____

_____

Date _____

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

Organization Contact Information

* Organization Legal Name	Community Action Partnership of Kern
AKA Name	CAPK
* Tax ID	95-2402760
* Organization Mailing Address	5005 Business Park North
* Organization City	Bakersfield
* Organization State	California
* Organization Zip Code	93309-1651
* Organization Website	http://www.capk.org

Organization Information

* Mission Statement	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.
* Organization History	CAPK has been the official anti-poverty agency for Kern County, working to provide services for low-income families since 1965. One of more than 1,000 community action agencies nationwide, CAPK is one of Kern County's largest nonprofit 501(c)(3) corporations. The Agency has over 900 employees and 17 comprehensive direct service programs. CAPK provides help and hope to over 100,000 low-to-moderate income residents and 50,000 families annually by providing basic needs during crisis and challenging times, pre-K child development and education, case management, home-based services, prevention and education services, financial education and empowerment support, social and life skills-building, pre-employment and paid work experience. Through these services, CAPK provides hands-on experience/s designed to increase self-sufficiency, foster increased learning and provide opportunities for productive and successful lives.
* Active Programs	Through a variety of programs and in collaboration with other community service agencies, CAPK helps participants pursue their educational goals, secure, and retain health insurance, maintain adequate housing, obtain energy subsidy and weatherization assistance, counteracts hunger and malnutrition, provides early learning education, and other personal/ family development opportunities. Our current and active programs include: 1) Head Start & Early Head Start 2) Home Visiting Program 3) CalFresh Healthy Living 4) Central Kitchen 5) Food Bank 6)WIC 7) 2-1-1 Call Center 8) Coordinated Entry System 9) Energy Program (Utility Assistance & Weatherization) 10) Housing Services 11) Homeless Services at M Street

12) Volunteer Income Tax Assistance

13) East Kern Family Resource Center

14) Oasis Family Resource Center

15) Friendship House Community Center

16) Shafter Youth Center

17) Migrant Childcare Program

* Number of Paid Full-Time Staff	665
* Number of Paid Part-Time Staff	257
* Average Annual Number of Volunteers	1000
* Annual Organization Budget	$104,174,023.00
* Organization Financials	• 2020 Form 990_FINAL.pdf (587.51 K), uploaded by Savannah Maldonado on 07/20/2022

Contact/Project Lead Information

* First Name	Vanessa
* Last Name	Cortez
* Title	Senior Community Development Specialist
* E-mail Address	vcortez@capk.org
* Telephone	8186341885
* Secondary Contact First Name	Pritika
* Secondary Contact Last Name	Ram
* Secondary Contact Title	Chief Business Development Officer
* Secondary Contact E-mail Address	pram@capk.org
* Secondary Contact Phone Number	(661) 336-5236 Ext 1142

Grant Request Information

* What communities will be impacted by this grant?	Shafter
* Please select one area of focus for your project:	Health and Wellness
* Please select your grant category:	One-time request for technology, equipment or infrastructure (ex. computers for ESL program)
* Project Start Date	10/03/2022
* Project End Date	10/03/2023
* Requested Cash Amount	$21,546.00

Project Description

* Project Title	Shafter Youth Center Gets Active
* Project Summary	The Shafter Youth Center Gets Active project intends to utilize funds for the purchase of an outdoor obstacle course and fitness equipment to promote the importance of physical wellbeing with Shafter Youth Center participants.
* Project Overview	The Shafter Youth Center Gets Active project proposes that the equipment purchased will serve as an outdoor activity for Shafter Youth Center (SYC) participants. As part of the after-school schedule, staff plans physical activities for students to play during the school week for one hour after homework time to improve the overall health of participants. In addition to the hour of physical activity, the SYC currently has a partnership with Kern County Public Health, students are taught nutritional information about food groups, the importance of nutrient dense food, and try out new healthy recipes from the vegetable garden located at the SYC. The purchase of outdoor equipment will further attest to the curriculum students are learning about nutrition and will experience the benefits of eating healthy and exercising daily.
* Impact Statement	75 students between the ages of 6 to 12 will be impacted by the Shafter Youth Center Gets Active project through the engagement of daily physical activity.
* Statement of Need	The Center for Disease Control and Prevention (CDC) states that childhood obesity is a critical problem the United States is facing and risks the livelihoods

for young people with poor health. 20.7 percent of young children aged between 6-11 face obesity challenges (CDC). Furthermore, obesity is more prevalent amongst minority groups with the consequences of high blood pressure, high cholesterol, type 2 diabetes, and joint pain (CDC). This statement holds true for Shafter students, as the California Department of Education states through the statewide Physical Fitness Test that 44.8 percent of Kern County students are overweight or obese. The Shafter Youth Center Gets Active project intends to improve the overall wellbeing of participants by making physical activities fun and interactive for students, so that they do not grow up viewing physical activity as an unnecessary addition to their daily lives, rather a necessity.

* Project Deliverables	* An hour of physical activity per school day
* Project Goals and Outcomes	Shafter Gets Active Goal: To improve the overall wellness of Shafter Youth Center Participants through physical activity. Outcomes * Shafter Youth Center participants will understand the importance of daily exercise * Shafter Youth Center participants will build active lifestyles into their everyday lives * Shafter Youth Center participants overall health will improve
* Project Timeline	September 2022 * Notice/Receipt of Award * Confirm cost of outdoor equipment. Note: The cost of the obstacle course and teether ball set was identified in August 2022 October 2022 * Finalize purchasing items * Submit purchase order to Procurement team * Purchase outdoor equipment * Notify Maintenance team for equipment installation November 2022-December 2022 * Receive outdoor equipment January 2023- February 2023 * Install outdoor equipment * Provide marketing requests to Outreach team * Recognize Wonderful through social media and email blast to community March 2023 * Announce new installation of outdoor equipment * Shafter Youth Center participants enjoy outdoor equipment
* Evaluation Plan	This project will be evaluated by measuring the following below: * Number of students who engage in physical activity exercises * The amount of time engaged in physical activity * Pre and Post surveys conducted by Kern County Public Health
Partnerships/Collaborations	As mentioned in the Project Overview, the Shafter Youth Center currently has a partnership with Kern County Public Health (KCPH) to teach children the importance of eating nutritious meals and daily exercise. The Shafter Youth Center Gets Active projects intends to extend the students' learning received by KCPH with access to outdoor equipment for their daily exercise activities. This purchase will compliment the education students have previously received by KCPH.

Project Budget Calculation

* Project Personnel	$0.00
* Contracted Services/Partnerships	$0.00

* Supplies & Equipment	$19,667.00
* Printing & Production	$0.00
* Meals & Transportation	$0.00
* Recognition Costs	$189.00
* Other Costs	$1,690.00
* Total Budget	$21,546.00

Project Budget Detail

* Project Personnel Description	0
* Contracted Services/Partnerships Description	0
* Supplies & Equipment Description	$19,461 for an outdoor obstacle course. $205.56 for two (2) teether ball sets.
* Printing & Production Description	0
* Meals & Transportation Description	0
* Recognition Costs Description	$189 for an outdoor Wonderful recognition plaque.
* Other Costs Description	$1,500 for installation, permitting, and site preparation costs. $190 for indirect costs
* Other Funding	0
* Grant Request Amount	$0.00
* What is your cost per person served?	$284.28

Grant Agreement

* User Agreement	Agree
* Electronic Signature	Vanessa Cortez
* Title	Shafter Youth Center Gets Active
* Date	08/29/2022

Please be sure to save and/or print a copy of your completed application for your records. A copy of this application will also be available through this online system upon log-in.

MEMORANDUM

To: Budget and Finance

From: Rebecca Moreno, Director of Community Development

Date: November 16, 2022

Subject: *Agenda Item 4g:* Amendment to County of Kern / Community Action Partnership of Kern Agreement to Operate the M Street Navigation Center – **Action Item**

On January 14, 2020, the County of Kern and CAPK entered into Agreement No. 017-2020 dated January 14, 2020, through January 13, 2023. The County wishes to amend the agreement and replace the termination date of January 13, 2023, to January 13, 2026. This would extend the term of the contract for an additional three years.

The current budget of $2,257,925.79 will not be impacted. The budget is negotiated separately at the end of each county fiscal year (07/2022-06/2023).

The M Street Navigation team continues to provide much needed services to the most vulnerable in our community. Since May 15, 2020, M Street Navigation has served a total of 1601 clients and 142 in Safe Camping/Parking. We have successfully housed a combined total of 173 (167 M St. 6 S.C.) clients, transitioned 18 clients from Safe Camping/Parking to M Street, and have had a total of 20 graduates from Project Hire Up.

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

Recommendation:

Staff recommends that the Board of Directors authorize the Chief Executive Officer to execute the contract amendment for continued services with the County of Kern and authorize the execution of any future amendments to the contract.

Attachment:

Amendment Number 1 to Agreement 017-2020 to Operate Low Barrier Navigation Center

AMENDMENT NUMBER ONE TO AGREEMENT 017-2020 TO OPERATE A LOW BARRIER NAVIGATION CENTER

(County of Kern- Community Action Partnership of Kern)

THIS AMENDMENT NO. 1 (**"Amendment No. 1"**) is made and entered into on _____ (**"Execution Date"**), by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY" herein), and the COMMUNITY ACTION PARTNERSHIP OF KERN, a California non-profit,corporation (CONTRACTOR").

WITNESSETH:

WHEREAS:

a. COUNTY and CONTRACTOR entered into Kern County Agreement No. 017-2020, dated January 14, 2020 ("Agreement"), to, to terminate on January 13, 2023; and

b. COUNTY and CONTRACTOR wish to amend Agreement No. 017-2020 to include certain modifications as set forth in this Amendment No. 1; and

c. Except as amended herein, all other provisions of Agreement 017-2020 shall remain in full force and effect.

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

1. Section 3.4, Term of the Agreement, shall be deleted in its entirety and replaced with the following:

   "3.4. **Term** The term of this Agreement will commence upon the Effective Date and continue through January 13, 2026, unless sooner terminated as provided herein."

IN WITNESS WHEREOF, this Amendment Number One to Agreement Number 017-2020 has been duly executed as of that date first above written.

APPROVED AS TO CONTENT
County Administrative Office "CAO"

By:_____

COUNTY OF KERN
Board of Supervisors

By:_____
Chairman

"**County**"

APPROVED AS TO FORM:

Office of the County Counsel

By: _____
Deputy County Counsel

COMMUNITY ACTION PARTNERSHIP OF KERN

By:_____
Chief Executive Officer

"Contractor"

MEMORANDUM

To: Budget and Finance Committee

From: Jacquelyn Guerra, Program Manager
James Burger, Outreach and Advocacy Coordinator

Date: November 16, 2022

Subject: *Agenda Item 4h:* CalEITC and VITA Outreach and Marketing Contract for Services – **Action Item**

Through the Health and Human Services Agency - California Department of Community Services and Development (CSD), the CAPK Volunteer Income Tax Assistance (VITA) Program has been awarded a contract to promote the California Earned Income Tax Credit (CalEITC) program to clients eligible for the VITA program during the 2022 tax season in 2023.

With the approval from the CSD contract analyst, this item proposes to use a portion of those funds to contract with CAPK's contract marketing firm, Hey Salty, Inc., to lead an aggressive, targeting digital marketing campaign to meet the purpose of the CalEITC grant. This effort will connect low-income working individuals who are eligible for the state benefit to CalEITC and VITA services.

Hey Salty Contract: CalEITC 2023 Marketing
Contract amount: $68,150
Contract term: Dec. 1, 2022 through May 31, 2023

This contract proposal is modeled after portions of the very successful, board approved CAPK Energy Marketing campaign that is currently underway promoting our Utility Assistance and Weatherization services with eligible clients. Using program-specific campaigns such as this one ensures services are a direct charge to the program and will not count toward the general retainer fee under the Executive Division for agency-level outreach activities. This contract aligns with Strategic Plan Goals and Activities 3.1.3 and 4.3.1 by allowing us to enhance our marketing and communication with our staff, clients, partners, and supporters in the communities we serve.

Recommendation:
Staff recommends the Board of Directors authorize the use of Hey Salty for Outreach and Communication for the Volunteer Income Tax Assistance (VITA) CalEITC 2023 Marketing and Strategic Communications Plan, and authorize the Chief Executive Officer to execute the contract and any future amendments..

Attachment:
Hey Salty, Inc. & CalEITC/VITA Marketing and Strategic Communications Plan

hey salty

MEMO

TO: James Burger, Community Action Partnership of Kern

FROM: Justin Salters, President

DATE: October 13, 2022

RE: CalEITC/VITA Marketing and Strategic Communications Plan

The Situation: CAPK's CalEITC and VITA programs help low-income families file their annual tax returns, so they can benefit from the Earned Income Tax Credit (EITC) and other services. CAPK needs marketing and strategic communications that reach low-income families in Kern County, so that more of them schedule appointments to file their taxes and receive the EITC.

This memo outlines a proposed plan for marketing and strategic communications to support CAPK's 2023 CalEITC and VITA programs.

The Solution: We propose a digital campaign targeting low-income households in Kern County to increase awareness of CAPK's CalEITC and VITA programs and increase program participation. The campaign will consist of the following:

- **Program Microsite:** a custom-designed and developed website with information specifically about the CalEITC/VITA program. The website will include FAQs, forms for download and instructions for visitors to schedule an appointment or volunteer. The website will include plugins for language translation and accessibility. We will report website visitors, new visitors and average visit duration monthly.
- **Creative Production:** we will produce a 30-second ad in English and Spanish promoting the CalEITC and VITA programs. We will also produce 15-second and 7-second versions of the ad. We will also produce graphic ads for banner display and social media as needed. These ads will be used across all advertising channels.
- **Connected TV (CTV/OTT) Advertising:** We will use demographic information to deliver targeted ads to our audience via streaming television services. Ad-supported streaming platforms like Pluto are among the fastest growing channels for reaching consumers,

especially those with low- and moderate-incomes. We will report reach and frequency on a monthly basis.

- **Programmatic Digital Advertising:** We will deliver display and video advertising across digital platforms targeting low-income Kern County residents. We will report reach and frequency on a monthly basis.
- **Monthly Strategy and Consulting:** Our team will provide management and oversight of the campaign for its duration. We will also create 2 posts in English and Spanish per month that CAPK and its partners can share on their social media profiles for the duration of the campaign, for a total of 8 posts in English and Spanish.

We do not advise Search Engine Marketing (Pay-Per-Click) for this campaign. There are many tax preparation services who will be marketing at the same time that will drive the cost per click too high to be effective.

The Budget: We propose the following budget for marketing and strategic communications. We propose executing the media components of the campaign from February 1 through May 31, 2023:

Description	**Amount**	**Qty**	**Total**
Web Development (Program Microsite)	$7,150	1	$7,150
Creative Production	$11,000	1	$11,000
Monthly Strategy and Consulting	$2,500	4	$10,000
Monthly Advertising (CTV and Programmatic)	$10,000	4	$40,000
TOTAL			**$68,150**

Next Steps: Please let me know if you have any questions, would like to request revisions to the plan and budget proposed above, or if this is approved. We are excited to continue working with you and extend our support to CAPK's CalEITC and VITA programs.

MEMORANDUM

To: Budget & Finance Committee

From: Lois Hannible, Program Manager

Date: November 16, 2022

Subject: *Agenda Item 4j*: Medi-Cal Health Enrollment Navigator Project Draft Agreement – **Action Item**

In August of 2019, CAPK Friendship House Community Center (FHCC) was awarded a Positive Youth Development Mentor Services grant by the County of Kern (County), to provide mentoring services to community youth. In March of 2020, the contract agreement was amended to include CAPK's participation in the County's Medi-Cal Health Enrollment Navigator Project, which was administered in partnership between the CAPK Friendship House, 211, and CES programs.

The State budget proposed additional funds for the Health Navigator Project that would be available for State FY 2022 through State FY 2026. To avoid a gap in services, the State offered a temporary extension of the program through September 30, 2022. The temporary three-month extension allowed the CAPK Medi-Cal program to extend beyond the program end date of June 30, 2022.

CAPK partnered with the County to apply for a new round of State funds to implement another Health Navigator Medi-Cal Project. The DHCS allocation has been signed and the draft agreement between Kern County Department of Human Services and Community Action Partnership of Kern for the provision of Medi-Cal Health Enrollment Navigator Project Services with a term of 10/1/22 - 6/30/23 has been submitted to CAPK for approval.

The general scope of work for the Medi-Cal Health Enrollment Navigator Project is to be facilitated by the FHCC and 211, and consists of providing Medi-Cal outreach, education, enrollment, navigation, and renewal assistance for individuals in the community. The focus of the program will be to assist with the unwinding of the Public Health Emergency, by proactively encouraging and assisting current Medi-Cal beneficiaries to ensure that their current contact information is on file with their local county social services agency and informing them to complete and return renewal/recertification packets, if received.

Recommendation:

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

Attachment:
Draft contract agreement for the Medi-Cal Health Enrollment Navigator Project

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

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

WHEREAS:

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

b. The Department has been chosen as a recipient for funding from the Department of Health Care Services for the administration of the Medi-Cal Health Enrollment Navigator Project to provide Outreach, Education, Enrollment, Navigation and Renewal services for the Medi-Cal program; and

c. County recently engaged with the Contractor to provide Medi-Cal Outreach, Education, Enrollment, and Renewal services and County desires to re-engage Contractor to continue to provide said services. Contractor, by reason of Contractor's qualifications and experience, has offered to provide the required services on the terms set forth in this Agreement.

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

1. TERM

This Agreement shall commence on October 1, 2022 and shall remain in effect until June 30, 2023, unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

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

Contractor will Outreach to community to prepare individuals for the unwinding of the Public Health Emergency by communicating with beneficiaries to encourage them to provide updated contact information about keeping their Medi-Cal coverage.

A. Contractor shall attend meetings and trainings as set by the Department for the Medi-Cal Health Enrollment Navigator Project; and

B. Contractor shall provide Medi-Cal Navigator reports and invoicing consistent with the requirements listed above. Contractor shall use specific forms and systems as specified by the Department for tracking and reporting Medi-Cal Health Enrollment Navigator Project outcomes.

C. Reporting Responsibilities

1) Contractor shall provide monthly reports to Department by the 25th calendar day of each month following the month in which services are rendered. Report data shall include information as agreed upon by the County and Contractor on services that are provided within the scope of the Work Plan.

2) Reports shall be sent electronically in an Excel format as provided by Department by the twenty-fifth (25th) calendar day of each month following the month in which services were rendered.

3. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following services:

A. Department shall disseminate information pertaining to this program to its staff and will process Medi-Cal applications and renewals for Medi-Cal services expeditiously once received from the Contractor.

B. Department shall provide contract monitoring and oversight.

C. Department shall review monthly reports and approve invoices.

4. COMPENSATION

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

5. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

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

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

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

1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. Supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.

2) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County's rates which are in effect at the time the expense(s) is/are incurred.

3) Copies of invoices submitted to Contractor from subcontractors.

4) Invoices shall be sent to the following attention:

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

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

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

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

B. Department reserves the right to withhold payment if Contractor falls behind schedule or submits substandard work.

C. Final invoices must be received by Department no later than 45 days following termination of this Agreement.

D. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget categories or the addition of a budget category cannot be approved without prior submission of a revised budget by Contractor and prior written approval by Department.

6. 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.

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 <u>one</u> of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 <u>plus</u> 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 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

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

A. Failure to notify Department and receive prior written approval for any changes to Program delivery within 15 days of change for:

1) Change in assigned program staff.

2) Change in program or service hours and days.

3) Change in program or service locations and access for participants.

B. Failure to notify Department for written approval prior to any changes to delivery of program services. As designated in the contract.

C. Failure to request, in writing, and receive written pre-approval from County for changes to, or the addition of line items in, the approved budget.

D. Failure to provide written assurance of required civil rights training as detailed in **Section 32**, 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

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

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:

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

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

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**").

CONTRACTOR RESPONSIBILITIES

1) Contractor will provide a list of all employees who will have access to SSA data to the County prior to County giving Contractor access to such data. See **Exhibit "C"**.

2) Contractor and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the

requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the Contractor. Contractor will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Contractor will provide proof of such training to the Department as required by the MOUs.

3) Contractor agrees to allow the County to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:

   a) Safeguards for sensitive information;

   b) Technological safeguards on computer(s) that have access to SSA-provided information;

   c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;

   d) Continuous monitoring of the Contractor's or agent's network and infrastructure and assets.

   e) Compliance with all applicable TSSR and NIST guidelines.

4) Contractor will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.

5) Contractor agrees no PII or PHI record will be stored outside the Contractor's information system without approval by County. Contractor will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("**FIPS**") 199 security category of the information recorded on the media. Contractor will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.

6) Contractor is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Contractor will work with County on alternate methods to receive any PII/PHI documents.

7) Contractor is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "C"**.

8) Contractor will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Contractor will track, document, and verify media sanitization actions.

9) Contractor and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

COUNTY 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 "C"** for access instructions.

2) County will provide Contractor access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "C"** for access instructions.

3) County will maintain records of all Contractor's and employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.

4) If necessary, County will request records for evidentiary purposes when needed from the Contractor.

5) County agrees to provide a copy of their Breach Reporting Incident Policy to the Contractor along with contact names and telephone numbers for all County Privacy Officers.

25. BUSINESS ASSOCIATE ADDENDUM

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

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. 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.

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

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

33. AUDIT, INSPECTION, AND RETENTION OF RECORDS

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

35. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

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

36. CAPITAL ASSET EQUIPMENT

A. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used by Contractor, said equipment, shall remain with and continue to be used by Contractor subject to DHS's written consent.

B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

D. Contractor shall maintain an inventory list of tangible capital assets at $5,000 or more and intangible (Equipment Inventory valued between $1,000 and $4,999. Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of $1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to:

DHSContracts@kerndhs.com

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

Contractor shall record the following information when property is acquired:

1. Date acquired on site.

2. Item description (include model number).

3. Tag number or other tag identifier.

4. Serial number (if applicable).

5. Purchase cost or other basis of valuation.

6. Location

7. Condition

37. LOBBYING CERTIFICATION

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

38. NON-COLLUSION COVENANT

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

39. NO THIRD PARTY BENEFICIARIES

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

40. SIGNATURE AUTHORITY

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

41. EXHIBITS

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

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____ By

_____

Chairman, Board of Supervisors
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: _____ By

_____

Jeremy T. Tobias, CEO
"Contractor"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: _____ By

_____

Lito Morillo, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: _____ By

_____

Bryan Walters, Deputy County Counsel

EXHIBIT "A"
Work Plan

Work Plan Instructions

The Department of Health Care Services (DHCS) is requesting a completed Work Plan for the Health Navigators Project. The Work Plan provides an overall scope of work efforts each project partner anticipates to implement and execute throughout the duration of the Health Navigators Project. DHCS will use the Work Plan as part of the application process and, if awarded, as a way to refer and monitor the work being completed in your county. Please complete each section of the Work Plan and provide realistic goals, activities, and approaches based on your community and county needs and organizational capacity.

Planning & Start-Up

Identify specific program planning and start-up activities your county or organization will implement before beginning navigation efforts. Identify the anticipated completed by date or timeframe.

Normal Operations

Identify specific strategies and activities your county or organization intends to utilize and execute to meet the core objectives of AB74, (outreach, application assistance, enrollment, navigation, retention, and troubleshooting). Identify specific target population(s) and the responsible entity who will implement these activities.

Public Health Emergency (PHE) Plan

Per the Medi-Cal Health Enrollment Navigators Project (HNP) Bulletin 2022-002, the Department of Health Care Services (DHCS) is preparing for the eventual termination of the COVID-19 PHE and the unwinding of efforts implemented as part of the response to this emergency. To prepare for the resumption of normal operations within our communities, HNP is requesting partners to implement focused activities, **above and beyond**, based off the status of the PHE. As such, identify below, the specific strategies and activities your county or organization intends to utilize and execute to meet each focus relating to the status of the PHE. Identify specific target population(s) and the responsible entity that will implement these activities.

During PHE

These focused activities are implemented while PHE is in effect. Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information. Identify if the outreach will be direct or if media outreach will be used. Identify specific target population(s) and responsible entity that will implement these activities.

60 Days Prior To PHE Termination

These focused activities are implemented from the 60 day notice through the end of PHE. Identify activities relating to outreach to encourage beneficiaries to update their contact information with their local county services office and check for upcoming renewal packets. Identify specific target population(s) and the responsible entity that will implement these activities.

12 Month PHE Unwinding Period

These focused activities are implemented at the end of the PHE through the unwind period as directed by DHCS. Identify activities that support the retention and redetermination of Medi-Cal benefits. Identify the specific target population(s) and the responsible entity that will implement these activities.

Project Goals

For tab 5, on the normal operations table, identify the number of individuals your county or organization anticipates to encounter for each data point related to normal operations. Enter the number for each goal under each fiscal year (FY). On the Focused Activities for PHE table identify the number of individuals your county or organization anticipates to encounter for each data point related to PHE Focused Activities.

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

Attachment 2

Program Planning and Startup Plan

Section 1: Identify specific Navigators Project's planning and start-up activities and the anticipated completion dates for the activities identified

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

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

Attachment 2

Normal Operations

Section 2: Identify specific outreach, application assistance, enrollment, access & utilization to health care, troubleshooting, and retention strategies and activities that meets the core objectives of AB 74 you will conduct to implement this approach. Identify specific target population(s) and the responsible entity who will implement these activities. Please list an activity(ies) for each task. For reference, a short list of examples of activities under each task is on Tab 6.

Task	STRATEGIES AND ACTIVITIES What strategies/ activities will be used to achieve the AB74 goals?	TARGET POPULATIONS Refer to Tab 6	RESPONSIBLE ENTITY Name of county or CBO, or subcontracted entity
Outreach	All current and new incoming clients will be contacted and offered information and assistance regarding Medi-Cal Health care coverage benefits. Also, beneficiaries will be encouraged to update contact information and to watch for renewal packets.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status	CAPK
Outreach	Outreach and enrollment services will be offered at community resource fairs and via social media which have been determined to be strategically advantageous in reaching the desired Targeted Populations.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS and CAPK
Outreach	Community outreach and canvasing of need for Medi-Cal health coverage will be conducted in neighborhoods where the need is determined to be high, to include locations such as food pantries, schools, libraries, churches and other locations where the public gather. Enrollment assistance and follow up for individuals and families will be provided as necessary.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Application Assistance	The Parents of Youth enrolled in other CBO Programs will be contacted to provide information and education (Outreach services) regarding MAGI Medi-Cal and to offer assistance in the application process as needed.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS

Media Outreach	Due to COVID there is limited booth- based outreach is not possible. As a result, CAPK will provide expand outreach to include through social media platforms such as Instagram, Facebook & Twitter; also chat websites such as Zoom, Skype, Microsoft Teams, Podcasts, video promos. Outreach will	Persons who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal	Community Action Partnership of Kern (CAPK) Program Educator
Outreach	CAPK will provide Medi-Cal outreach and enrollment services at the CAPK Food Bank commodity distributions, senior food giveaways, and at CAPK WIC sites located throughout Kern County	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Educator
Application Assistance	CAPK will contact the parents of youth enrolled in the CAPK Friendship House & Shafter Youth Center After-School programs and CAPK Head Start programs will be contacted to provide information and assistance regarding Medi-Cal Health Care coverage/benefits.	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Educator
Application Assistance	CAPK 211 Program Specialist will conduct follow-up calls to the target population after the initial contact Is made through 2-1-1. Three attempts will be made to reach each caller by phone. CAPK currently provides assistance to individuals applying for CalFresh through the 211 system. Enrollment and assistance to individuals applying for Medi-Cal will be offered concurrently	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Specialist

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

Retention	Once eligibility is determined, and if enrolled, client will be put on a 10-month follow-up list for re-enrollment assistance services. KCDHS will assist as able with client status confirmation, as well as with data confirmation.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Retention	CAPK will contact current Medi-Cal clients in Kern County to offer information and assistance regarding continued coverage for Medi-Cal Health Care /benefits.	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK)
Retention	CAPK Program Specialist will provide call follow-ups, screening, Medi-Cal education and enrollments. 211 will screen every caller for potential Medi-Cal eligibility and offer onsite education and retention services	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK)
Access & Utilization	KCDHS will seek and take advantage of the opportunities that arise as made possible by insight and available resources. Here to, KCDHS will provide support with data confirmation as able.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Troubleshooting	Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (Data Systems, Enrollment follow-up requirements, etc.) CBO outcomes will be monitored and reported.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
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PHE Operations

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

Attachment 2

Public Health Emergency (PHE) Plan

Section 3: On this tab, partners should list additional activities that go above and beyond the core AB74 activities as for the following phases of PHE. 1) Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information such as: name, address, phone number, and email so the county can contact beneficiaries with important information about keeping their Medi-Cal coverage. Identify specific target population(s) and the responsible entity who will implement these activities. 2) Identify activities relating to outreach and retention during the 60 days prior to PHE termination. Identify specific target population(s) and the responsible entity who will implement these activities. 3) Identify activities relating to the PHE unwind which focuses on retention. Identify specific target population(s) and the responsible entity who will implement these activities.

Task	STRATEGIES AND ACTIVITIES What strategies/ act	TARGET POPULATIONS Refer to Tab 6	RESPONSIBLE ENTITY Name of county or CBO, or subcontracted entity
		During PHE	
Outreach	Implement Phase 1 with the strategies below	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Ass	Program Educators will encourage beneficiaries to update contact informatic	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Ass	Program Educators will inform beneficiaries to watch for renewal packets in the mail	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK

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

Retention Ass	Program Educators will support community members with updating their contact information through the local DHS office	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK and DHS
Retention Ass	Program Educators will disperse messaging about the importance of Medi-Cal and how to enroll	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Ass	Information and Referral Specialist will share Medi-Cal information with every person that calls into 2-1-1	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Ass	Information and Referral Specialist will share information regarding the PHE termination and share the importance of updating their contact information	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK

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

Retention	Program Specialist supports the completion of Medi-Cal applications through BenefitsCal	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assi	Program Specialist will share information regarding the PHE termination and share the importance of updating their contact information	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assi	Program Educators will support the re-certification of the application renewal process and updating of contact info	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Information and Referral Specialist will follow up with all eligible parties to support their enrollment	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
(Select One)			
(Select One)			
60 Days Prior to PHE Termination			

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

Retention Assi	Implement Phase 2 with the strategies below	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assi	Promote continuity of coverage for beneficiaries by educating eligible populations that a termination of PHE will take place	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assi	Inform beneficiaries to watch for their renewal packets in the mail	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assi	Encourage community members to return requested information and review/update contact information	Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
(Select One)			
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(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN

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

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

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

Attachment 2

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

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

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

EXHIBIT "B"
Budget

Community Action Partnership of Kern
Connecting Kids to Coverage
HEALTHY KIDS 2022
Outreach and Enrollment Cooperative Agreement

	Medi-Cal Navigators Project	Budget Detail	
	FHCC and 211	**COMMENTS**	**Year 1**
SALARIES			
5105	Salaries	Direct: Two Program Educators, 1 Project Director, 1 Information and Referral Specialist, and 1 Program Specialist.	**160,998**
BENEFITS			
5205	FICA/FICA-MED Expense	27% average	**43,470**
TRAVEL			
			-
6150	Vehicle Gasoline	1200 miles traveled monthly x $0.625 per mile x 12 months x 3 years	9,000
			9,000
SUPPLIES			
6305	Supplies	Office supplies (locking file/storage cabinets, copy paper, pens, file folders, pop-up canopy & portable table for recruitment)	3,000
6310	Computer & Peripheral Supplies	(computer or laptop, monitor, headsets, webcam, phone, cables)	5,000
			8,000
OTHER OPERATING COSTS			
6205	Rent/Lease	$726 a month ($726 x 36)	7,318
6235	Utilities	($0.19/sf @145 sf/person*years)	1,000
6625	Hiring Costs	$250 per position. Cost for 4 positions noted.	500
	Printing	$8,571 required each year	8,571
6610	Postage	$2,000 required per year	2,000
6615	Outreach	$37,000 for English/Spanish radio, billboard campaigns, Get Bus advertisements, flyers for hand distribution, letters and envelopes, etc. allocated per year. Outreach strategies will be reviewed to increase or decrease their individual utilization based on return. CAPK will do direct media buys.	37,000
6520	Consultant	12% of outreach cost will go to HeySalty to support our marketing startegies and management	4,440
7127	Client Incentives	2000 hand sanitzers/key chains (1 order per year)	1,964
			62,793
INDIRECT			
9999	Indirect Expense		**26,986**
	DIRECT COST		284,261
	INDIRECT COST		26,986
	AMOUNT REQUESTED		**311,248**
	MATCH REQUIREMENT (NONE)		
	TOTAL		**311,248**

EXHIBIT "C"
PII

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

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

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

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to **BAAContracts@kerndhs.com**.

- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department's Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.

- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

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

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3343) BAAContracts@kerndhs.com
- Senior Human Resources Manager (661-633-7373) BAAContracts@kerndhs.com

EXHIBIT “D”
BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

A. CE wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. **Definitions**

Catch-all definition:

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

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) Covered Entity. “Covered Entity” or “CE” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Human Services.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

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

(b) Business associate may use or disclose protected health information as required

by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

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

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

(d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

(e) **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the

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

(f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

(g) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE s responsibility to prepare and deliver any such accounting requested BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

(h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

(i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

(j) **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

(k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

(l) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements. policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

(a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

(b) **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has

been joined.

(c) Obligations of Business Associate Upon Termination.

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

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

4. I**ndemnification**

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

5. **Disclaimer**

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

6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities,

systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

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

8. **Assistance in Litigation or Administrative Proceedings**

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

9. **No Third-Party Beneficiaries**

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

10. **Effect on Contract**

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

11. **Interpretation**

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

EXHIBIT "E"

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

NAME OF VENDOR/RECIPIENT Community Action Partnership of Kern

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

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

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

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

MEMORANDUM

To: Budget & Finance Committee

From: Pritika Ram, Chief Business Development Officer

Date: November 16, 2022

Subject: *Agenda Item 4k:* California Department of Food and Agriculture (CFDA) Fairground and Community Resilience Centers Program Application– **Action Item**

Background

The California Department of Food and Agriculture (CFDA) published a draft 2020 Community Resilience Center[1] Request for grant applications for public comment earlier this year for two resilience-focused infrastructure programs: one focused on fairgrounds ($94.5 million), the other focused on neighborhood-level CRC ($38 million). The intent of the funding, specifically on the Community Resilience Centers (CRC) program, is to focus on improving community facilities to enhance the state's emergency preparedness capabilities, particularly in response to climate change. Funding can be used to support infrastructure for emergency evacuation, shelter, base camps during emergency events, and critical deferred maintenance. Elements for this infrastructure may include cooling and heating centers, clean air centers, and extended emergency evacuation response centers, equipped with community kitchens, shower facilities, broadband, back-up power, and other community needs during an emergency or climate events. The CRC Program will award $38 million to neighborhood-level CRCs within California, with a single application ranging from $5,000,000 to $10,000,000.00.

Through the City of Bakersfield, the Center for Strategic Policy Innovation (CSPI), has been working alongside CAPK staff to assess the needs of three CAPK sites in Southeast Bakersfield. The three CAPK locations include the Friendship House, the nearby (one mile away) Food Bank, and the Head Start warehouse (which is being upgraded to become a commercial kitchen facility) and administrative offices/classrooms.

Proposal

CAPK is providing the City of Bakersfield with the use of and access to three of its building locations on the Southeast side of the City (all within a mile of one another) to serve as a multi-site emergency response center location for use by nearby City residents during wildfires, earthquakes, floods, grid failure and other potential disaster/emergency events. The Center for Strategic Policy Innovation CSPI and the City are working with CAPK to model and upgrade these facilities with solar PV-anchored microgrid support that will

[1] CDFA 2022 Community Resilience Centers Program (ca.gov)

provide 24/7 electric power during such emergencies, and these upgrades and ongoing activities will be part of a grant application by the City, CAPK and CSPI for the California Department of Food and Agriculture (CDFA) "Community Resilience Centers" (CRC) grant. Further, CAPK and CSPI have been meeting with the local Office of Emergency Services (OES) (County branches) to help identify and/or determine how best to develop this three-site community resilience center project so that we maximize benefits to the impacted community members in the Southeast area of the City.

While we plan for at least 40-65% of any grant monies to go to pay for the batteries and other microgrid-related hardware and software associated with this project, a substantial portion of the CRC grant monies will go to help in operating the numerous city and county services that need to function in that area of the City during an emergency. Health care and outreach services in the southeast area of the City will be supplemented with a cooling center location at the Friendship House, food preparation capabilities at the converted warehouse facility, electric vehicles (EV) charging for City vehicles, and food storage and distribution capabilities both onsite, and for outreach into the neighborhoods during emergencies, to name just a few benefits for the City and its citizens. Temporary city staff/emergency operations can occur (also with solar photovoltaic (PV) anchored microgrid resiliency capabilities) in the classrooms/admin offices of Head Start, and medical equipment/cell phone plug-in and charging will be provided for vulnerable children and seniors (likely at the Friendship House facility) to help lessen the load on City and County services otherwise assisting with those needs.

The grant application is not published; however, CSPI is under the impression the grant application will be due by 12/12/2022. Given the size of the grant amount, complexity, and the due date, it was imperative to bring this item to the Board for discussion and approval.

Recommendation:

Staff recommend the Board of Directors authorize the submission of the California Department of Food and Agriculture (CFDA) Community Resilience Centers (CRC) Program grant application.

BUDGET AND FINANCE COMMITTEE

NOVEMBER 16, 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	22VITAA0297	10/01/21 - 09/30/22	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,530,496	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

A1

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 03/31/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	450,000	81.042	20C-6008	07/01/20 - 06/30/22	123-60 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)	537,098	93.499	21Z-9556	04/01/22 - 08/31/23	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 8,241 600,085	93.575	CCTR - 1057 CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 138,128 5,411,000	93.575	CMAP - 1000 CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.575	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,835,459	10.561	19-10324	10/01/21 - 09/30/22	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE 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

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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
TRADE MITIGATION BONUS OFFERING	$1,992.62 PER TRUCK LOAD	10.178		10/01/21 - 09/30/22	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182			131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN (START UP)	161,272	21.027		3/1/2022 - 6/30/2022	142-007	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN	303,106 1,212,423	21.027		4/1/2022 - 6/30/2022 7/1/2022 - 6/30/2023	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	398,229	10.565	MOU-20-6003	10/01/21 - 09/30/22	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/21 - 09/30/22 10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,101,059	10.557	19 - 10139	10/01/21 - 09/30/22	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	425,000	93.185	00-FE-3400-01-00	05/01/22 - 07/30/22	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH 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
HUD COMMUNTY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBANK HOUSING AND DEVELOPMENT
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/21 - 06/30/22	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)
CITY OF BAKERSFIELD CALVIP	578,731	N/A	2022-199	9/21/22-12/31/25	247	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, CITY OF BAKERSFIELD

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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
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 22,010,862		CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,802,254 2,802,254		CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,577,394 4,544,694		CSPP - 1123 CSPP - 2120	07/01/21 - 06/30/22 07/01/22 - 06/30/23	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	273,427 273,318		CMIG - 1004 CMIG - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	40,079 40,079		CMSS - 1004 CMSS - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	1,466,598		21T-1015	12/01/21 - 06/30/23	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,227,141		N/A	07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/21 - 06/30/22	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	552,772		509-2019	07/01/21 - 06/30/22	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,108,229		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CITY OF BAKERSFIELD HOMELESS HOUSING ASSISTANCE AND PREVENTION	42,000		2020-213	10/01/20 - 09/30/22	278	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, CITY OF BAKERSFIELD
FOOD BANK CAPACITY PROGRAM	537,628		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
FOOD BANK CAPACITY PROGRAM - FOOD BANK EXPANSION	4,859,606		SGRT-22-0012	07/01/21 - 06/30/26	215-100	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/21 - 06/30/22	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/21 - 06/30/22	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/21 - 06/30/22	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	230,726		N/A	07/01/21 - 06/30/22	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	87,948		2020.2.05	07/01/21 - 06/30/22	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	142,167		2020.2.06	07/01/21 - 06/30/22	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	163,032		2020.1.06	07/01/21 - 06/30/22	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	154,174		2020.2.18	07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS. SIERRA FOUNDATION
UNITED WAY STANISLAUS - CES	123,161 402,525			03/01/22 - 06/30/22 07/01/22 - 06/30/23	292	STATE OF CALIFORNIA, HOUSING HOMELESS ASSISTANCE AND PREVENTION, UNITED WAY OF STANISLAUS COUNTY
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/21 - 06/30/22	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/21 - 06/30/22	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
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

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
FRIENDSHIP HOUSE - ALBERTSONS STEM	4,868				531-266	ALBERTSONS COMPANIES FOUNDATION
211 KINGS COUNTY	22,868		N/A	07/01/21 - 06/30/22	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/21 - 06/30/22	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/21 - 06/30/22	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	92,130 96,737		N/A	12/28/21 - 12/31/22 01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A		423	FEEDING AMERICA SERVICE INSIGHTS
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/21 - 11/30/22	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
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				
05/31/22	n/a				
06/30/22	n/a				
07/31/22	n/a				
08/31/22	n/a				
09/30/22	n/a				
10/31/22	n/a				

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	4.13%
04/01/22 - 6/30/22	90 days	$ 221.16	5.35%
07/01/22 - 9/30/22	90 days	$ 718.75	6.83%
10/01/22 - 12/31/22	90 days		

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 OCTOBER 31, 2022

PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(289,790.47)
HEAD START/EARLY HEAD START	1,191,912.88
SUBTOTAL	**902,122.41**
GENERAL CHILD CARE	217,069.52
MIGRANT A/P	10,006,643.09
MIGRANT CHILD CARE	121,031.12
MIGRANT SPECIALIZED SERVICES	(9,693.40)
SAN JOAQUIN COE GENERAL CHILD CARE	180,831.67
STATE PRESCHOOL	2,452,909.02
SUBTOTAL	**12,968,791.02**
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	1,728.00
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(126,235.48)
EF&S	103,573.50
EFAP	(362,346.76)
FEEDING AMERICA SENIOR HUNGER	(3,365.56)
FEEDING AMERICA SERVICE INSIGHTS	100,000.00
FOOD BANK	(439,623.84)
FOOD BANK EXPANSION	(583,855.59)
FOOD BANK CAPACITY PROGRAM	3,159,083.63
FOOD BANK - STATE	62,219.30
KAISER	1,739.36
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	1,364,911.26
WONDERFUL FOUNDATION	83,038.98
SUBTOTAL	**3,379,318.11**
ENERGY	(204,909.44)
DOE WAP	40,002.73
LIHEAP	(1,365,734.75)
LIWHAP	(10,996.05)
PG&E	17,359.01
DAP (Disgorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	1,524,278.37
SUBTOTAL	**0.00**
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	**2,000.00**
211	344,106.30
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(7,216.44)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(10,630.78)
CALAIM HOMELESS PREVENTION SERVICES	(8,567.23)
CAL FRESH	(10,218.97)
CALEITC	(11,485.70)
CAPK FOUNDATION	(216,540.24)
COST POOLS	(8,950.08)
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,125.98
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(669,635.82)
CSBG	(17,153.34)
DIFFERENTIAL RESPONSE	(37,769.10)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	3,871,207.03
EAST KERN FAMILY RESOURCE CENTER	21,439.33
ESG CARES ACT HOMELESS SERVICES	(1,414,024.87)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(318,767.46)
ESG COORDINATED ENTRY SERVICE - COVID19	13,277.89
ASTHO VACCINE EQUITY	205,715.72
FIRST 5 KERN 211	(26,169.36)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(38,786.43)
FIRST 5 HELP ME GROW	(44,620.15)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(47,390.53)
FRIENDSHIP HOUSE	(5,482.56)
FUNDRAISING	275,059.44
GENERAL FUND	(27,921.48)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(48,957.01)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(185,260.21)
HOUSING FOR THE HARVEST STATE	(1,809.22)
HUD-COORDINATED ENTRY SYSTEM	(61,934.87)
COUNTY OF KERN - 211	(769.54)
INDIRECT FUND	71,091.44
IRS - VITA	(51,568.24)
TAX ASSISTANCE	19,617.06
M ST NAVIGATION CENTER	24,412.43
NEOPB CAL FRESH HEALTHY LIVING	(386,141.22)
POSITIVE YOUTH DEV SVC	(12,316.27)
POSITIVE YOUTH M	(52,501.12)
SHAFTER YOUTH CENTER	59,037.07
OASIS FAMILY RESOURCE CENTER	23,537.62
SIERRA FOUNDATION - ASTHMA MITIGATION	123,890.19
UNITED WAY 211	981.55
UW STANISLAUS CES	(37,329.67)
WELLS FARGO FOUNDATION	66,981.80
WIC	(602,263.25)
LESS: ENERGY NEGATIVE BALANCE	(1,524,278.37)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	**(633,929.98)**
TOTAL OPERATING CASH	16,618,301.56

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
October 31, 2022

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT 10/31/22		17,259,219.83
LESS: OUTSTANDING CHECKS	628,214.69	
ADJUSTED BANK BALANCE AT 10/31/22		16,631,005.14
GENERAL LEDGER BALANCE AT 09/30/22		19,223,682.88
ADD: DEPOSITS	1,056,683.31	
US TREAS DRAWDOWNS	3,559,463.79	
FUNDS FROM OTHER GRANTS	404,455.99	
TRANSFERS FROM RESTRICTED ACCOUNTS	555,123.86	
ADP /HEALTH EQUITY REFUND	260.25	
REIMBURSEMENT OF ALTERED PAYEE	1,784.10	
	-	
	-	
	-	
LESS: CHECKS	3,355,482.82	
ADP PAYROLL 10/07/22	1,526,515.50	
ADP PAYROLL 10/21/22	1,512,132.66	
EFTS FOR HRA/HSA/ STD/403B	232,988.55	
REC LOAN PRINCIPAL/INT EXPENSES	30,739.83	
TRANSFERS FROM RESTRICTED ACCOUNTS	-	
CREDIT CARD	36,012.66	
BANK FEES	-	
ACH VOUCHERS	1,476,577.02	
GENERAL LEDGER BALANCE AT 10/31/22		16,631,005.14
	DIFFERENCE:	-

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/08/2022

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Nov 8, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2022

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	**10/31/22**		**1,080,953.24**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**10/31/22**		**1,080,953.24**

BALANCE PER G/L	**09/30/22**		**1,080,494.31**
ADD: DEPOSITS		0.00	
INTEREST		458.93	
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	**10/31/22**		**1,080,953.24**

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: 11/02/22

APPROVED BY: Nancy Webster TITLE: Chief Financial Officer DATE: Nov 2, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2022

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	**10/31/22**		**74,123.21**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**10/31/22**		**74,123.21**

BALANCE PER G/L	**09/30/22**		**576,949.76**
ADD: DEPOSITS		0.00	
INTEREST		196.68	
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		503,023.23	
BALANCE PER G/L	**10/31/22**		**74,123.21**

** 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: 11/02/22

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

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2022

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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	**10/31/22**		**37,914.10**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE	**10/31/22**		**37,914.10**
BALANCE PER GENERAL LEDGER	**09/30/22**		**87,169.99**
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
ONLINE DONATIONS		2,908.35	
PAYPAL DEPOSIT		0.00	
INTEREST		32.12	
LESS: APPLIED MERCHANT DEBITS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		78.28	
BANKCARD FEES		17.45	
CASH CONCENTRATION FEE		0.00	
FUND TRANSFER TO GENERAL FUND		52,100.63	
		0.00	
BALANCE PER GENERAL LEDGER:	**10/31/22**		**37,914.10**

** 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: 11/04/22

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

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2022

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	**10/31/22**		**4,670.20**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**10/31/22**		**4,670.20**

BALANCE PER G/L	**09/30/22**		**11.98**
ADD:	DEPOSITS	0.00	
	INTEREST	0.52	
	BANK ACCOUNT TRANSFER FROM GENERAL FUND	4,657.70	
LESS:	CHECKS	0.00	
	CLIENT ANALYSIS SERVICE CHARGE	0.00	
	BANK ACCOUNT TRANSFER TO GENERAL FUND	0.00	
BALANCE PER G/L	**10/31/22**		**4,670.20**

DIFFERENCE: 0.00

PREPARED BY: N. IBARRA TITLE: Accountant DATE: 11/02/22

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

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2022

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	**10/31/22**		**35,113.22**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**10/31/22**		**35,113.22**

BALANCE PER G/L	**09/30/22**		**35,079.32**
ADD:	DEPOSITS	0.00	
	INTEREST	14.90	
	BANK ACCOUNT TRANSFER FROM GENERAL FUND	19.00	
LESS:	CHECKS	0.00	
	CLIENT ANALYSIS SERVICE CHARGE	0.00	
	BANK ACCOUNT TRANSFER TO GENERAL FUND	0.00	
BALANCE PER G/L	**10/31/22**		**35,113.22**
		DIFFERENCE:	0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/02/22

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

COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED October 1, 2022 - October 31, 2022

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	$ -
Catherine Anspach	Foundation Director of Development	748.28
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	17,679.78
Freddy Hernandez	Director of Youth and Community Services	3,138.41
Traco Matthews	Chief Program Officer	-
Lisa McGranahan	Director of Human Resources	112.19
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	466.70
Pritika Ram	Chief Business Development Officer	1,785.92
Jeremy Tobias	Chief Executive Officer	460.54
Emilio Wagner	Director of Operations	2,689.01
Tracy Webster	Chief Financial Officer	6,147.30
Rebecca Moreno	Director of Community Development	6,049.54
Susana Magana	Director of Nutrition Services	2,840.21
	Total	$ 42,117.88

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Capk Ap	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Catherine Anspach	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/13/2022	10/14/2022	Uricchios Trattoria				64.29
	Lunch Meeting for Foundation Planning. Attendees: Catherine Anspach & Ariana Joven						
2	10/15/2022	10/17/2022	Smitten - Ca				15.15
	Lunch Meeting for Foundation Board Recruitment. Attendees: Catherine Anspach & Janea Benton						
3	10/20/2022	10/21/2022	Usps Po 0504620528				275.00
	CAPK Foundation USPS Non-Profit Bulk Mail Permit Imprint Fee						
4	10/26/2022	10/27/2022	Displays2go				393.84
	Foundation Acrylic Stands with Brochure Holders						

Transaction Count: 4

Total: 748.28

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Gloria Barbero	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Yolanda Gonzales	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	9/30/2022	10/3/2022	Southwes				270.97
	Air flight ticket - HSC Health Institute Conference Newport Beach Valerie Caffese						
2	9/30/2022	10/3/2022	Southwes				270.97
	Air flight ticket - HSC Health Institute Conference Newport Beach - Maria Pinano						
3	10/5/2022	10/6/2022	Www.Calcapa.Org				549.00
	Registration - 2022 Annual Cal CAPA Conference - San Diego - Yolanda Gonzales						
4	10/7/2022	10/10/2022	Hotelbookingservfee				14.99
	Hotel Reservation for Staff - Service Fee Charge - Las Vegas 2022 ChildPlus Scramble Conference						
5	10/7/2022	10/10/2022	Hotel*hotelbooking				12,655.86
	Hotel Reservation for 7 staff members to attend 2022 ChildPlus Scramble Conference in Las Vegas, NV						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/12/2022	10/13/2022	Hotel Reservation Loh				1,095.13
	Hotel Reservation - 2022 ChildPlus Scramble Las Vegas, NV - Esperanza Contreras						
7	10/25/2022	10/27/2022	Hyatt Regency Newport Bc				489.36
	Hotel Reservation - HSC Health Institute Conference - Newport Beach - Yolanda Gonzales						
8	10/26/2022	10/28/2022	Hyatt Regency Newport Bc				466.70
	Hotel Reservation - HSC Health Institute Conference - Newport Beach - Angel Perez						
9	10/26/2022	10/28/2022	Hyatt Regency Newport Bc				466.70
	Hotel Reservation - HSC Health Institute Conference - Newport Beach - Rita Fregoso						
10	10/26/2022	10/28/2022	Hyatt Regency Newport Bc				466.70
	Hotel Reservation for Maria Pinano - HSC Health Institute Conference in Newport Beach						
11	10/26/2022	10/28/2022	Hyatt Regency Newport Bc				466.70
	Hotel Reservation for Maria Gonzalez - HSC Health Institute Conference in Newport Beach						
12	10/26/2022	10/28/2022	Hyatt Regency Newport Bc				466.70
	Hotel Reservation for Alan Rodriguez - HSC Health Institute Conference						

Transaction Count: 12

Total: 17,679.78

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Freddy Hernandez	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/12/2022	10/13/2022	Py *natl Energy & Utility				500.00
	Neuac Membership Renewal						
2	10/21/2022	10/24/2022	Holiday Inn Exp Stockton				831.37
	Holiday Inn hotel stay for Rene Ambriz to attend PG&E Training in Stockton, CA.						
3	10/21/2022	10/24/2022	Holiday Inn Exp Stockton				853.81
	Holiday Inn hotel stay for Adam Wages to attend PG&E Training in Stockton, CA.						
4	10/21/2022	10/24/2022	Holiday Inn Exp Stockton				831.37
	Holiday Inn hotel stay for Adam Wages to attend PG&E Training in Stockton, CA.						
5	10/25/2022	10/26/2022	Canva* I03584-28483812				12.95
	Software required for VITA.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/28/2022	10/31/2022	Smart And Final 326				108.91

Candy purchased for several trunk or treat events throughout the county; outreach expense.

Transaction Count: 6

Total: 3,138.41

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Lisa McGranahan	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/10/2022	10/12/2022	Biometrics4all Inc				15.00
	Relay Fees for running New Hire Fingerprints Invoice Period 9/01/2022-9/30/2022 Invoice Date 10/01/2022						
2	10/12/2022	10/13/2022	Dollar Tree				27.26
	CAPK Job Fair Event on 10/14/2022, Decoration Items						
3	10/13/2022	10/14/2022	Smart And Final 362				29.08
	Candy provided for CAPK Job Fair Event on 10/14/2022						
4	10/20/2022	10/21/2022	Usps Po 0504700579				40.85
	COVID test kits for Stockton Location.						

Transaction Count: 4

Total: 112.19

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Jerry Meade	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/26/2022	10/28/2022	Hyatt Regency Newport Bc				466.70
	Hotel stay for HS California Health Institute for Content Area Specialist						

Transaction Count: 1

Total: 466.70

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Pritika Ram	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/2/2022	10/5/2022	Marriott Irvine				241.20
	Hotel Fee for Catherine Anspach to attend CAP Orange County Event on 10-2.						
2	10/7/2022	10/10/2022	Facebk *kfm9shxem2				100.00
	Facebook Ad - Feed the Need Food Drive / Microbusiness / Job Fair						
3	10/7/2022	10/10/2022	Caeconomy.Org				500.00
	Registration Fee for Janea Benton to attend the 2022 California Economic Summit						
4	10/7/2022	10/10/2022	Caeconomy.Org				500.00
	Registration Fee for Yolanda Ochoa to attend the 2022 California Economic Summit						
5	10/13/2022	10/14/2022	Panera Bread #601790 O				31.87
	Coffee & Bagels for CEO's Chief's Meeting. Attendees: J. Tobias, T. Webster, T. Matthews & P. Ram.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/13/2022	10/14/2022	Facebk *zgd7uj3fm2				100.00
	Facebook Ad - Microbusiness / Job Fair						
7	10/18/2022	10/19/2022	Food-Ex				232.38
	2-1-1 Kern Meeting with United Way Fresno & Madera on 10/18/22						
8	10/20/2022	10/21/2022	Facebk *54bucjfem2				51.47
	Facebook Ad - Microbusiness / Job Fair						
9	10/31/2022	10/31/2022	Stk*shutterstock				29.00
	Monthly fee for stock photos						

Transaction Count: 9

Total: 1,785.92

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Jeremy Tobias	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/17/2022	10/19/2022	Shell Oil 12822045006				101.19
	Gasoline for CEO's Agency Vehicle						
2	10/25/2022	10/27/2022	National Community Action				225.00
	NCAF Webinar Series						
3	10/26/2022	10/28/2022	Too Fats Sandwiches And C				132.35
	Lunch for Board Meeting. Attendee list and agenda are attached.						
4	10/27/2022	10/31/2022	City Of Bakersfield Parki				2.00
	Parking Fee for Jeremy to attend Head Start Policy Council Meeting / Dinner on 10/27/22.						

Transaction Count: 4

Total: 460.54

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Emilio Wagner	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/3/2022	10/4/2022	Mindbody				461.98
	MindBody - Premier Basic monthly charge and subscription fee Sept 2022						
2	10/7/2022	10/10/2022	Hrs Pro Enterprise				395.00
	This is a credit card purchase for Finance and their unclaimed property software/HRS Pro Enterprise Edition						
3	10/19/2022	10/19/2022	Microsoft#g015411486				1,370.05
	Microsoft#g009792710- Microsoft Azure - Software Support HS						
4	10/20/2022	10/21/2022	Mindbody				461.98
	MindBody - Premier Basic monthly charge and subscription fee Oct 2022						

Transaction Count: 4

Total: 2,689.01

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Tracy Webster	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/12/2022	10/13/2022	Premier Learning Solut				199.00
	Training for Naomi Ibarra						
2	10/17/2022	10/19/2022	Wipfli Llp				925.00
	Training for Jennifer Davis						
3	10/19/2022	10/20/2022	Sq *murray Family Farms				1,749.30
	Pumpkins purchased for Head Start and Early Head Start children						
4	10/19/2022	10/20/2022	Ca Secretary Of State Web				5.00
	Purchase Certificate of Status						
5	10/20/2022	10/24/2022	Wipfli Llp				925.00
	Training for Liliana Solorio						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/25/2022	10/26/2022	Api Apa Gpmi Meet Apas				1,419.00
	Training for Eric Kelley						
7	10/26/2022	10/28/2022	Wipfli Llp				925.00
	Training for Christine Mata						

Transaction Count: 7

Total: 6,147.30

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Rebecca Moreno	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	9/30/2022	10/3/2022	Clartyconnect2022				999.00
	Registration for Ryan Dozier to attend the Clarity Connect Conference in Las Vegas.						
2	9/30/2022	10/3/2022	Park Mgm/Nomad-Adv Dep				158.73
	Hotel deposit for Ryan Dozier to attend the Clarity Connect Conference in Las Vegas.						
3	10/7/2022	10/10/2022	Park Mgm/Nomad-Front Dsk				447.30
	Hotel for Rebecca Moreno to attend the Clarity Connect conference in Las Vegas.						
4	10/7/2022	10/10/2022	Park Mgm/Nomad-Front Dsk				375.30
	Hotel for Joseph Aguilar to attend the Clarity Connect conference in Las Vegas.						
5	10/7/2022	10/10/2022	Park Mgm/Nomad-Front Dsk				566.91
	Hotel for Ryan Dozier to attend Clarity Connect in Las Vegas.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/7/2022	10/10/2022	Park Mgm/Nomad-Front Dsk				375.30
	Hotel for Laurie Hughey to attend the Clarity Connect conference in Las Vegas.						
7	10/13/2022	10/17/2022	Travelodge				952.00
	Isolation housing for COVID 19 resident at M Street.						
8	10/19/2022	10/20/2022	Naeh				725.00
	Registration for Nagely Portesgil to attend the National Alliance to End Homelessness in Oakland.						
9	10/19/2022	10/20/2022	Naeh				725.00
	Registration for Laurie Hughey to attend the National Alliance to End Homelessness in Oakland.						
10	10/19/2022	10/20/2022	Naeh				725.00
	Registration for Rebecca Moreno to attend the National Alliance to End Homelessness in Oakland.						

Transaction Count: 10

Total: 6,049.54

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

Reporting Period : 10/1/2022 - 10/31/2022

Statement Summary

Name	Susana Magana	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	**Currency**	US Dollar
Reporting Period	10/1/2022 - 10/31/2022		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	10/4/2022	10/5/2022	Hyatt Regency Sacramento				74.24
	Hotel deposit for Maureen Andrew to attend the Food Access conference in Sacramento.						
2	10/5/2022	10/7/2022	Hyatt Regency Sacramento				550.00
	Hotel for Kelly Lowery to attend the Food Access conference in Sacramento.						
3	10/11/2022	10/12/2022	Target 00013847				119.52
	Baby formula purchase.						
4	10/11/2022	10/12/2022	Wal-Mart #2557				51.42
	Special diet food purchase.						
5	10/11/2022	10/12/2022	Target 00027151				169.08
	Baby formula purchase.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	10/11/2022	10/13/2022	Albertsons #3172				94.95
	Baby formula purchase.						
7	10/11/2022	10/13/2022	Vallarta Supermarket 53				93.96
	Baby formula purchase.						
8	10/14/2022	10/17/2022	Lassens Natural Foods-Bk				106.09
	Special diet food purchase.						
9	10/19/2022	10/21/2022	Hyatt Regency Orange Cou				319.26
	Hyatt hotel for Alejandra Morales to attend the Healthy Living Forum in Orange County, CA.						
10	10/19/2022	10/21/2022	Hyatt Regency Orange Cou				281.26
	Hyatt hotel for Kennedy Valadez to attend the Healthy Living Forum in Orange County, CA.						
11	10/19/2022	10/21/2022	Hyatt Regency Orange Cou				281.26
	Hyatt hotel for Yesenia Fernandez to attend the Healthy Living Forum in Orange County, CA.						
12	10/25/2022	10/26/2022	Wal-Mart #2557				29.16
	Cookware purchased for CalFresh.						

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13	10/26/2022	10/27/2022	Sequoia Sand Downtown				446.60
	Food provided for program training.						
14	10/27/2022	10/28/2022	Ntlrest Servsafe				15.00
	Food handler certificate for Jose Caballero.						
15	10/27/2022	10/28/2022	162- Brimhall Mini Stor				48.03
	WIC Montclair office closure, needed extra temporary storage space to house items due to no space in current WIC locations or CAPK warehouse.						
16	10/30/2022	10/31/2022	Walmart.Com				37.33
	Baby formula purchase.						
17	10/30/2022	10/31/2022	Walmart.Com				123.05
	Baby formula purchase.						

Transaction Count: 17

Total: 2,840.21

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 (8 OF 12 MONTHS OR 66.67%)

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	660,289	30.2%	1,523,370
Head Start Subsidy	377,301	960,748	254.6%	(583,447)
Total Revenue	2,560,960	1,621,037	63.3%	939,923
Expenditures (Note B)				
Salaries	724,671	453,124	62.5%	271,547
Benefits	200,399	143,061	71.4%	57,338
Vehicle Gasoline, Repair/Maintenance	27,000	31,604	117.1%	(4,604)
Space Costs	121,700	67,563	55.5%	54,137
Supplies - Office & Food Service	92,500	90,164	97.5%	2,336
Equipment Purchase	-	68,536	Not budgeted	(68,536)
Consultant Services	-	5,854	Not budgeted	(5,854)
Equipment Repair/Maintenance & Lease	35,300	23,647	67.0%	11,653
Communication	14,000	11,670	83.4%	2,330
Risk Insurance	12,700	9,574	75.4%	3,126
Printing	1,000	243	24.3%	757
Hiring & Employee Costs	100	170	169.8%	(70)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	1,015,580	569,782	56.1%	445,798
Sub Total	2,245,450	1,474,992	65.7%	770,458
Adult Meals Prepared	128,794	91,720	71.2%	37,074
Indirect	186,716	54,325	29.1%	132,391
Total Expenditures	2,560,960	1,621,037	63.3%	939,923

	Prior Period	OCTOBER 2022	Cumulative
Total Meals Prepared and Vended (Note C)	431,975	72,063	504,038
Total Meals Claimed	240,974	41,148	282,122
Difference	191,001	30,915	221,916

Percentage Claimed to Prepared/Vended		57.1%	56.0%

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/22 - 6/30/23 (3 OF 12 MONTHS = 25.0%)

Contract CMAP-1000	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	June 2023	Total	%	% Earned to MRA
Provider Payments	$ 613,374	$ 813,343	$ 947,739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,374,456		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	$ -		
Net Provider Payments	$ 613,374	$ 813,343	$ 947,739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,374,456	79.16%	
Maximum Reimburseable Amount (MRA) for Provider Payments													**22,736,992**		**10.44%**
Administration & Support Services Revenue															
Provider Payments	$ 613,374	$ 813,343	$ 947,739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,374,456		
Reimbursement Rate	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%		
Revenue Earned	$ 163,049	$ 216,205	$ 251,931	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 631,185		
Program Administration/Support Services Costs	101,757	115,317	138,846	-	-	-	-	-	-	-	-	-	355,921	11.87%	
Indirect (10% x MTDC) Costs	70,328	91,733	107,284	-	-	-	-	-	-	-	-	-	269,346	8.98%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	$ 172,085	$ 207,050	$ 246,131	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	625,266	20.84%	
Revenue Earned Over/(Under) Costs	$ (9,036)	$ 9,155	$ 5,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	5,919		
TOTAL COSTS - NET OF FAMILY FEES	$ 785,460	$ 1,020,393	$ 1,193,870	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2,999,723	100.00%	

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

Provider payments	2,374,456
Reimbursement Rate (17.5% / 82.5%)	x 26.5823%
Revenue Earned	631,185

Note 2: The maximum reimburseable amount per the 2022/23 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 2022/23 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/22 - 6/30/23 (4 OF 12 MONTHS = 33.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	3,185	4,839	5,889	5,746	-	-	-	-	-	-	-	-	19,659	
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	$ 164,192	$ 249,446	$ 303,564	$ 296,225	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,013,427	**27.55%**
Maximum Reimburseable Amount (MRA)													**$3,678,194**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.61%	98.89%	98.84%	98.84%										**98.98%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,399	4,982	6,446	7,512									21,340	
Reimbursement Rate per Child per Day	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X $55.27	
Revenue Earned	$ 132,607	$ 275,374	$ 356,282	$ 415,171	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,179,434	**25.95%**
Maximum Reimburseable Amount (MRA)													**$4,544,694**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	98.41%	98.26%	98.67%	97.89%										**98.27%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	95	124	131	160									510	
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	$ 4,913	$ 6,404	$ 6,759	$ 8,228	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,305	**9.62%**
Maximum Reimburseable Amount (MRA)													**$273,318**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%										**100.00%**
Five Percent Flexibility, Maximum = 100 Percent	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 2022/23 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2022/23 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/22 - 6/30/23 (4 OF 12 MONTHS = 33.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-1242)														
Adjusted Days of Enrollment - Certified	648	919	860	995									3,421	
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	$ 29,832	$ 42,283	$ 39,571	$ 45,804	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 157,490	**10.02%**
Maximum Reimburseable Amount (MRA)													**$1,571,900**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%										**100.00%**
Five Percent Flexibility, Maximum = 100 Percent	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 2022/23 Cooperative Agreement with the San Joaquin County Office of Education

Division/CFO: Tracy Webster, CFO **Month/Year:** October-2022

Program/Work Unit: Not Applicable **Director of Finance:** Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	October-2022		Year to Date 03/1/22 - 10/31/22	
Description	**Number**	**Amount**		**Amount**
Bank Deposits	19	1,048,072	136	23,237,071
Wire Deposits	11	656,353	92	22,368,245
Head Start/IRS Drawdowns	6	3,559,464	42	27,487,594
Vendor Checks Issued	1130	4,861,612	8,681	46,427,545
Payroll Disbursed		3,038,648		24,256,164
Grant Reports Prepared	40		299	
ASTHO Vaccine Equity				
CalFresh Outreach				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern - 211				
County of Kern CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CMIG				
CMSS				
CSPP				
CSBG 2022				
Differential Response				
EFAP				
EFAP Build Back Better				
ESG CARES Act Homeless				
Food Bank Farmers Market				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Head Start Expansion SF-425				
Head Start San Joaquin SF-425				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS CES				
WIC				

Total Division Staffing 22 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 (2)
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	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	12,434,357
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	1,045,253
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	17,003,012
Total Assets	40,412,866
LIABILITES AND NET ASSETS	
Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	4,330,162
Total Liabilites	18,680,076
Total Net Assets	21,732,790
Total Liabilities and Net Assets	40,412,866

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

REVENUE	
Grant Revenue	87,203,662
Donations	30,640,997
Other Revenue	915,618
In-Kind	206,161
Total Revenue	118,966,438
EXPENDITURES	
Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,753,361
Capital Expenditures	(0)
Indirect	6,862,436
In-Kind	206,161
Total Expenditures	111,441,431
Net Change in Assets	7,525,007
Net Assets, beginning	14,207,782
Net Assets, ending	21,732,790

Community Action of Partnership of Kern
Agency Total

STATEMENT OF POSITION (UNAUDITED)
AS OF OCTOBER 31, 2022

ASSETS	
Cash in Bank	16,777,391
Cash - Vacation Reserve	1,080,494
Petty Cash	-
Accounts Receivable	(0)
Travel Advance	11,748
Prepaid Expense	571,737
Inventory	1,043,276
Net Fixed Assets - Unrestricted	792,628
Net Fixed Assets - Restricted	16,596,054
Total Assets	36,873,326
LIABILITES AND NET ASSETS	
Accounts Payable	764,978
Accrued Expenses	352,063
Accrued Vacation	1,007,684
Line of Credit	-
Note Payable	796,031
Advance Payable	5,325,225
Deferred Revenue	8,185,172
Total Liabilites	16,431,153
Total Net Assets	20,442,173
Total Liabilities and Net Assets	36,873,326

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

REVENUE	
Grant Revenue	58,372,734
Donations	207,952
Other Revenue	5,153,580
In-Kind	4,874,956
Total Revenue	68,609,223
EXPENDITURES	
Salaries	23,883,161
Benefits	6,786,009
Travel	480,007
Space Costs	11,334,082
Supplies	1,838,404
Consultant/Contract Services	3,206,788
Other Costs	2,879,108
Program Costs	9,025,780
Capital Expenditures	980,938
Indirect	4,610,606
In-Kind	4,874,956
Total Expenditures	69,899,839
Net Change in Assets	(1,290,616)
Net Assets, beginning	21,732,790
Net Assets, ending	20,442,173

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 10-31-22 (66.6%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	21,868,420	16,709,822	57%
BENEFITS	11,160,531	6,248,055	4,912,476	56%
TRAVEL	721,930	425,135	296,795	59%
SPACE COST	23,506,027	10,573,651	12,932,376	45%
SUPPLIES	3,253,861	1,741,363	1,512,498	54%
EQUIPMENT	831,379	1,415,791	(584,412)	170%
CONSULTANT/CONTRACT SERVICES	3,798,580	2,521,114	1,277,466	66%
OTHER COSTS	3,449,253	2,413,028	1,036,225	70%
PROGRAM COSTS	11,277,182	8,385,403	2,891,779	74%
INDIRECT	7,597,038	4,641,022	2,956,016	61%
TOTAL	104,174,023	60,232,981	43,941,042	58%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 10-31-22 (66.6%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	16,042,921	11,408,343	58%
BENEFITS	8,315,926	4,733,676	3,582,250	57%
TRAVEL	492,583	244,913	247,670	50%
SPACE COST	6,603,218	5,333,676	1,269,542	81%
SUPPLIES	2,644,635	1,242,371	1,402,264	47%
EQUIPMENT	100,000	499,566	(399,566)	500%
CONSULTANT/CONTRACT SERVICES	1,369,385	597,335	772,050	44%
OTHER COSTS	1,130,700	964,346	166,354	85%
PROGRAM COSTS	7,769,839	7,023,576	746,263	90%
INDIRECT	5,263,450	3,315,526	1,947,924	63%
TOTAL	61,141,000	39,997,907	21,143,093	65%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 10-31-22 (66.6%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	2,317,186	1,893,805	55%
BENEFITS	1,260,035	598,407	661,628	47%
TRAVEL	91,246	63,676	27,570	70%
SPACE COST	15,209,213	4,125,748	11,083,465	27%
SUPPLIES	211,553	194,693	16,860	92%
EQUIPMENT	724,960	718,622	6,338	99%
CONSULTANT/CONTRACT SERVICES	563,961	246,468	317,493	44%
OTHER COSTS	378,585	336,021	42,564	89%
PROGRAM COSTS	1,436,167	870,226	565,941	61%
INDIRECT	765,412	422,288	343,124	55%
TOTAL	24,852,123	9,893,335	14,958,788	40%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 10-31-22 (66.6%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	1,052,957	1,918,164	35%
BENEFITS	553,144	270,869	282,275	49%
TRAVEL	65,110	32,321	32,789	50%
SPACE COST	299,407	149,865	149,542	50%
SUPPLIES	110,076	81,511	28,565	74%
EQUIPMENT	6,419	51,295	(44,876)	799%
CONSULTANT/CONTRACT SERVICES	1,056,518	1,136,269	(79,751)	108%
OTHER COSTS	1,341,076	729,223	611,853	54%
PROGRAM COSTS	868,172	166,369	701,803	19%
INDIRECT	755,931	354,713	401,218	47%
TOTAL	8,026,974	4,025,392	4,001,582	50%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 10-31-22 (66.6%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	1,730,858	1,099,554	61%
BENEFITS	737,565	460,647	276,918	62%
TRAVEL	27,313	33,465	(6,152)	123%
SPACE COST	1,206,276	758,876	447,400	63%
SUPPLIES	220,349	209,493	10,856	95%
EQUIPMENT	-	146,308	(146,308)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	458,714	309,222	60%
OTHER COSTS	491,102	336,414	154,688	69%
PROGRAM COSTS	1,105,101	275,093	830,008	25%
INDIRECT	613,244	418,401	194,843	68%
TOTAL	7,999,298	4,828,270	3,171,028	60%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 10-31-22 (66.6%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	642,575	348,279	65%
BENEFITS	267,905	172,174	95,731	64%
TRAVEL	23,578	50,061	(26,483)	212%
SPACE COST	182,213	203,792	(21,579)	112%
SUPPLIES	52,498	11,496	41,002	22%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	5,780	1,983	3,798	34%
OTHER COSTS	51,480	32,725	18,755	64%
PROGRAM COSTS	97,903	50,137	47,766	51%
INDIRECT	170,659	111,501	59,158	65%
TOTAL	1,842,870	1,276,442	566,428	69%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-22 TO 10-31-22 (66.6%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	81,923	41,677	66%
BENEFITS	25,956	12,282	13,674	47%
TRAVEL	22,100	700	21,400	3%
SPACE COST	5,700	1,693	4,007	30%
SUPPLIES	14,750	1,799	12,951	12%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	80,345	(45,345)	230%
OTHER COSTS	56,310	14,299	42,011	25%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	18,593	9,749	66%
TOTAL	311,758	211,635	100,123	68%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 10/31/22 (8 OF 12 MONTHS = 66.6%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	**$ 7,597,038**	**$ 4,553,282**	**59.9%**	**$ 3,043,756**
Expenditures				
Salaries	4,122,037	2,417,348	58.6%	1,704,689
Benefits @ 23.6% actual	927,258	563,321	60.8%	363,937
Total Personnel Costs	5,049,295	2,980,669	59.0%	2,068,626
Operating Costs				
Travel	67,900	54,537	80.3%	13,363
Space Costs	215,700	158,267	73.4%	57,433
Supplies	252,500	96,525	38.2%	155,975
Consultant/Contract	1,288,000	693,985	53.9%	594,015
Other Operating Costs	474,125	459,941	97.0%	14,184
Total Operating Costs	2,298,225	1,463,256	63.7%	834,969
Total Expenditures	**$ 7,347,520**	**$ 4,443,926**	**60.5%**	**$ 2,903,594**
Excess (Deficit) Indirect Revenue	**$ 249,518**	**$ 109,356**		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	$ 1,288,307	$ 812,641	63.1%	$ 475,666
Operations	2,272,694	1,541,284	67.8%	731,410
Executive	1,337,079	798,719	59.7%	538,360
Program Administration	130,000	102,037	78.5%	27,963
Finance	2,319,440	1,189,244	51.3%	1,130,196
	$ 7,347,520	$ 4,443,926	60.5%	$ 2,903,594

Prepared Date: 11/07/22

MEMORANDUM

To: Budget and Finance

From: Wilfredo Cruz, Energy Program Administrator

Date: November 16, 2022

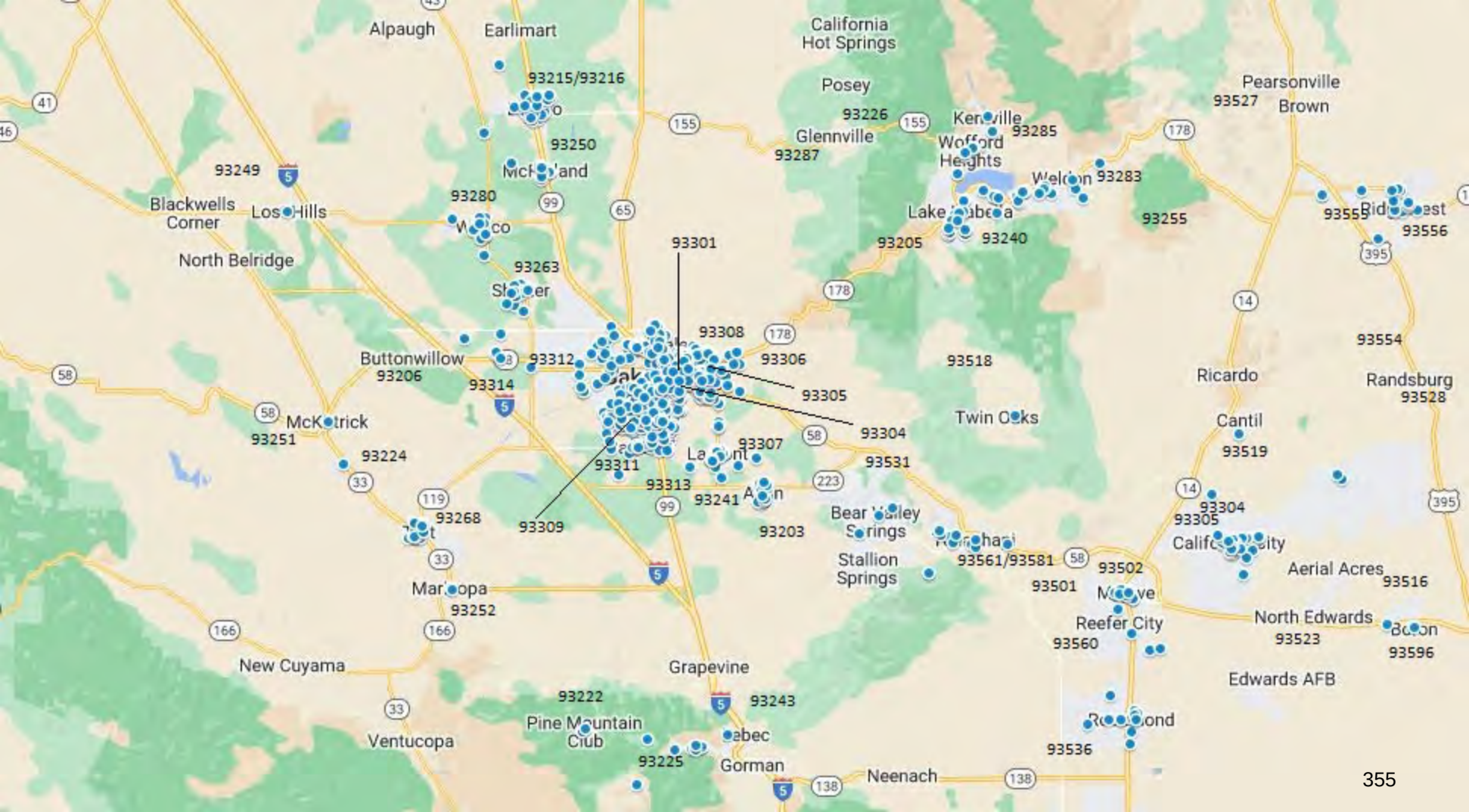
Subject: *Agenda Item 5a:* Response to Board Member Request – **Info Item**

At the October 19th Budget & Finance Committee meeting, the Committee Chair, Janea Benton, requested staff to include the service breakdown areas of where the Energy Program has provided services throughout Kern County in 2022. The attached documentation provides details on the requested information.

The first attachment is a percentage breakdown that shows what cities or towns our clients receive Energy Program services in. This information was abstracted from Hanock, our front-end system vendor. When clients apply for services, all their application information is entered into this system.

The second attachment is a map of Kern County. The dots show where in the community clients have received our services in 2022. This document is a screenshot of a custom Google Map that was created based off the same information obtained for the first mentioned document. Each dot represents an individual client that has received benefits from our various contracts: LIHEAP 2021, LIHEAP 2022, 2021 ARPA, 2021 SLIHEAP, or 2021 LIHWAP.

Attachments:
Kern County Energy Program Service Map
Client Services Percentage Breakdown


Alpaugh
Earlimart
California Hot Springs
Posey
93226
Glennville
93287
93215/93216
93250
93249
Blackwells Corner
Los Hills
93280
North Belridge
93263
93301
93308
93312
93306
Buttonwillow
93206
93314
93305
93304
McKittrick
93251
93224
93307
93311
93313
93241
93531
93268
93309
93203
Bear Valley Springs
Stallion Springs
93561/93581
93502
93501
Mojave
Reefer City
93560
Aerial Acres
93516
North Edwards
93523
93596
Edwards AFB
Maricopa
93252
New Cuyama
Grapevine
93222
93243
Pine Mountain Club
Ventucopa
93225
Gorman
Neenach
93536
Kernville
93285
Wofford Heights
93283
Lake Isabella
93240
93205
93255
93555
93556
Pearsonville
93527
Brown
93554
Ricardo
93528
Randsburg
Twin Oaks
93518
Cantil
93519
93304
93305

Clients Service Percentage Breakdown– 2022

Zip code	City	Percentage of clients serviced
93307	Bakersfield (Southeast)	15.93%
93304	Bakersfield (Central)	12.96%
93306	Bakersfield (East)	9.64%
93309	Bakersfield (Southwest)	9.27%
93305	Bakersfield (Central East)	8.38%
93308	Bakersfield (North)	7.13%
93313	Bakersfield (South)	4.77%
93301	Bakersfield (Central - Downtown)	4.08%
93215	Delano	3.62%
93505	California City	2.63%
93311	Bakersfield (Further Southwest)	2.23%
93263	Shafter	2.01%
93280	Wasco	1.85%
93203	Arvin	1.84%
93312	Bakersfield	1.52%
93558	Ridgecrest	1.51%
93240	Lake Isabella	1.28%
93560	Rosamond	1.10%
93501	Mojave	1.09%
93251	McFarland	1.05%
93268	Taft	0.96%
93561	Tehachapi	0.91%
93241	Lamont	0.91%
93283	Weldon	0.59%
93314	Bakersfield	0.58%
93225	Frazier Park/Pine Mt. Club	0.58%
93285	Wofford Heights	0.41%
93205	Bodfish	0.38%
93516	Boron	0.19%
93206	Buttonwillow	0.16%
93252	Maricopa	0.13%
93238	Kernville	0.09%
93527	Inyokern	0.09%
93255	Onyx	0.08%

93249	Lost Hills	0.07%
93518	Caliente	0.07%
93523	North Edwards	0.04%
93243	Lebec	0.03%
93528	Johannesburg	0.02%
	Total=	**100%**

Audit & Pension Committee Meeting

November 17, 2022

Pensionmark Financial Group, LLC (“Pensionmark”) is an investment adviser registered under the Investment Advisers Act of 1940. Financial Advisors at Pensionmark may also be registered representatives of CapFinancial Securities, LLC (member SIPC), which is affiliated with Pensionmark through common ownership.

Domestic Equity

- The S&P 500 ended the quarter down 4.9% and is now down over 24% from the start of the year.
- Small Cap (Russell 2000) outperformed Large Cap (Russell 1000).
- Growth (Russell 1000 Growth) outperformed Value (Russell 1000 Value).
- Consumer Cyclicals and Energy were the only positive sectors during the quarter. Communication Services, Real Estate, and Materials were the worst performing sectors.
- Equity markets fell in the face of persistent inflation and a more hawkish Federal Reserve.
- Concerns around economic growth and a weakening housing market further weighed on equity markets.

Executive Summary

Investment Scoring Summary

Passing	Watch	Review	Not Scored	Total
21	2	1	1	25

Investment Additions

Investment Name	Status	Morningstar Rating
Small Growth		
Vanguard Explorer Adm	Passing	****

Investments on Watch

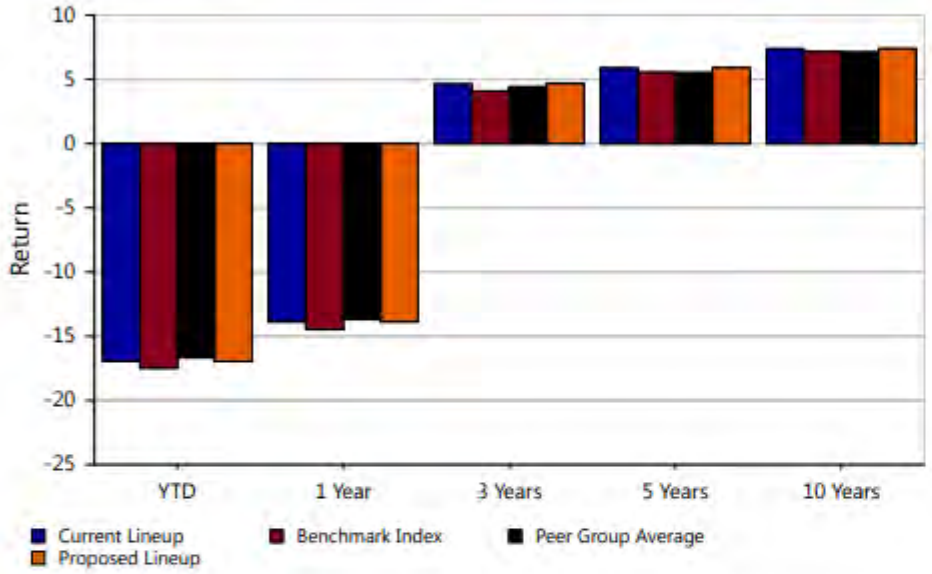
Investment Name	# of Participants	Plan Assets	% of total plan	Status	Quarters Failing Criteria	Morningstar Rating
Allocation--30% to 50% Equity						
Putnam Dynamic Asset Allocation Cnsrv Y	17	$387,283.55	1.89%	Watch	3	***
Large Growth						
TIAA-CREF Large-Cap Growth Inst	62	$268,801.09	1.31%	Watch	1	****

Investments Targeted for Review

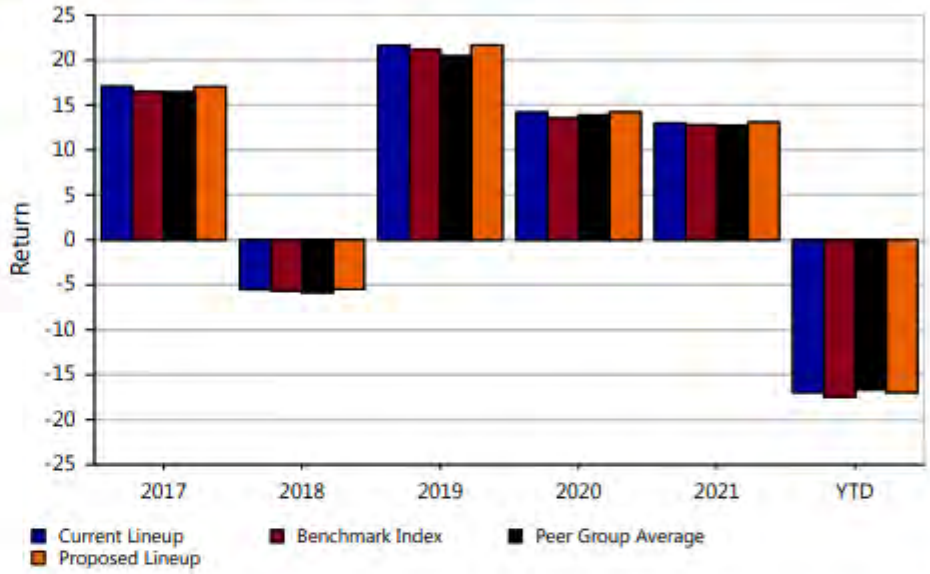
Investment Name	# of Participants	Plan Assets	% of total plan	Status	Morningstar Rating
Small Growth					
Janus Henderson Triton T	37	$115,003.75	0.56%	Review	***
Vanguard Explorer Adm	0			Passing	****

PORTFOLIO | RETURNS

Annualized Returns



Calendar Year Returns



Trailing Returns

	YTD	1 Year	3 Years	5 Years	10 Years	Net Exp.Ratio
Current Lineup	-16.95	-13.87	4.63	5.88	7.37	0.16
Benchmark Index	-17.47	-14.47	4.08	5.54	7.17	NA
Peer Group Average	-16.66	-13.69	4.41	5.51	7.11	0.73
Proposed Lineup	-16.96	-13.87	4.67	5.91	7.38	0.15

Calendar Year Returns

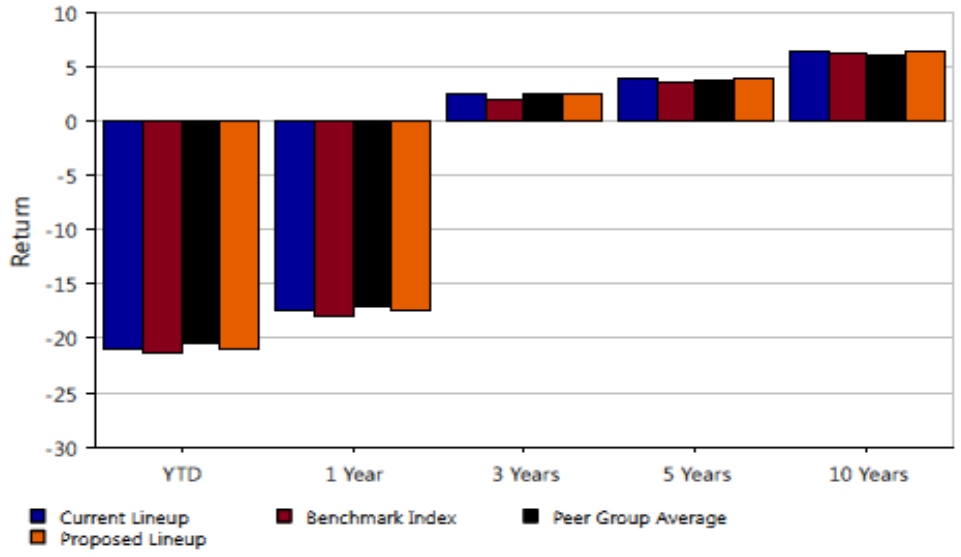
	2017	2018	2019	2020	2021	YTD	Net Exp.Ratio
Current Lineup	17.06	-5.52	21.65	14.18	12.99	-16.95	0.16
Benchmark Index	16.47	-5.66	21.15	13.53	12.78	-17.47	NA
Peer Group Average	16.43	-5.85	20.43	13.88	12.75	-16.66	0.73
Proposed Lineup	17.03	-5.49	21.67	14.20	13.08	-16.96	0.15

The Benchmark Index is constructed utilizing the underlying indexes of the Plan's investment options weighted in proportion to the asset allocation of the Plan. The underlying indexes are illustrated on the standardized performance pages of the report. For source information, please see the "Important Disclosures" section of this report.

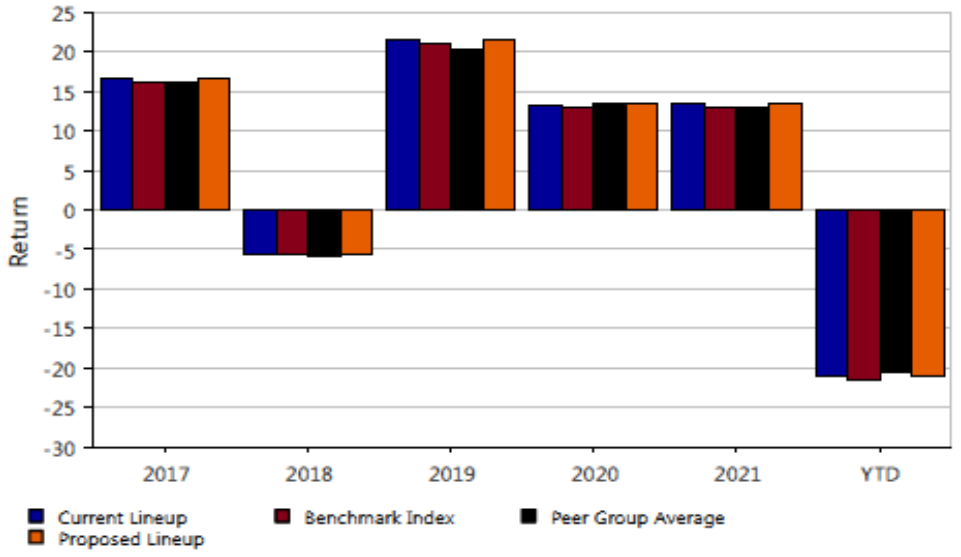
The performance data quoted represents past performance. Past performance does not guarantee future results. Investment return and principal value will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information quoted. The performance quoted reflects the reinvestment of dividends and capital gains and is net of all expenses. To obtain current month-end performance information, please contact the phone number located in the "Important Disclosures" section of this report.

PORTFOLIO | RETURNS

Annualized Returns



Calendar Year Returns



Trailing Returns

	YTD	1 Year	3 Years	5 Years	10 Years	Net Exp.Ratio
Current Lineup	-21.04	-17.42	2.46	3.92	6.39	0.19
Benchmark Index	-21.41	-18.00	2.03	3.67	6.17	NA
Peer Group Average	-20.49	-16.99	2.56	3.73	6.16	0.75
Proposed Lineup	-21.04	-17.41	2.49	3.94	6.39	0.19

Calendar Year Returns

	2017	2018	2019	2020	2021	YTD	Net Exp.Ratio
Current Lineup	16.67	-5.66	21.54	13.35	13.39	-21.04	0.19
Benchmark Index	16.06	-5.63	21.15	12.94	13.00	-21.41	NA
Peer Group Average	16.19	-5.97	20.42	13.38	13.10	-20.49	0.75
Proposed Lineup	16.66	-5.64	21.56	13.37	13.44	-21.04	0.19

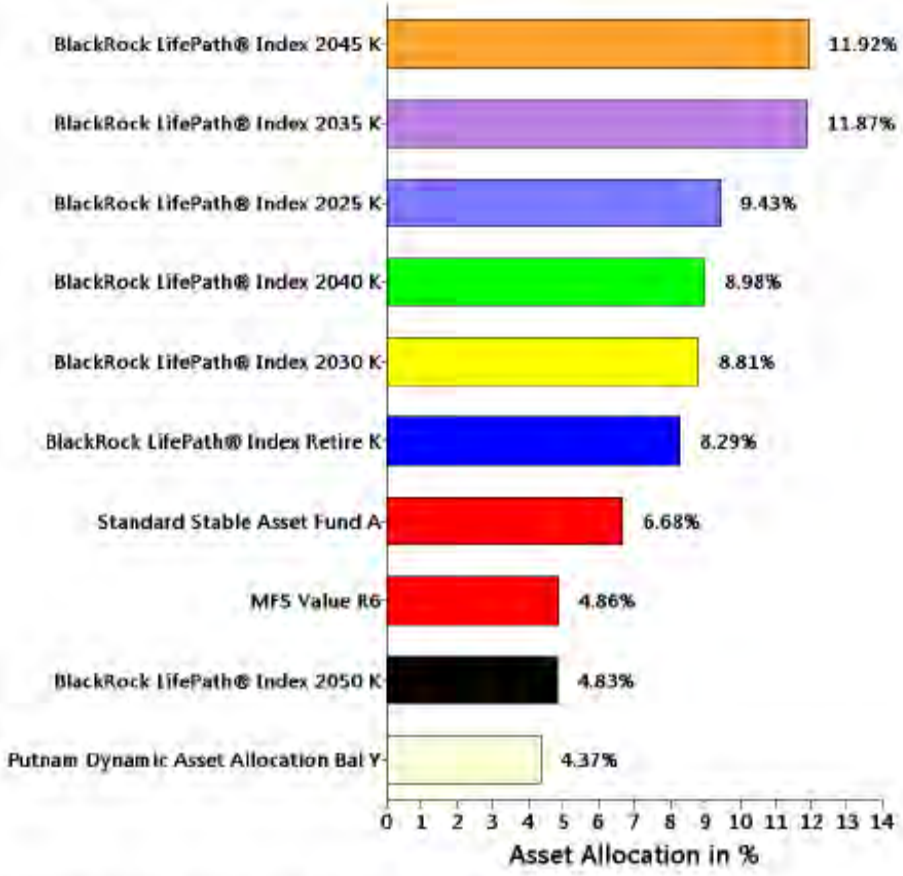
The Benchmark Index is constructed utilizing the underlying indexes of the Plan's investment options weighted in proportion to the asset allocation of the Plan. The underlying indexes are illustrated on the standardized performance pages of the report. For source information, please see the "Important Disclosures" section of this report.

The performance data quoted represents past performance. Past performance does not guarantee future results. Investment return and principal value will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information quoted. The performance quoted reflects the reinvestment of dividends and capital gains and is net of all expenses. To obtain current month-end performance information, please contact the phone number located in the "Important Disclosures" section of this report.

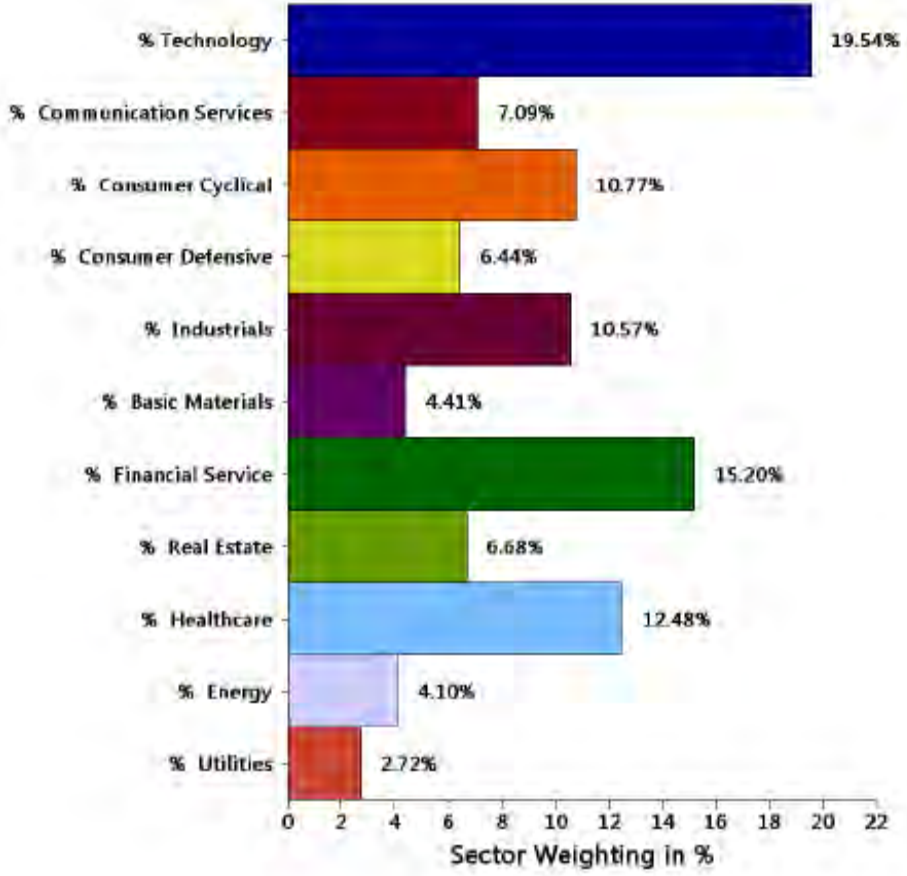
PORTFOLIO | HOLDINGS & SECTOR ALLOCATION

Pensionmark

Top 10 Holdings



Sector Allocation

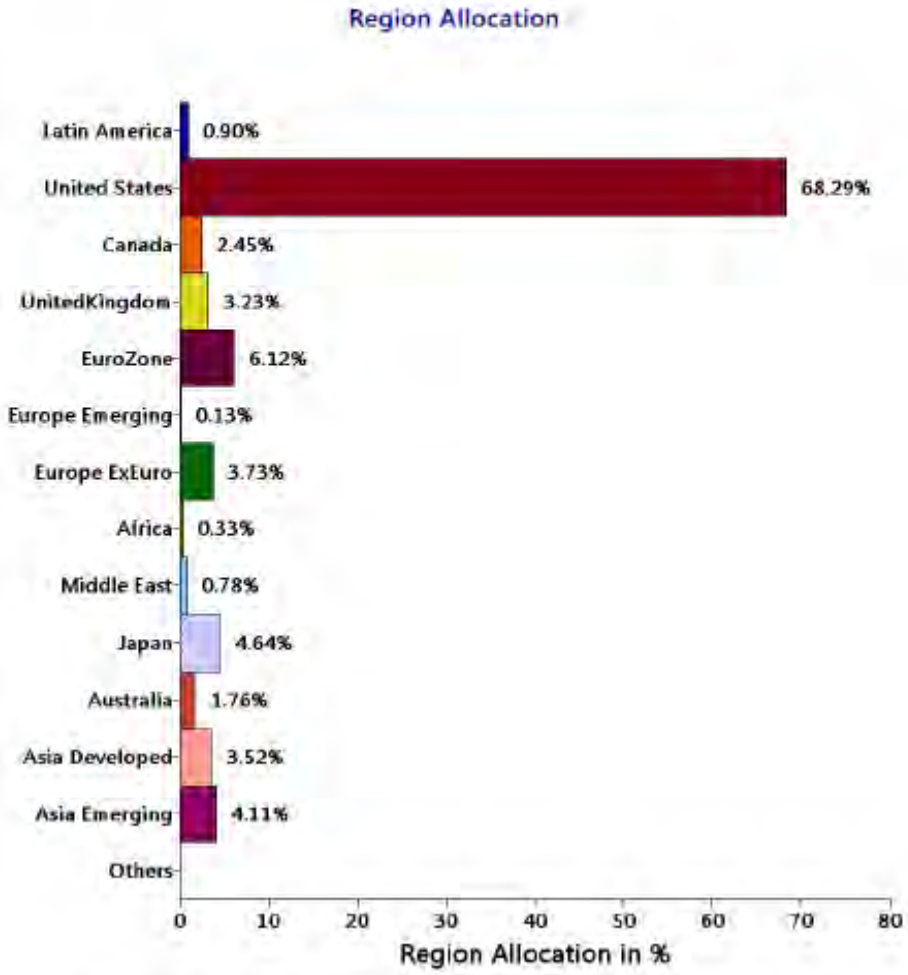


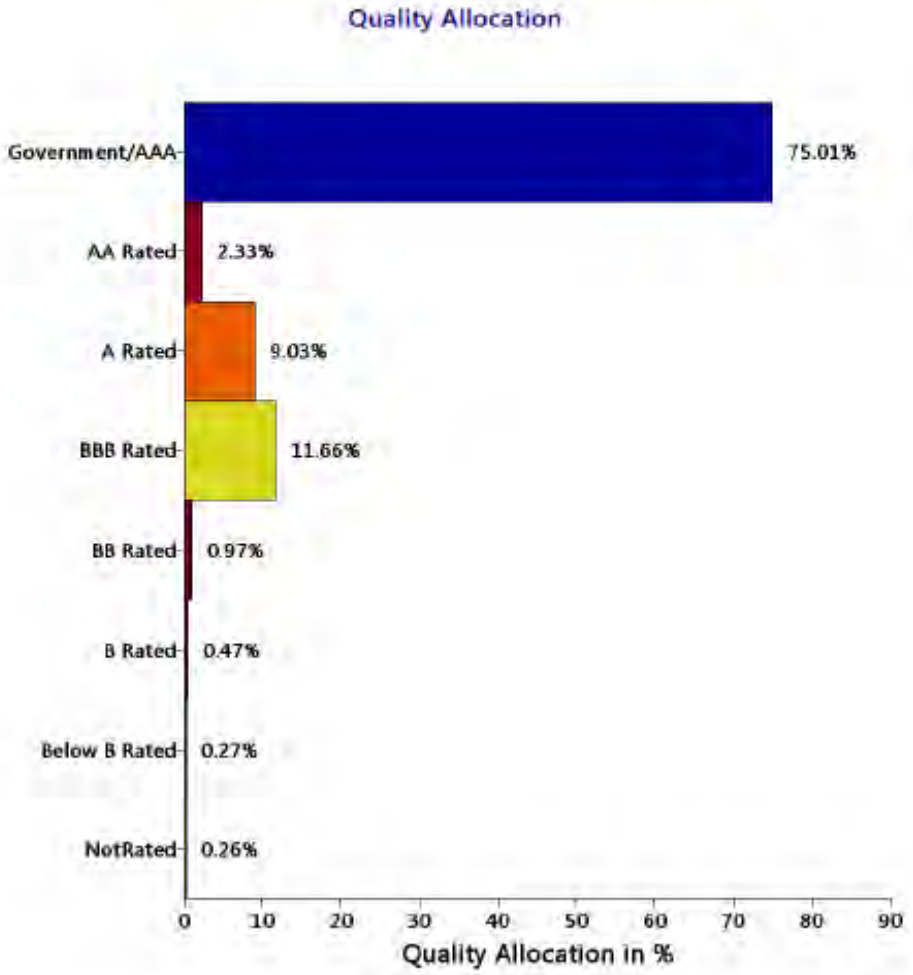
For source information, please see the "Important Disclosures" section of this report.

CAPK

PORTFOLIO | REGION & QUALITY ALLOCATION

Pensionmark





For source information, please see the "Important Disclosures" section of this report.

Investment Review- 100 Point Scoring

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING

Pensionmark

Investment Name	Current Status	# of Participants	Assets	% of Plan	Q2/22	Q1/22	Q4/21	Q3/21	Q2/21	Q1/21	Q4/20
Intermediate Core Bond											
Vanguard Total Bond Market Index Adm - VBTLX	100	59	$403,745.11	1.97%	100	100	92	92	92	92	100
Allocation--30% to 50% Equity											
⚠ Putnam Dynamic Asset Allocation Cnsrv Y - PACYX	64	17	$387,283.55	1.89%	60	60	68	74	78	70	77
Allocation--50% to 70% Equity											
Putnam Dynamic Asset Allocation Bal Y - PABYX	70	46	$898,117.69	4.37%	69	73	73	74	72	68	69
Allocation--70% to 85% Equity											
Putnam Dynamic Asset Allocation Gr Y - PAGYX	77	11	$490,602.04	2.39%	78	82	80	74	79	75	77
Target-Date Retirement											
BlackRock LifePath® Index Retire K - LIRKX	93	55	$1,703,551.74	8.29%	88	93	90	90	90	90	90
Target-Date 2025											
BlackRock LifePath® Index 2025 K - LIBKX	73	75	$1,936,632.88	9.43%	77	80	79	79	81	82	84
Target-Date 2030											
BlackRock LifePath® Index 2030 K - LINKX	77	87	$1,808,680.36	8.81%	82	83	76	73	77	78	79
Target-Date 2035											
BlackRock LifePath® Index 2035 K - LIJKX	81	95	$2,438,001.02	11.87%	86	85	84	79	79	79	81
Target-Date 2040											
BlackRock LifePath® Index 2040 K - LIKKX	83	96	$1,845,428.06	8.98%	90	83	82	82	82	82	80
Target-Date 2045											
BlackRock LifePath® Index 2045 K - LIHKX	85	153	$2,447,874.27	11.92%	88	89	85	80	81	81	78
Target-Date 2050											
BlackRock LifePath® Index 2050 K - LIPKX	87	141	$991,432.19	4.83%	93	90	87	86	86	83	80

Investment Review- 100 Point Scoring

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING

Pensionmark

Investment Name	Current Status	# of Participants	Assets	% of Plan	Q2/22	Q1/22	Q4/21	Q3/21	Q2/21	Q1/21	Q4/20
Target-Date 2055											
BlackRock LifePath® Index 2055 K - LIVKX	90	110	$477,924.03	2.33%	89	90	87	85	84	81	80
Target-Date 2060											
BlackRock LifePath® Index 2060 K - LIZKX	86	123	$354,631.88	1.73%	87	86	85	80	82	79	81
Large Value											
MFS Value R6 - MEIKX	80	62	$998,271.44	4.86%	75	76	88	90	82	85	90
Large Blend											
iShares S&P 500 Index K - WFSPX	100	42	$510,699.98	2.49%	100	100	100	100	100	100	100
Large Growth											
TIAA-CREF Large-Cap Growth Inst - TILGX	68	62	$268,801.09	1.31%	71	75	82	87	91	98	98
Mid-Cap Value											
Allspring Special Mid Cap Value Inst - WFMIX	93	1	$5,060.48	0.02%	91	92	90	82	82	91	89
Mid-Cap Blend											
Vanguard Mid Cap Index Admiral - VIMAX	100	7	$65,644.79	0.32%	100	100	100	100	100	100	100
Mid-Cap Growth											
MassMutual Mid Cap Growth I - MEFZX	71	59	$583,586.01	2.84%	73	72	73	79	87	96	96
Small Value											
DFA US Targeted Value I - DFFVX	96	56	$175,391.34	0.85%	96	96	92	87	85	85	80
Small Growth											
Janus Henderson Triton T - JATTX	60	37	$115,003.75	0.56%	66	70	71	68	76	68	73
Vanguard Explorer Adm - VEXRX	88	0			92	90	86	84	85	88	85

Investment Review- 100 Point Scoring

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING

Pensionmark

Investment Name	Current Status	# of Participants	Assets	% of Plan	Q2/22	Q1/22	Q4/21	Q3/21	Q2/21	Q1/21	Q4/20
Foreign Large Blend											
Hartford International Opportunities R6 - IHOVX	90	1	$42.31	0.00%	94	90	90	88	87	88	96
Diversified Emerging Mkts											
American Funds New World R6 - RNWGX	92	59	$256,930.21	1.25%	94	97	97	95	94	95	96
Real Estate											
Principal Real Estate Securities Inst - PIREX	90	3	$3,931.47	0.02%	95	88	88	90	90	88	93

Review : Watch : Addition :

Denotes potential addition or replacement option(s). Option(s) are subject to final approval as platforms may discontinue option availability.
For source information, please see the "Important Disclosures" section of this report. Please see further details on the scoring methodology in the "Investment Scoring Methodology" section of this report.

STATE OF CALIFORNIA
Department
of
Community Services and Development

October 13, 2022

Monitoring Report E-22-007D

The Department of Community Services and Development (CSD) is responsible for the oversight of the Department of Energy Weatherization Assistance Program (DOE WAP). Hence, CSD is required to monitor the activities of Community Action Partnership of Kern (CAPK) to ensure compliance with all contractual and statutory requirements.

INTRODUCTION

CSD conducted a desk review of Community Action Partnership of Kern (CAPK) DOE WAP contract 20C-6008. Darrell McCormick, Field Representative, conducted the review in accordance with CSD's Energy and Environmental Services Division's Monitoring Scope.

The purpose of the review is to ensure the Contractor meets the Administrative Requirements, Financial Requirements, Programmatic Requirements, Compliance Requirements and other applicable requirements as prescribed in the contract and referenced therein (2 CFR §200.328; DOE WAP Article 10.3).

This monitoring report contains the following sections:

I. Administrative Requirements
II. Financial Requirements
III. Programmatic Requirements
IV. Compliance Requirements
V. Monitoring Summary
VI. Recommendations, Observations, and Findings

I. ADMINISTRATIVE REQUIREMENTS

The purpose of the Administrative Requirements review is to ensure that the Contractor is properly administering the Federal and/or State programs in accordance with CSD's contract requirements. The areas covered under the Administrative Requirements are Board Roster, By Laws, Resolution and Minutes; Internal Controls Requirements; Record Retention Requirements; Travel and per diem; Conflict of Interest; Procurement Standards; Use and Disposition of Vehicles and Equipment; Subcontracts; Complaint Management Policies and Procedures; Fair Hearing Process for Applications for Denial of Benefits by Contractor; and Fraud, Waste and Abuse.

Fraud, Waste and Abuse: Providing Information Necessary for Reporting Incidents and Activities

The purpose of this review is to ensure the agency has a system in place to notify CSD of incidents and activities, including suspected incidents and activities, involving the fraud, waste and/or abuse of Energy Program funds.

Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the Department of Energy's Office of Inspector General fraud hotline.

2020 DOE 4.14.2

The agency did not currently reference any contact information in the documents they provided to staff and applicants. However, upon notification from the Field Representative, the agency has corrected this issue by posting the required information in their offices and will be providing the same to subcontractors and clients.

II. FINANCIAL REQUIREMENTS

The purpose of the Financial Requirements review is to ensure that Contractor's financial management systems, including records documenting compliance with Federal and/or State statutes, regulations, and the terms and conditions of the Federal and/or State award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal and/or State statutes, regulations, and the terms and conditions of the Federal and/or State award. The areas covered under the Financial Requirements are Working Capital Advance and Major Purchase Advances; Allowable Costs; Reimbursement Guidelines; and Reporting Requirements.

Allowable Costs: Administrative

The purpose of this review is to determine whether the agency is claiming reimbursements for actual, allowable, and allocable costs and if costs are billed to the appropriate line item.

Contractor shall use 2 CFR Part 200 Subpart E-Cost Principles as a guide for determining administrative costs.

2020 DOE 5.4.2.2.

The agency submitted reimbursement reports for the purchase of food and drink for Staff Development Days which does not equate to "incentive pay" as defined in the OMBs:

***Incentive compensation**. Incentive compensation to employees based on cost reduction, or efficient performance, suggestion awards, safety awards, etc., is allowable to the extent that the overall compensation is determined to be reasonable and such costs are paid or accrued pursuant to an agreement entered into in good faith between the non-Federal entity and the employees before the services were rendered, or pursuant to an established plan followed by the non-Federal entity so consistently as to imply, in effect, an agreement to make such payment.*

2CFR§200.430(f)

For funds to be used as incentive pay, they must be accrued based on an agreement between the agency and its employees PRIOR to services being rendered. Because this is not the case, the total of $91.73 will be disallowed and required to be backed out of EARS.

In addition to that amount, all other active CSD contracts (e.g., 21B, 22B, 21V) that were allocated a portion of Meeting Expenses and submitted for reimbursement will also need to have those costs backed out of EARS.

For those contracts that are now closed (e.g., 20B, 20U, 20D), costs for any Meeting Expenses that were billed to them will need to be returned to CSD upon receipt of an Accounts Receivable Invoice.

III. PROGRAMMATIC REQUIREMENTS

The purpose of the Programmatic Requirements review is to ensure that the Contractor is adhering to the programmatic requirements of the contract. The areas covered under the Programmatic Requirements are Program Standards and Regulatory Requirements; Service Priority Guidelines; Outreach and Intake Activity Guidelines; Client Education and Counseling Activities; Leveraging Activities; Record-Keeping Responsibilities;

Weatherization Activity Guidelines; Quality Assurance; Training Requirements; Quality Control Inspectors Certification; Contractor Licensing; Special Licensing – Weatherization; Environmental Protection Agency (EPA) Certifications; and Mandatory Training.

Due to the DOE contract cycle ending June 30, 2022, there may be overlap in the files requested by the CSD Field Representative and CSD's third party inspector ConSol, in order to meet DOE inspection requirements. While issues may or may not have been identified during the CSD Field Representative's programmatic review, ConSol's review may identify issues of a more technical nature that will not be identified in this monitoring report, as it may fall outside of the scope of the CSD Field Representative's review. Therefore, any issues identified by ConSol on these same files (if applicable) will be identified in the inspection report issued by ConSol.

The CSD Field Representative requested a sampling of client files for review. Below is a summary of the number of client files requested, received and reviewed:

Contract	Program	Number of Files Requested	Number of Files Received	Number of Files Reviewed
20C-6008	WX	2	2	2

Based on the CSD Field Representative's review, the CSD Field Representative did not identify any issues regarding Programmatic Requirements other than minor discrepancies that were explained in detail with supporting documentation.

IV. COMPLIANCE REQUIREMENTS

The purpose of the Compliance Requirements review is to ensure that the Contractor is meeting their expenditure and unit production goals in accordance with the contractual requirements and/or the agency's submitted performance and expenditure benchmarks. The areas covered under the Compliance Requirements are Service Delivery and Expenditure Requirements.

Contractor Performance Benchmark and Reporting Requirements

Per the 2020 DOE contract, *"Contractor shall be at 99% expenditures of the contract by June 20, 2022. CSD will monitor Contractor's performance to evaluate compliance with meeting performance benchmark requirements of no less than 10% by September 30, 2021, 40% by January 31, 2022, 75% by March 31, 2022 of the total allocation."*

Reported expenditures through March 31, 2022, pulled from the Expenditure Activity Reporting System (EARS) on 5/1/2022, show the agency is at 21.7% expended of the

2020 DOE contract, 53.3% short of the expected contract benchmark of 75%. With three reporting periods left of the contract term, the agency runs the risk of not fully expending funds by the end of the contract term. The agency will need to provide CSD assurances that all funds will be expended by the end of the contract term and detail how the agency will ensure that this occurs.

V. MONITORING SUMMARY

Thank you for your dedication and commitment to serve low-income individuals and families in your community. I look forward to working in partnership with you to develop innovative and effective programs as well as strengthen our capacity to improve the lives of those living in poverty and ultimately reduce poverty in California.

VI. RECOMMENDATIONS, OBSERVATIONS, AND FINDINGS

Recommendations are offered by CSD as a suggestion for potential improvement of current processes, systems, or general business practices. Recommendations do not require a Corrective Action Plan response.

Observations are identified contractual noncompliance issues that are an identified 'Significant Deficiency' which is caused by a deficiency, or combination of deficiencies, in internal control that is less severe than a 'Material Weakness,' yet important enough to merit attention. An Observation does not require a Corrective Action Plan response; however, the agency must immediately remedy the issue of noncompliance within 90 calendar days from the issuance of the final monitoring report. Thus, if the agency fails to document the remediation of and/or forsakes to remedy an Observation by the specified timeframe, upon follow up the Observation may then be elevated to a Finding as it now carries material error.

Findings are identified contractual noncompliance issues that: (1) cause a financial impact; or (2) was a previously identified Observation and/or Finding that was not found to be remedied; or (3) is a Material Weakness caused by a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility of a material misstatement that will not be prevented, or detected and corrected on a timely basis. Findings are considered material noncompliance of the contract, and any materials referenced therein. A material noncompliance is defined as any issue which carries substantial financial, personnel, public, and/or agency/CSD ramifications; a material noncompliance may or may not preclude the agency from further performance. Findings require a Corrective Action Plan from the agency within 30 calendar days of the issuance of the final report outlining how the issue of noncompliance will be remedied and other course of action as outlined in each topic. Findings will not be considered closed until the

agency is able to demonstrate the issue has been completely resolved and has provided a sufficient response on how the issue will not reoccur.

FINDINGS:

Finding 1: Allowable Costs: Administrative

Summary: Agency submitted reports for reimbursement of $91.73 for the purchase of food and drink for Staff Development Days. This is unallowable per the OMBs definition of incentive pay. Costs will need to be backed out of DOE and the other CSD contracts that reimbursed the costs (e.g., LIHEAP and ARPA). Additionally, costs reimbursed by any closed contracts (e.g., CARES and DAP) will need to be reported so the agency can be invoiced for those disallowed costs.

Reference: 2CFR§200.430(f) and 2020 DOE WAP 5.4.2.2.

Action Required: The agency must submit a written Corrective Action Plan that addresses the following:

(1) Detail the action(s) that will be taken to resolve this finding;
(2) Identify internal control mechanism that will prevent and detect this issue of noncompliance from future occurrence;
(3) Costs backed out of EARS (including DOE and other CSD funding); and
(4) The implementation date of the Corrective Action Plan (must be no later than 90 calendar days from the date of this report).

Finding 2: Contractor Performance Benchmark and Reporting Requirements

Summary: Agency is currently at 21.7% expenditure (as of 3/31/2022) for the 2020 DOE WAP contract. The agency did not meet the 75% expenditure benchmark of 75% by 3/31/22. With the contract ending on 6/30/2022, the agency is not on track to meet full expenditure of the contract.

Reference: 2020 DOE WAP 10.5.1.

Action Required: The agency must submit a written Corrective Action Plan that addresses the following:

1 What challenges the agency has faced in meeting the contract required benchmark;
2 What changes the agency is making to ensure the maximum amount of funds are expended by 6/30/22; and

3 What internal control mechanism that will prevent and detect this issue of noncompliance from future occurrence.

Community Action Partnership of Kern (CAPK) must submit a written Corrective Action Plan addressing the Finding listed above no later than 30 days from the date of this report.

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

September 15, 2022

Community Action Partnership of Kern
Traci Webster, Chief Financial Officer
Naomi Ibarra, Accounting Administrator
Gabrielle Alexander, Business Manager

SUBJECT: FISCAL DESK REVIEW FOR CalEITC+ EDUCATION & OUTREACH GRANT 2021-22 PERFORMANCE PERIOD – 21T-1015

Dear Traci Webster:

The Department of Community Services and Development (CSD) completed a Fiscal Desk Review of Community Action Partnership of Kern for the CalEITC Education & Outreach contract number 21T-1015 on September 15, 2022. The Fiscal Desk Review included the review of expenditures that were billed to the grant during the 2021-22 performance period. An analysis of selected expenditures determined that your agency was in compliance with fiscal requirements. Enclosed is a report of the findings for your review.

Thank you for your continued dedication and commitment to serve low-income individuals and families in your local area. If you have any questions, please feel free to contact me or your Program Representative for assistance.

Sincerely,

Stella Avila, Fiscal Desk Review Analyst
Department of Community Services and Development

C: Stephanie Williams, Manager
Program Development and Reporting Unit

California Department of Community Services and Development
2021 CalEITC+ Education & Outreach Grant
Fiscal Desk Review

AGENCY INFORMATION

Agency Name	Community Action Partnership of Kern
Target Area	Kern
Contract Number	21T-1015
Program Representative	Gabrielle Alexander, Business Manager
Fiscal Desk Review Analyst	Naomi Ibarra, Accounting Administrator, Traci Webster, Chief Financial Officer
Date Report Completed	9/15/2022

EXPENDITURES REVIEWED

Transaction Number: 1
Expense Name: TRNS Costs for 211 Staff
Line Item: Outreach
Transaction Date: 2/28/2022
Transaction Amount: $571.17

Transaction Number: 2
Expense Name: Golden Empire
Line Item: Outreach
Transaction Date: 3/15/2022
Transaction Amount: $7,050.00

Transaction Number: 3
Expense Name: Salaries
Line Item:
Transaction Date: 3/31/2022
Transaction Amount: $1,239.39

SUMMARY OF FINDINGS

The Department of Community Services and Development (CSD) conducted a Fiscal Desk Review for the CalEITC+ Education & Outreach contract 21T-1015 beginning on 6/3/2022, 2022. CSD reviewed a copy of the general ledger and supporting documentation for the transactions listed above. After an analysis of the selected transactions, CSD found agency to be in compliance with the program requirements.

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COMPLIANCE DETERMINATION Community Action Partnership of Kern was found to be in compliance with fiscal requirements.

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

September 21, 2022

VIA ELECTRONIC MAIL ONLY

Jeremy Tobias, Executive Director
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309
jtobias@capk.org

SUBJECT: CSBG CLOSE-OUT PACKAGE – CONTRACT 20F-3654

Dear Jeremy Tobias:

The Department of Community Services and Development's ("CSD") Field Operations Unit ("FOU") has received your agency's Close-out Report for contract 20F-3654. My analysis of the Close-out information indicates the following:

CAA

- The agency **fully** expended the $2,122,863.00 contract allocation.
- The agency reported **no** program income for contract term.
- The agency reported **no** interest for the contract term.
- The agency reported purchasing **no** equipment with this contract.
- The programmatic reports associated with this contract have been reviewed and accepted.

FOU considers this contract closed and the Close-out Report has been forwarded to CSD's Financial Services Unit for processing. However, this contract is subject to a final review by CSD's Audit Unit. If you have any questions concerning this report, please call me at (916) 594-2382 or e-mail your comments to me at Caleb.Gendron@csd.ca.gov.

Sincerely,

Caleb Gendron

Caleb Gendron
Associate Governmental Program Analyst

c: Wilmer Brown, Jr., Manager
Field Operations
Fiscal Services Unit

MEMORANDUM

To: Board of Directors

From: Vanessa Cortez, Grant Administrator

Date: November 30, 2022

Subject: *Agenda Item VI(a):* 2023-2024 City of Bakersfield, Community Development Block Grant– **Action Item**

The Executive Division is requesting approval from the Board of Directors to pursue a competitive funding application made available by the City of Bakersfield's Economic and Development Department. Our application to the Community Development Block Grant (CDBG) program will request $522,385 to fund solar installations at Friendship House Community Center. The City requests the submission on or before December 16, 2022 and approval from the Board of Directors is a required component.

The Friendship House Community Center, located in Southeast Bakersfield, has interest in site enhancements to meet youth and community needs. Enhancements in lighting, fencing, and solar installation will improve the safety and utilization of the community center, while reducing operational costs. A total of $1,000,000.00 funds has been collected from a recent fundraising campaign to cover the costs of lighting and fencing. This grant application is an opportunity to cover the cost of solar installations, thereby completing the site enhancements requested by staff.

Noteworthy, a match is not required. This proposal will be formulated through multiple discussions with the Operations team to ensure all applicable laws and labor standards are considered in our application.

Recommendation

Staff recommends approval, with resolution, to submit the Community Development Block Grant application and authorize the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.

Attachment:

Resolution #2022-39

RESOLUTION # 2022-39

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2023-2024 City of Bakersfield, Community Development Block Grant Application

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met in-person and remotely on November 30, 2022, 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 City of Bakersfield's Economic and Development Department has requested Community Action Partnership of Kern submit a resolution as a supplemental application document; and

WHEREAS, CAPK's Executive Division is requesting approval by the CAPK Board of Directors to submit an application for the Community Development Block Grant totaling $522,385; and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and approves the submission of the Funding Application; and

WHEREAS, the City of Bakersfield requires that an authorized signatory be named for the Community Development Block Grant Resolution; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 30th day of November 2022.

_____ _____

Fred Plane, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Board of Directors

From: Vanessa Cortez, Grant Administrator

Date: November 30, 2022

Subject: *Agenda Item VI(b):* City of Bakersfield-Economic and Community Development FY 2023-24 Funding Handbook - HOME Investment Partnership (HOME) Grant for a Tenant-Based Rental Assistance (TBRA) Program – **Action Item**

Through the City of Bakersfield FY 2023-24 Funding Handbook under the Home Investment Partnership (HOME) program, funded through the US Department of Housing and Urban Development (HUD), the agency is pursuing an opportunity to develop a Tenant-Based Rental Assistance (TBRA) Program. The main goal of the TBRA Program is to assist households experiencing or at risk of experiencing homelessness achieve self-sustainability through rental assistance and supportive services and creates a flexible program that aid individual households to help them afford the housing costs of market-rate units.

The program provides payments to make up the difference between the amount a household can afford to pay for housing and the local rent standards through the following activities.

- TBRA programs help individual households, rather than subsidizing rental projects.
- TBRA assistance moves with the tenant—if the household no longer wishes to rent a particular unit, the household may take its TBRA and move to another rental property.
- The level of TBRA subsidy is based upon the income of the household, the particular unit the household selects, and the participating jurisdiction (PJs) rent standard (rather than being tied to the PJ's high and low HOME rents), see Table 1.

Table 1: FY 2022-23 Funding Handbook. Appendix D: Home Funding Rent Limits and Maximum Per-Unit Subsidy[1]

HOME MAXIMUM PROGRAM RENTS (as of 10/2022)					
PROGRAM	EFFICIENCY	1 BDRM	2 BDRM	3 BDRM	4 BDRM
Bakersfield, CA.					
Low HOME rent limit	$682	$731	$877	$1013	$1130
High HOME rent limit	$763	$772	$1013	$1284	$1413

[1] https://content.civicplus.com/api/assets/fc729442-384b-4598-94ac-7595bc789d39?cache=1800 (see page 51/84)

Fair Market rent	$763	$772	$1013	$1439	$1734

Further, the program assists tenants pay for costs associated with their housing, such as security and utility deposits. If awarded, a qualified service provider, CAPK, will carry out the housing and supportive services components of the TBRA Program.

Similar to the rental assistance program administered by the agency, staff are developing the program model of the TBRA Program to develop community-specific need, including appropriate staffing, payment structure, parameters of assistance, and period of payment between 18-24 months. This program would allow more options to households that are currently on the Continuum of Care Match List to secure permanent or transitional housing and help to supplement vouchers and/or gaps in sources of income for rental payments, for example. Programs must comply with HOME regulations such as tenant occupancy and income requirements, unit and rent standards, and administrative performance.

The grant application is due on December 16, 2022, and requires a Board approved resolution.

Recommendation:

Staff recommends the Board of Directors approve the submission of the City of Bakersfield-Economic and Community Development FY 2023-24 Funding Handbook - HOME Investment Partnership (HOME) grant for a Tenant-Based Rental Assistance (TBRA) Program.

Attachments:
Resolution 2022-40

RESOLUTION # 2022-40

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2023-2024 City of Bakersfield, HOME Investment Partnership Application

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met remotely on November 30, 2022, 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 City of Bakersfield's Economic and Development Department has requested Community Action Partnership of Kern submit a resolution as a supplemental application document; and

WHEREAS, CAPK's Executive Division is requesting approval by the CAPK Board of Directors to apply for the HOME Investment Partnership; and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and approves the submission of the Funding Application; and

WHEREAS, the City of Bakersfield requires that an authorized signatory be named for the HOME Investment Partnership resolution; and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 30th day of November 2022.

_____ _____

Fred Plane, Chair
CAPK Board of Directors

Date

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Chief Business Development Officer

Date: November 30, 2022

Subject: *Agenda Item VI(c):* 2022-2023 City of Bakersfield – State of California Natural Resources Agency Department of Parks and Recreation Grant Agreement – Friendship House Community Center Sports Field Repairs Project– **Action Item**

This past month, staff met with the City of Bakersfield, pass-through entity, and the State of California - Natural Resources Agency Department of Parks and Recreation Office of Grants and Local Services (OGALS) to discuss the details associated with the Friendship House Community Center (FHCC) Sports Field Enhancement Project, consisting of new fencing, lighting, and solar.

The duration of the contract period begins on December 12, 2022, through June 30, 2025, with a performance period of July 1, 2022, to June 30, 2026. If needed, the agency can request an extension; however, once the contract is executed, staff will move forward with obtaining bids and anticipates the project will be completed within a 10-month project period. The project will include a California Environmental Quality Act (CEQA) Compliance Certification which will be administered by the City of Bakersfield, and the project scope as Schedule A is pending completion by CAPK staff. This contract will also allow the agency to receive an advance of up to 25% to assist with the cash flow required to cover initial expenses by the contractor, supplier, or service providers. The total grant amount is $1,000,000.

Recommendation

Staff recommends the Board of Directors authorize the Chief Executive Officer to execute the final version of the 2022-23 City of Bakersfield – State of California Natural Resources Agency Department of Parks and Recreation Agreement for the Friendship House Community Center Sports Field Repairs project, and any amendments throughout the duration of the agreement term.

Attachment

Draft Copy of the City of Bakersfield / Community Action Partnership of Kern Grant Agreement for Friendship House Community Center Sports Field Repairs

AGREEMENT NO. _____

COMMUNITY ACTION PARTNERSHIP OF KERN GRANT AGREEMENT
FOR FRIENDSHIP HOUSE COMMUNITY CENTER SPORTS FIELD REPAIRS

THIS AGREEMENT is made and entered into on _____, by and between the CITY OF BAKERSFIELD, 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, Community Action Partnership of Kern is the recipient of a specific allocation from a line item in the State of California Budget for fiscal year 2022-2023 SEC. 19.56. (B)(1)(C) in the amount of $1,000,000 to the City of Bakersfield Community in its capacity as a local government facilitator for the Community Action Partnership of Kern for the Friendship House Center Sports Field Repairs ("GRANT"); and

WHEREAS, SUBRECIPENT plans to install fencing, sports lighting and add solar to the existing Friendship House Community Center Sports Field ("PROJECT")

WHEREAS, the GRANT requires that a local government facilitator to be involved in the transaction(s); and

WHEREAS, the CITY agrees to be the local government facilitator for the GRANT; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of GRANT, setting up necessary procedures governing application(s) ("PROCEDURAL GUIDE" herein); and

WHEREAS, Resolution No. _____ was approved on December 14, 2022 at the request of California State Department of Parks and Recreation ("STATE") for the CITY to certify the approval of the PROJECT application(s) before submission of said applications to the State; and

WHEREAS, the CITY will enter into a contract with the State of California for GRANT; and

WHEREAS, CITY will enter into an agreement with SUBRECIPIENT for a portion of the costs associated with PROJECT as are permitted by the PROCEDURAL GUIDE; and

WHEREAS, SUBRECIPIENT agrees to follow all regulations set forth in the

PROCEDURAL GUIDE.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and SUBRECIPIENT mutually agree as follows:

1. GRANT. The GRANT not to exceed $1,000,000, subject to the terms and conditions of this agreement and the 2022-2023 California State Budget, AB 178, Chapter 45, Statutes of 2022, as amended by AB 179, Chapter 249, Section 19.56 Item number – 3790-493-0001. These funds shall be used for completion of the PROJECT.

2. DEFINITIONS. As used in this agreement, the following words shall have the following meanings:

2.1 "APPLICATION" means the individual PROJECT APPLICATION packet for a PROJECT pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.

2.2 "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

2.3 "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

2.4 "GRANTEE" means the City of Bakersfield.

2.5 "GRANT PERFORMANCE PERIOD" means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT. July 1, 2022 to June 30, 2026.

2.6 "PROJECT" means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.

2.7 "PROJECT SCOPE" means the items listed in the PROJECT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this GRANT.

2.8 "PROCEDURAL GUIDE" means the document identified as the "2022-23 Procedural Guide for Specified Grants." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

3. PROJECT SCOPE. The Scope of Project is set forth in **Schedule "A"**.

4. 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 STATE. 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 or any third party has detrimentally relied upon this Agreement.

4.1 SUBRECIPIENT shall conform to the Scope of Project as set forth in Schedule "A," attached hereto and incorporated herein by reference. SUBRECIPIENT shall pay for any and all costs greater than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

5. **SUBRECIPIENT'S OBLICATIONS.** In addition to the terms stated herein, SUBRECIPIENT shall comply with the following requirements:

5.1 Project Execution.

5.1.1 During the GRANT PERFORMANCE PERIOD, the SUBRECIPIENT agrees to submit any proposed change or alteration from the original PROJECT in writing to the CITY for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the PROJECT must first be approved in writing by the STATE.

5.1.2 SUBRECIPEINT shall complete the PROJECT in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in Section 2 of this agreement, and under the terms and conditions of this agreement.

5.1.3 SUBRECIPIENT shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

5.2 Project Costs.

5.2.1 SUBRECIPIENT agrees to abide by the PROCEDURAL GUIDE Exhibit A attached hereto and incorporated by reference herein.

5.2.2 SUBRECIPIENT acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify CITY within a reasonable time. CITY will notify SUBRECIPIENT within a reasonable time.

5.2.3 SUBRECIPIENT shall submit a project completion packet to the CITY no later than January 31, 2026.

DRAFT

5.3 Project Administration.

5.3.1 During the GRANT PERFORMANCE PERIOD, the SUBRECIPIENT shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the SUBRECIPIENT. In any event, the SUBRECIPIENT shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section 2 of this agreement.

5.3.2 SUBRECIPIENT shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the STATE.

5.4 Project Termination.

5.4.1 Project Termination refers to the non-completion of a PROJECT SCOPE. Any grant funds that have not been expended by the SUBRECIPIENT shall revert to the STATE.

5.4.2 Failure by the SUBRECIPIENT to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this agreement or any other grant contracts, specified or general, that SUBRECIPIENT has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the SUBRECIPIENT. In such case, STATE may reimburse SUBRECIPIENT for eligible costs properly incurred in performance of this agreement despite non-performance of the SUBRECIPIENT. To qualify for such reimbursement, SUBRECIPIENT agrees to mitigate its losses to the best of its ability.

5.5 Financial Records.

5.5.1 SUBRECIPIENT shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The SUBRECIPIENT also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.

5.5.2 SUBRECIPIENT agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. SUBRECIPIENT shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this

agreement and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the SUBRECIPIENT for at least five years following final payment.

5.5.3 SUBRECIPIENT shall use a generally accepted accounting system.

5.6 Use of Facilities.

5.6.1 SUBRECIPIENT agrees that SUBRECIPIENT shall operate and maintain and retain full control of the property acquired or developed with the GRANT funds, for the duration of the agreement term.

5.6.2 SUBRECIPIENT agrees that, during the term of this agreement, SUBRECIPIENT shall use the property acquired or developed with grant funds under this agreement only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE

5.6.3 Property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this agreement and only with the prior approval of STATE.

5.6.4 Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the agreement.

5.7 Nondiscrimination.

5.7.1 SUBRECIPIENT shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration and in the use of any property or facility developed pursuant to this agreement.

5.7.2 SUBRECIPIENT shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or

other fees may be maintained on the basis of residence and pursuant to law.

5.7.3 All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement or under provisions of the enabling legislation and/or grant program.

5.8 Use of Grant Monies.

5.8.1 SUBRECIPIENT shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this agreement through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

5.9 Special Provisions.

5.9.1 On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

6. TERM. Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2025.

7. TERMINATION. Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.

8. COMPLIANCE WITH ALL LAWS. SUBRECIPIENT shall, at SUBRECIPIENT's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this

Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

9. INDEPENDENT CONTRACTOR. This Agreement calls for SUBRECIPIENT's performance of the Scope of Project as an independent contractor. SUBRECIPIENT is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with SUBRECIPIENT other than that of an independent contractor.

10. DIRECTION. SUBRECIPIENT retains the right to control or direct the manner in which the services described herein are performed.

11. EQUIPMENT. SUBRECIPIENT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

12. STARTING WORK. SUBRECIPIENT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.

13. KEY PERSONNEL. SUBRECIPIENT shall name all key personnel to be assigned to perform the Scope of Project. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. SUBRECIPIENT shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Project. CITY reserves the right to approve key personnel. Once the key personnel are approved, SUBRECIPIENT shall not change such personnel without CITY's written approval.

14. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.

15. LICENSES. SUBRECIPIENT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for SUBRECIPIENT to practice its profession and perform the Scope of Project. At least one officer or key employee shall hold the required licenses or professional degrees.

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16. STANDARD OF PERFORMANCE. The Scope of Project shall be performed in conformity with all legal requirements and industry standards observed by a specialist of SUBRECIPIENT's profession in California.

17. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

19. INSURANCE.

19.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, SUBRECIPIENT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

19.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos 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 $1,000,000 per occurrence.

19.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, 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 $1,000,000 per occurrence. The policy must:

19.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

19.1.2.2 Provide products and completed operations coverage;

19.1.2.3 Provide premises, operations, and mobile equipment coverage; and

19.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

19.1.3 Workers' compensation insurance with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Subrecipient must submit to CITY the following certification before beginning any work on the Improvements:

> I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, SUBRECIPIENT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

19.2 General Provisions Applying to All Insurance Types.

19.2.1 All policies required of SUBRECIPIENT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, SUBRECIPIENT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-

insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

19.2.2 All policies required of SUBRECIPIENT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of SUBRECIPIENT's insurance and must not contribute with it.

19.2.3 The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

19.2.4 The insurance required in this section must be maintained until the Scope of Project is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

19.2.5 Full compensation for all premiums which the SUBRECIPIENT is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Project, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

19.2.6 It is further understood and agreed by SUBRECIPIENT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by SUBRECIPIENT in connection with this Agreement.

19.2.7 Unless otherwise approved by CITY, if any part of the Scope of Project is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance

requirements for SUBRECIPIENT, and all subcontractors must agree in writing to be bound by the provisions of this section.

20. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify SUBRECIPIENT of third party claims relating to this Agreement. CITY shall be allowed to recover from SUBRECIPIENT, and SUBRECIPIENT shall pay on demand, all costs of notification.

21. INDEMNITY. SUBRECIPIENT shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SUBRECIPIENT or SUBRECIPIENT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

22. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

23. ACCOUNTING RECORDS. SUBRECIPIENT shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at SUBRECIPIENT 's office during the term of this Agreement, and for a period of five years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

24. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

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25. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

27. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

28. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in the 2022-23 Procedural Guide for Local Assistance Specified Grants – Capital shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

29. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

30. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

31. INTERPRETATION. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

32. MERGER AND MODIFICATION. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

33. NON-INTEREST. No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

34. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be

effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

SUBRECIPIENT: COMMUNITY ACTION PARTNERSHIP OF KERN
Jeremy Tobias, Chief Executive Officer
5005 Business Park North
Bakersfield, California, 93309

35. RESOURCE ALLOCATION. All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

36. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by SUBRECIPIENT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

37. TAX NUMBERS.

SUBRECEIPIANT's Federal Tax ID Number 95-2402760
CONTRACTOR is a corporation? Yes__X__ No_____
(Please check one.)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"SUBRECIPIENT"
COMMUNITY ACTION PARTNERSHIP OF KERN

By:_____
JEREMY T. TOBIAS
Community Action Partnership of Kern
Chief Executive Officer

[Signatures on Following Page]

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney II

Insurance:_____

APPROVED AS TO CONTENT:
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By:_____
PAUL M. SALDANA
Economic and Community Development Director

COUNTERSIGNED:

By:_____
RANDY MCKEEGAN
Finance Director

Attachment: SCHEDULE A
EXHIBIT A

JHR/vlg
S:\DevelopServicesDpt\Agrs\22-23\CapKFriendshipHouse-StateGrant.Agr.docx

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SCHEDULE A

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2022-23
Procedural Guide
for
Local Assistance Specified Grants – Capital

September 2022

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State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Send Application and correspondence to your
Administrative Project Officer listed at: www.parks.ca.gov/grants/contacts

Mailing Address:
State of California
Dept. of Parks and Recreation
P.O. Box 942896
Floor 13
Sacramento, CA 94296-0001

Attn: Office of Grants and Local Services

www.parks.ca.gov/grants

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Office of Community Engagement Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer leadership through quality customer services.

The Office of Grants and Local Services (OGALS) Mission Statement

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable, and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.

- ❖ Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- ❖ Committed to providing quality customer service in every interaction and transaction.
- ❖ Responsive to the needs of applicants, GRANTEES, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in **SMALL CAPS** in this procedural guide are defined beginning on page 55.

I. Introduction

This specified grant originated from a line item in the State of California Budget for fiscal year 2022-23. A resolution is required before a CONTRACT will be issued, and an approved APPLICATION PACKET is required before GRANT payments can be approved. The GRANT PERFORMANCE PERIOD is July 1, 2022 – June 30, 2026.

1. Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
2. Costs incurred after the APPROPRIATION DATE but before OGALS approves the APPLICATION PACKET are eligible if they are consistent with the GRANT SCOPE approved by OGALS and are ELIGIBLE COSTS.

II. Grant Process

Grant Process Key Dates

- Grant Performance Period: July 1, 2022 – June 30, 2026
- Resolution: Submit by December 31, 2023
- Contract: Sign and return by January 31, 2024
- Projects Complete by December 31, 2025
- Project Completion Packets: Submit by: January 31, 2026

Grant Process Detail

1. **Resolution:** APPLICANT sends resolution to OGALS by December 31, 2023, to allow approval within the CONTRACT ENCUMBRANCE PERIOD, which ends June 30, 2024.
2. **CONTRACT:** OGALS sends CONTRACT to APPLICANT. APPLICANT becomes GRANTEE when CONTRACT is fully executed during CONTRACT ENCUMBRANCE PERIOD.
    a. The CONTRACT section includes a sample contract and the contract provisions.
    b. The APPLICANT must return the CONTRACT signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than January 31, 2024. The APPLICANT becomes a GRANTEE when the CONTRACT is signed by OGALS.
    c. OGALS returns a copy of the fully executed CONTRACT to the GRANTEE.
3. **APPLICATION PACKET(s):** The GRANTEE defines the SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.

    After each PROJECT is approved by OGALS, OGALS will send a Status Report to the GRANTEE approximately every six months until OGALS receives a PROJECT COMPLETION PACKET. The GRANTEE must return the Status Report within thirty

(30) days from receipt. Payment requests will not be processed if Status Reports are overdue.

4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. OGALS recommends that GRANTEE provide all PROJECT COMPLETION PACKET(S) no later than **January 31, 2026**. The grant payments section provides payment request instructions and forms.
   a. The GRANTEE may request payments after each PROJECT is approved by OGALS. GRANT funds may only be expended on ELIGIBLE COSTS incurred within the GRANT PERFORMANCE PERIOD.
   b. The GRANTEE completes PROJECT SCOPE(s) and sends PROJECT COMPLETION PACKET(s) to OGALS no later than January 31, 2026.
   c. The State of California receives a high volume of payment requests at the end of the fiscal year. If the PROJECT COMPLETION PACKET is received after January 31, 2026, OGALS cannot guarantee final payment by the State Controller's Office. If the State Controller's Office is unable to process the payment before the end of the GRANT PERFORMANCE PERIOD, the unpaid balance of grant funds will revert to the Legislature.
   d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS when conducting a site inspection.

5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following receipt of the final GRANT payment. The Accounting and Audit Section provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* applications associated with the CONTRACT and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is how the GRANTEE'S Governing Body agrees to the terms of the CONTRACT; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the CONTRACT.
2. It designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the CONTRACT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the AUTHORIZED REPRESENTATIVE to submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution No: _____

RESOLUTION OF THE _____ (Title of Governing Body/City Council, Board of Supervisors) OF _____ (City, County, or District) APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS from Budget Act 2022/23 (Budget line item and language)

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the [grantee name], setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the _____ (grantee's governing body) hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the Provisions contained in the contract in this Procedural Guide; and
5. Delegates the authority to the _____ (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number_____ was duly adopted by the _____ (grantee's governing body) following a roll call vote:

Ayes:
Noes:
Absent:

_____
(Clerk)

III. APPLICATION SECTION

- GRANTEE may submit multiple APPLICATION PACKETS to OGALS.
- Provide the APPLICATION PACKET items in the order shown in the following checklist.
- Please number the pages.
- If a checklist item is not applicable to the PROJECT, provide a brief explanation.
- If an application item is incomplete send a draft with a timeline for completion.

Application packet checklist and directions
GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
☐		Application Packet Checklist Digital file name: checklist.pdf	Pg. 24		Pg._____
☐		Application Digital file name: application.pdf	Pg. 27	☐	Pg._____
☐	☐	Project Scope/Cost Estimate Digital file name: costestimate.pdf	Pg. 28	☐	Pg._____
☐		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 29		
☐	☐	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 30	☐	Pg._____
☐	☐	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 33	☐	Pg._____
☐	☐	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 9		Pg._____
☐	☐	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 9		Pg._____
☐	☐	Site Plan Digital file name: siteplan.pdf	Pg. 9		Pg._____
☐	☐	PROJECT Location Map Digital file name: map.pdf	Pg. 9		Pg. _____

☐ Site Plan

- Provide a drawing showing where each feature and support amenity listed in the Project Scope/Cost Estimate Form will be located.
- Include the function and approximate square footage of each room within buildings that are part of the project SCOPE, and the approximate total square footage of the buildings.

☐ Land Tenure and Site Control

If the property is owned in fee simple by the APPLICANT, provide *one* of the following:

- Deed or deed recordation number
- Title report
- Tract map (if owner's name provided)

If the property is not owned in fee simple, provide the lease, easement, joint powers agreement, etc.

☐ Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance, *or*

☐ California Environmental Quality Act (CEQA)

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

- If CEQA *is* complete: provide the CEQA Compliance Certification Form and its required attachment, filed and stamped by the County Recorder.
- If CEQA is *not* complete: provide a timeline for completion and state "completing CEQA is a Project Scope Item."

☐ PROJECT Location Map

Provide a map showing highway and street access to the PROJECT site.

Additional Non-Profit Requirements

Fidelity Bond (For Non-profit grantees only)

Non-profit GRANTEES must provide a copy of a current Fidelity Bond policy to their PROJECT OFFICERS before OGALS will approve any payment requests. The premium for a Fidelity Bond is an eligible cost.

A Fidelity Bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The GRANTEE is the insured party. DPR must be named as a Third-Party Loss Payee. OGALS address is State of California, Dept. of Parks and Recreation, P.O. Box 942896, Floor 13, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be at least equal to the GRANT amount. Fidelity Bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the Fidelity Bond through a general liability carrier, a major casualty insurance carrier, or a bonds specialty company. There are Fidelity Bond frequently asked questions available on the OGALS web site.

Competitive Solicitation Process (For non-profit grantees only)

1. Non-profit GRANTEE must attempt to obtain three bids for services greater than $5,000 and for construction work greater than $25,000.
2. To ensure bidders understand the required PROJECT elements, the non-profit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on "Best Value" factors, and the required PROJECT elements based on the Project Scope/Cost Estimate Form, and concept level site plan.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.

   The non-profit GRANTEE's Board of Directors evaluates the bids to determine which contractor will provide the "best value" and will meet PROJECT requirements. "Best value" should be determined by price, quality of materials, equipment, and workmanship. The evaluation process must ensure no conflict of interest between the contractor and the non-profit GRANTEE's Board of Directors. The non-profit GRANTEE's Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision should be recorded in writing.
4. The Board of Directors selects a contractor and awards a contract.
5. For audit purposes, the GRANTEE keeps records of Steps 1 – 4 above.

Competitive Solicitation Requirement

The non-profit GRANTEE may request a waiver of the competitive solicitation process requirement. To request a waiver, the GRANTEE must send a written request to the PROJECT OFFICER assigned to the GRANT PROJECT and explain why a waiver is required.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT $_____
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) (Use latitude and longitude if there is no street address)	LAND TENURE (☑ all that apply) ☐ Owned in fee simple by APPLICANT ☐ Available (or will be available) under a _____year lease or easement
NEAREST CROSS STREET	
COUNTY OF PROJECT LOCATION	
APPLICANT NAME AND MAILING ADDRESS	

AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION

_____

Name *(typed or printed)* and Title | Email address | Phone

GRANT CONTACT - For administration of grant *(if different from AUTHORIZED REPRESENTATIVE)*

_____

Name *(typed or printed)* and Title | Email address | Phone

GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.

_____ _____

Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution | Date

Print Name _____

Title _____

Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name

Grant Scope (Describe the project in 30 words or less):	
GRANT SCOPE ITEMS **ACQUISITION: List each parcel number, acreage, estimated date of purchase and cost.** **DEVELOPMENT: List each major project element and major support amenity.**	**Estimated Cost**
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total GRANT amount:	$
AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

The APPLICANT understands that this form will be used to establish ELIGIBLE COSTS, and that all of the recreation features and support amenities listed on this form must be completed and open to the public before the final PROJECT payment is processed as specified in the Final Payments section of this guide.

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources

Grantee Name:_____

Project Name:_____

PROJECTs funded by the program are not complete until all SCOPE items are complete and open to the public.

If Specified GRANT funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these GRANT funds will contribute to is $_____

Anticipated completion date: _____

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2022-23 Budget Act	July 1, 2022	$

I represent and warrant that I have fully authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this Funding Sources Form, and any accompanying documents, for the above-mentioned grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

NOTE: Submit a revised Funding Sources Form should funding sources be modified.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification Form

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

_____

Date complete/expected to be completed: _____

☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ( )	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
☐NOE ☐NOD		

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA and/or environmental review
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)

- Food and beverages
- Out-of-state travel
- Fundraising and grant writing

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual hours worked on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's actual hours worked on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

Acquisition Projects and Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. GRANTEE must provide Title Insurance.

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (**ENTER TOTAL ACREAGE** to be acquired) for the development of [**NAME**] Park by (**ENTER DATE** no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired

For easement acquisitions, in addition to the requirements above, provide:

6. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide: A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land
- Surveying and/or lot line adjustments
- CEQA and/or environmental review

Ineligible Acquisition Costs – Cannot be charged to the grant

- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

IV. CONTRACT SECTION

The following section contains a sample CONTRACT, CONTRACT provisions, and a sample status report form.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Grant Contract
Specified Grants

GRANTEE: Grantee

GRANT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.
The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the PROJECT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed $ Grant amount

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By_____

Date_____

_____
GRANTEE

By _____
(Typed or printed name of Authorized Representative)

_____
(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE $		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE $		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE $		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE $		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

SAMPLE

I. RECITALS

This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [Name of grantee] (hereinafter referred to as "grantee").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $[grant amount], subject to the terms and conditions of this AGREEMENT and the [2022-2023 California State Budget, AB 178, Chapter 45, Statutes of 2022, as amended by AB 179, Chapter 249, Section 19.56 Item number – 3790-493-0001] (appropriation chapter and budget item number hereinafter referred to as "SPECIFIED GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 2022 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term "CONTRACT PERFORMANCE PERIOD" means the duration of time during which this CONTRACT is in effect.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term "GRANT PROJECT" means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.
8. The term "PROJECT SCOPE" means the items listed in the PROJECT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term "PROCEDURAL GUIDE" means the document identified as the "2022-23 Procedural Guide for Specified Grants." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest-bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the

GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT._

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation, or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE or offer a contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2 of this CONTRACT

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract, and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this contract only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this contract and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration and in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State *Grants (Grantee). Grantees include those* who have contracted or will contract to receive State grants funds. *Accordingly*, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

_____
GRANTEE

By:_____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Status Report

To monitor progress, every six months OGALS will send Status Reports to GRANTEE to complete for each PROJECT. GRANTEE must return Status Reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives GRANT COMPLETION PACKETS. Payment requests will not be processed if Status Reports are overdue. See the sample Status Report below, which is subject to change.

Status Report

Grantee:
Project Number:
Project Name:
Advances to date without documentation (attach a Grant Expenditure Form documenting expenditure of the balance, if applicable):

If a portion of the advanced funds have not been spent, and more than six months have passed since the Grantee received the advanced funds, the balance must be spent on eligible costs or returned to OGALS within 60 days from receipt of this form.

Briefly describe <u>completed</u> work funded by the grant since the last Status Report [DATE]:
(Continue on another sheet if needed.)

<u>Pre-Construction/Pre-Acquisition</u> (Planning, CEQA, etc.):

1) _____
_____

<u>Acquisition and/or Construction</u> -- and Provide photos showing work completed since [DATE]

2) _____
_____

<u>Potential Obstacles Affecting Completion</u>

3) _____
_____

4) Total Funds Spent To Date Using This Grant $_____

5) Percentage of Project Complete:_____

6) Estimated Date of Project Completion: _____

7) On Time: <u>Yes / No</u> *If not, explain:*

8) Within Budget: <u>Yes / No</u> *If not, explain:*

9) Within Scope: <u>Yes / No</u> *If not, explain:*

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

_____ _____ _____
Authorized Representative* **Title** **Date**

(*Certification to above information requires a signature by a person authorized in the resolution)

V. Grant Payment Section

There are three types of payments:

- Pre-construction and Construction Reimbursement payments
- ADVANCE payments for construction and ACQUISITION ADVANCES into escrow
- Final payments

Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE eight to ten weeks from the date the request is approved by OGALS.

OGALS will not approve payment requests that do not meet the requirements described in this GRANT ADMINISTRATION GUIDE.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- Breach of any other contract with OGALS
- An unresolved audit exception
- An outstanding conversion
- Park sites closed or inadequately maintained
- Overdue Project Status Reports
- Other unmet grant requirements

Payment Rules
• GRANT payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final payment as a REIMBURSEMENT. • The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than $10,000 are encouraged. • Complete CEQA prior to requesting any reimbursement. • Provide a sample timesheet to the PROJECT OFFICER prior to incurring any IN-HOUSE EMPLOYEE SERVICES costs, AND if claiming such costs, provide a sample timesheet with each reimbursement payment request. • Provide (1) a list of the bidders; (2) the recommendation and/or notice of award made by the governing board; and (3) the resulting signed contract agreement to the PROJECT OFFICER PRIOR to requesting reimbursement for costs on contracts requiring a

Pre-construction Reimbursement

Payment Type	When to Request	Document to Send to PROJECT OFFICER
PRE-CONSTRUCTION REIMBURSEMENT(s)	After the CONTRACT has been ENCUMBERED	• Payment Request Form • Grant Expenditure Form • Timesheet sample, if applicable

Construction Reimbursement

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
REIMBURSEMENT of up to 80% of PROJECT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs for work related to the GRANT SCOPE	• Payment Request Form • Grant Expenditure Form • Timesheet sample, if applicable • Construction progress photos • If payment request includes reimbursement to contractor/service providers, Competitive Solicitation documentation

Advance Payments

ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months. ADVANCE funds, and any interest earned on those funds, must be spent with six months of receipt, or returned to OGALS. ADVANCE payments are made at the discretion of OGALS. OGALS considers ADVANCE payments to be a privilege and reserves the right to disapprove ADVANCE payments.

Pre-construction Advance

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
PRE-CONSTRUCTION ADVANCE(s)	After the GRANT CONTRACT has been ENCUMBERED	• Payment Request Form • ADVANCE justification (see below)

Construction Advance

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) up to 50% of PROJECT amount	After the GRANT CONTRACT has been ENCUMBERED, and construction will commence during the next six months	• Payment Request Form • ADVANCE justification (see below) • Copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES labor schedule.

Advance Justification

An ADVANCE justification is required for an ADVANCE. It must provide the following information:

- Why an ADVANCE is needed instead of a reimbursement.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE or name of contractor).
- A funding plan, indicating how the GRANTEE intends to fund the percentage of the PROJECT exceeding the 50% advance limit.
- A statement indicating the GRANTEE will put the funds into a separate, interest-bearing account.

OGALS may not approve the total amount of the requested ADVANCE payment if the requested funds will not be spent within six months from the date that the payment request is submitted by the GRANTEE.

Clearing the Advance

ADVANCES must be cleared with six months of receipt. An ADVANCE is cleared by submitting:

- A Grant Expenditure Form documenting expenditures on eligible costs equal to the ADVANCE amount plus any earned interest.
- Photos of any construction completed with the ADVANCE funds (for construction ADVANCES).

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
   a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed
   b) Copy of the property appraisal and written concurrence
   c) GRANT CONTRACT number and amount of GRANT funds requested
   d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the SCOPE and fulfillment of the CONTRACT provisions."
   e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." The GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.

3. Payment Request Form: the “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person.

After approval by OGALS, the payment will be mailed by the State Controller’s Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds or Interest

The balance of unspent GRANT funds must be returned to OGALS no later than thirty days after the end of the six-month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance.

If interest was earned on the ADVANCED funds, interest must be spent on ELIGIBLE COSTS, and the unspent GRANT funds returned to OGALS.

Subsequent Payments

Any outstanding ADVANCE payments must be cleared before *any* additional reimbursements or ADVANCE payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following items are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE explaining why the waiver is needed.
2. The majority of ADVANCED funds has been cleared.
3. A payment schedule with month-by-month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Final Payments / Project Completion Packets

OGALS recommends all PROJECT COMPLETION PACKETS be submitted by January 31, 2026.

The final payment (20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET and additional required documents in the charts below.
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

Project Completion Packet

To request final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (pg. 49)
2. Grant Expenditure Form (pg. 51)
3. Final Funding Sources Form (if any changes from original submission) (pg. 29)
4. Project Completion Certification Form (pg. 52)

5. Completed CEQA, if not already provided (pg. 30)
6. Notice of Completion (optional)[2]
7. Audit Checklist with items marked that the GRANTEE will retain for five years following receipt of final payment (pg. 54)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report
5. Final Escrow Closing Statement

[2] OGALS recommends that the GRANTEE file a "Notice of Completion" with the County Recorder pursuant to State of California Civil Code §3093. Filing the "Notice of Completion" is not a PROJECT COMPLETION requirement.

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST
State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
	___ ___ ___ ___ ___ ___ ___ ___
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT ☐ Advance ☐ Reimbursement ☐ Final	

6. PAYMENT INFORMATION
(Round all figures to the nearest dollar)

a. Grant Project Amount	$
b. Funds Received To Date	$
c. Available *(a. minus b.)*	$
d. Amount Of This Request	$
e. Remaining Funds After This Payment *(c. minus d.)*	$

7. SEND WARRANT TO:

AGENCY NAME
STREET ADDRESS
CITY/STATE/ZIP CODE

8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION

I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION ▶	TITLE	DATE

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE ▶	DATE

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Payment Request Form Instructions

- Visit Grant Forms (ca.gov) for current forms
- Type or print legibly all entries
- Round all amounts to the nearest whole dollar

The following instructions correspond to items on the Payment Request Form:

1. PROJECT Number - The number assigned by OGALS to this project
2. CONTRACT Number - As shown in Certification of Funding section of the CONTRACT
3. GRANTEE - GRANTEE name as shown on the CONTRACT
4. PROJECT Title - Name of the PROJECT as shown in the Application
5. Type of Payment – check appropriate box on form:
6. Payment Information
    a. GRANT amount
    b. Funds received to date - amount paid out from this GRANT
    c. Available - (a. minus b.)
    d. Amount of this request
    e. Remaining funds after this payment - (c. minus d.)
7. Send Warrant To - GRANTEE name, address and contact person
8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Grant Expenditure Form

PROJECT Number_____ **GRANTEE NAME** _____

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Pre-Construction Amount (5)	Construction Amount (6)

_____

PRE-CONSTRUCTION Subtotal (5) $_____

Construction Subtotal (6) $_____

Grand Total (5) + (6) $_____

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Use of electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column is acceptable. Please include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, the date that the work was performed may be used.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVES, or other entity performing work.

Column (4) Brief description of cost, such as "design", "permits", "construction." When describing such costs, such as "design", state what the design is for, and who prepared it. For items such as "permits", state what kind of permit(s). For items such as "construction," state what type or portion of construction, or what was constructed. (For instance, "community center", "walkway", etc.)

Column (5) PRE-CONSTRUCTION costs.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT amount.

Visit Grant Forms (ca.gov) for current forms.
GRANTEES may use their own spreadsheet if it contains the required information shown above.

Project Completion Certification Form

Grantee**:** _____ **Project Number:** _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (_____) _____ **Email:** _____

Project completion – list the features and support amenities (use additional pages, if needed):

List other funds (sources and amounts) used on Project (use additional pages, if needed):

Interest earned on advanced Grant funds: **$** _____

Interest spent on eligible costs: **$** _____

Did the grantee **file a "Notice of Completion" with the County Recorder? Yes __ No __**

Certification:
I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

_____ _____

Grantee's Authorized Representative (Printed or Typed name) Title

_____ _____

Grantee's Authorized Representative (Signature) Date

VI. ACCOUNTING AND AUDIT SECTION

Contact the DPR Audits Office for questions about the following requirements.

Accounting Requirements
GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)
GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as "workers' compensation."
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.

State Audit
Grants are subject to audit by DPR (see Audit Checklist). All PROJECT records must be retained for five years after final payment was received.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by the DPR.
- An employee having knowledge of the PROJECT and its records to assist DPR's auditor.

Audit Checklist

An audit of the project may be performed before or following project completion. The GRANTEE must retain and make available all project related records for five years following project termination or final payment of grant funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office.

CONTRACTS

_____ Summary list of bidders (including individual bid packages)

_____ Recommendation by reviewer of bids

_____ Awarding by governing body (minutes of the meeting/resolution)

_____ Construction contract agreement

_____ CONTRACT bonds (bid, performance, payment)

_____ CONTRACT change orders

_____ Contractor's progress billings

_____ Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)

_____ Stop Notices (filed by sub-contractors and release if applicable)

_____ Liquidated damages (claimed against the contractor)

_____ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

_____ Authorization/work order identifying project

_____ Daily time sheets signed by employee and supervisor

_____ Hourly rate (salary schedules/payroll register)

_____ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

_____ Authorization/work order

_____ Daily time records identifying the project site

_____ Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

_____ Purchase orders/Contracts/Service Agreements

_____ Invoices

_____ Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

_____ Appraisal Report

_____ Did the owner accompany the appraiser?

_____ 10 year history

_____ Statement of just compensation (signed by seller)

_____ Statement of difference (if purchased above appraisal)

_____ Waiver of just compensation (if purchased below appraisal: signed by seller)

_____ Final Escrow Closing Statement

_____ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]

_____ GRANT deed (vested to the participant) or final order of condemnation

_____ Title insurance policy (issued to participant)

_____ Relocation documents

_____ Income (rental, grazing, sale of improvements, etc.)

INTEREST

_____ Schedule of interest earned on State funds advanced
Note: Interest on grant ADVANCES is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

_____ Leases, agreements, etc., pertaining to developed/acquired property

***** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

****** Front and back if copied.

VII. DEFINITIONS

Capitalized words and terms used in this process guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICANT – an entity which does not yet have a fully-executed CONTRACT with DPR and is identified as a GRANT recipient through a legislatively specified budget line item.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions.

APPROPRIATION DATE – July 1 of the State of California fiscal year when the funding of State budget line items is approved by the legislature. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

AUTHORIZED REPRESENTATIVE – the APPLICANT'S/ GRANTEE'S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the entities' proposed PROJECT. For more information refer to https://opr.ca.gov/ceqa/

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT – an agreement between the DPR and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, payment of funds by DPR, and requirements for maintenance and use of the PROJECT.

CONTRACT ENCUMBRANCE PERIOD – the time starting with the APPROPRIATION DATE, when a CONTRACT must be fully executed between the GRANTEE and DPR to encumber the GRANT funds.

CONTRACT PERFORMANCE PERIOD – the period during which the grantee has obligations under the contract.

DEVELOPMENT – construction, installation, replacement, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

ELIGIBLE COSTS – expenses incurred during the grant performance period to complete the SCOPE approved by OGALS through an encumbered contract.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed CONTRACT with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed CONTRACT.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE's employees working on the SCOPE.

OGALS – DPR's Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred during the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the recreation features and support amenities listed in the Project SCOPE/Cost Estimate Form.

PROJECT COMPLETION – when the features and support amenities listed in the Project SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents required in order to request final payment following PROJECT COMPLETION

PROJECT OFFICER – an OGALS employee, who acts as a liaison with the applicants and GRANTEES, administers GRANT funds, and facilitates compliance with the Procedural Guide and CONTRACT.

SCOPE – the features and support amenities listed in the Project SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

MEMORANDUM

To: Board of Directors

From: Pritika Ram, Chief Business Development Officer

Date: November 30, 2022

Subject: *Agenda Item VI(d):* Board of Directors Recruitment for (1) Private Sector Member – **Action Item**

Background
Recent updates to the CAPK by-laws allow for 5-year terms for Private Sector seats. At the end of each 5-year term, the seat is open for applications. The current seat holder is eligible to apply as well. One of the private sector seats is set to expire January 2023. An Ad Hoc Committee was assembled to lead the recruitment efforts and in September 2022, CAPK began the recruitment process for (one) 1 representative specifically under the Private Sector for the Kern County service area.

Summary
The Ad Hoc Committee, consisting of board members Curtis Floyd (Private Sector), Maritza Jimenez (Low-Income Sector), and Janea Benton (Public Sector), reviewed the applications and created a final list for interviews. Staff received a total of nine (9) applications from candidates with experience and attributes ranging from the non-profit sector, such as homelessness and behavioral health services, health care, oil and gas, and business services, including employee recruitment, finance and accounting, quality oversight, and workforce development. In November 2022, interviews were conducted for three (3) Private Sector candidates and after the interviews, the Committee agreed to recommend the following individual:

Mrs. Denise Christine Boshers, a Certified Public Accountant (CPA), is the Controller for Grade 6 Oil, and formerly with Berry Petroleum Company as the Assistant Controller and Optimal Health Services (currently Bristol Hospice) as the Controller. Mrs. Boshers has been a resident of Kern County for past thirty-seven years and is part of the following non-profit organizations: Friends of Californians with Disabilities; Bristol Hospice Foundation of California; Veterans Affairs Bakersfield National Cemetery Support Committee; and the Independent Living Center of Kern, and recently completed the Bakersfield Chamber of Commerce 2022 Leadership Bakersfield program.

Mrs. Boshers shared the following as her personal skills or strengths that would benefit the CAPK Board:

"I am a Bakersfield native who brings over two decades of corporate, board and volunteerism experience in several CAPK related fields, including economic empowerment and accountability, disability advocacy, and veteran and law enforcement support."

During the interview, Mrs. Boshers was able to share her passion for helping individuals meet their potential and valued the alignment of the agency's mission to her own as demonstrated in her community service efforts, including working with youth, individuals with disabilities, and veterans.

Recommendation:

The Ad Hoc Committee recommends the appointment of Mrs. Denise Christine Boshers to the Board of Directors under the Private Sector for a five-year term, beginning January 2023 to January 2027.

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner, Director of Operations

Date: November 30, 2022

Subject: *Agenda Item VI(e)*: Food Bank Expansion Adjustment of Guaranteed Maximum Price (GMP) – **Action Item**

Background:

The Food Bank Expansion Project is currently 50% complete with approval to construct up to $10,000,000. The remaining bids for photovoltaic, walk-in refrigerators, and pallet racking have been completed and added to the proposed construction budget.

To this point, CAPK has secured $11,902,023 in revenue for the expansion of the Food Bank, with $3,000,000 in Federal appropriation pending a final contract for signature. In total $14,902,023 has been acquired for the expansion project.

Current Events:

With the final bids received for the alternate add projects of photovoltaic, refrigeration, and pallet racks the total construction cost comes to $14,092,712, which includes a $308,179 contingency. Soft costs are budgeted at $515,000 to include architectural, testing, and permitting. For a total project cost of $14,607,710.

Additionally, outside of the construction contract signage will be needed for Washington Street and for the building of which $100,000 has been allocated. The remaining balance found in the attached Revenue vs Expenditure document, of $194,312 can be used as an additional contingency, other possible enhancement, or to repay the original Food Bank cash investment of $234,000. Any remaining construction contingency will be returned to CAPK.

Recommendation:

Staff recommends that the Board of Directors approve the Guaranteed Maximum Price of $14,092,712 and authorize the Chief Executive Officer to execute all necessary contract amendments.

Attachments:
Revenue Vs. Expenditure
Guaranteed Maximum Price (GMP)

Community Action Partnership of Kern
Food Bank Expansion
Revenue vs Expenditure

Food Bank Expansion		
Construction		14,092,710
Soft Cost		515,000
	Total:	14,607,710
Secured Funding		
City CDBG		2,400,000
County CDBG		916,000
Received Donation		67,279
CDSS - Generator		425,138
CAPK Contribution		234,000
Wonderful Foundation		3,000,000
CDSS		4,859,606
Federal Appropriation		3,000,000
		14,902,023
	Sub-total	294,313
Additional Project		
Signage - Building & Monument		100,000
		100,000
	Projected Excess (Deficit) $	194,312.76

CAPK Food Bank Addition
FB - 2021 - 003
GMP - Update w/Photovoltaic and Walk-In Boxes

Location:	1807 Feliz Dr., Bakersfield, CA 93307
Date:	Thursday, November 17, 2022
Plans:	Prepared by IBI dated 4/29/22
Prepared By:	Colombo Construction Co., Inc.

SECT.	B.P.	DESCRIPTION	Projected Cost @ Completion	Contractors Executed Contracts / Contracts to be Executed
02 41 19	02-05-000	Selective Demo	$ 48,500	**American Incorporated**
Div 1	02-11-000	Earthwork-site demo	$ 186,570	**Browns**
03 20 00 03 30 00 04 22 00 07 92 00	04-20-000	Unit Masonry	$ 98,700	**Dorfmeier Masonry**
32 31 13	32-31-130	Chain Link Fencing	$ -	**Incl. Ornamental**
10 14 00 32 17 13	02-16-000	AC Paving	$ 301,950	**Burtch**
		AC Paving -Change Order Work	$ 24,663	Burtch - Allowance
03 10 00 03 20 00 07 92 00 32 17 26	02-15-000	Site Concrete	$ 680,564	**Cali Concrete**
Div 1	02-14-000	Site Utilities	$ 287,425	**Lentz**
32 31 19	02-24-000	Ornamental Metal Fence & Gate	$ 475,511	**San Joaquin Fence**
	02-32-000	Irrigation/ Landscape	$ 113,582	**Kern Sprinkler**
03 10 00 03 20 00 03 30 00 05 52 00 07 13 26 07 92 00	03-10-000	Structural Concrete	$ 1,999,586	**Cali Concrete**
05 12 00 05 31 00 05 50 00 05 52 00	02-20-000	Miscellaneous Metals	$ -	
		Structural Steel/Metal Deck/LD Rail, Gate	$ 94,611	This rebiidding
		Cogan Railing System FOB	$ 9,000	Pricing is 98% Complet
		Embedded Items	$ 35,840	Pricing is 98% Complet
			$ -	
06 41 00 07 92 00 05 50 00 09 22 16	06-40-000	Casework	$ 22,200	**Cal-Kern Construction (Now Cal-Kern Cabinets, Inc.)**
08 14 16	06-20-000	Finish Carpentry	$ 42,500	**JTS Construction**
07 21 16 07 92 00	07-20-000	Insulation	$ 19,726	**Coast Building Products**
08 11 13 08 14 16 08 71 00 07 92 00	08-10-000	Doors/ Frames/ Hardware FOB	$ 63,500	**JTS Construction**
07 92 00 08 30 00 08 33 23 08 36 13	08-30-000	Overhead Doors	$ 153,600	**Varsity Doors**
		Overhead Doors - Change Order Work	$ 12,000	**Varsity Doors-Allowance**
	08-40-000	Alum Window/ Storefront & Glazing		Add to Existing Contracts as C.O.
07 92 00		Ext. Windows/Int. Glazing	$ 1,000	CO - JTS
05 12 00		Int. Window Frames FOB	$ 2,018	CO - CCC Int. Frames FOB
08 51 13		Interior Window Glazing	$ 8,500	CO - JTS
08 81 00				

CAPK Food Bank Addition
FB - 2021 - 003
GMP - Update w/Photovoltaic and Walk-In Boxes

Location:	1807 Feliz Dr., Bakersfield, CA 93307
Date:	Thursday, November 17, 2022
Plans:	Prepared by IBI dated 4/29/22
Prepared By:	Colombo Construction Co., Inc.

SECT.	B.P.	DESCRIPTION	Projected Cost @ Completion	Contractors Executed Contracts / Contracts to be Executed
08 31 13 09 22 16 09 29 00 07 92 00	09-20-000	Metal Studs / Gyp Board	$ 136,276	**Grijalva Contractors Inc.**
06 83 16 09 51 13 07 92 00	09-50-000	Acoustical Ceiling/FRP	$ 49,500	**Western Building Materials**
09 65 00 09 65 13 09 68 13	09-60-000	Flooring	$ 29,000	**Metro Flooring**
03 05 05	09-70-000	Floor Sealer/Sealants	$ 29,500	**Petra**
07 92 00 09 91 00	09-90-000	Painting	$ 63,935	**Ro's Precise Painting**
10 21 13 10 28 00	10-16-000	Toilet Compartments/Toilet Acc	$ 15,700	**John Pence Building Specialties**
10 14 00	10-40-000	Signs	$ 1,500	CCC
	10-50-000	Fire Extinguishers & Cabinets	$ 2,600	CCC
11 40 00	11-40-000	Food Service Equipment/Walk-Ins	$ 452,800	Perfection Stainless
13 34 19	13-34-19	Metal Building System	$ 1,293,496	**Iron Nikkel**
11 13 16	11-16-000	Dock Equipment	$ 157,050	**Varsity Doors**
	10-56-29	Equipment / Pallet Racks	$ 450,000	Power Machinery
21 00 00	15-30-000	Fire Protection	$ 215,500	**CFP Designs**
22 00 00 07 92 00 08 31 13	15-40-000	Plumbing	$ 162,532	**J. Noble Binns**
07 62 00 07 92 00 07 21 00 10 14 00 23 00 00	15-70-000	HVAC	$ 447,000	**Silverbacq Air and Heating**
Div 26 Div 27 02 41 19 07 92 00 08 31 13	16-00-000	Electrical/ Low Voltage	$ 2,800,894	**AC Electric**
		Fire Alam System	$ 22,725	**TelTec**
		Security System	$ 14,947	**TelTec**
		Photovoltaic System	$ 1,000,000	**AC Electric**
		Additonal Site Work 50 Parking Spaces	$ 122,950	TBD
		Additonal Site Work West Parking	$ 283,029	TBD
		Deduct Pole Lighting - East Drive	$ -	
		Deduct Warehouse Lighting	$ -	
			$ -	
			$ -	
			$ -	
		Subtotal	**$ 12,432,480**	
	3%	Construction Contingency	$ 308,179	
		Subtotal	**$ 12,740,659**	
		General Conditions	$ 576,725	
		Subtotal	**$ 13,317,384**	
	1.0%	Liability Insurance	$ 133,174	
		Subtotal	**$ 13,450,558**	
		Overhead & Profit		

CAPK Food Bank Addition FB - 2021 - 003 GMP - Update w/Photovoltaic and Walk-In Boxes				
Location:		1807 Feliz Dr., Bakersfield, CA 93307		
Date:		Thursday, November 17, 2022		
Plans:		Prepared by IBI dated 4/29/22		
Prepared By:		Colombo Construction Co., Inc.		
SECT.	**B.P.**	**DESCRIPTION**	**Projected Cost @ Completion**	**Contractors Executed Contracts** Contracts to be Executed
	Fixed		$ 600,000	
		Subtotal	**$ 14,050,558**	
	0.30%	Bond	$ 42,152	Bond - CCC GC, Fee
		Builders Risk		By Owner
		Total Construction Cost	**$ 14,092,710**	

MEMORANDUM

To: Board of Directors

From: Susana Magana, Director of Health and Nutrition

Date: November 30, 2022

Subject: *Agenda Item VI(f)*: Brighter Bites MOU 2022-2023 - **Action Item**

In the spring of 2022, the CAPK Food Bank staff was contacted by Brighter Bites staff to establish a Brighter Bites Program in Bakersfield. The Brighter Bites Program provides families of elementary-aged children with 20-25 pounds of fresh fruits and vegetables per week, delivered directly to the children's schools throughout the course of 16 weeks during the school year and delivered either to the children's schools or to community centers during 8 weeks of summer vacation. Each food distribution includes recipes and/or tip sheets and a food sample featuring one or more items being distributed.

Brighter Bites staff have already secured 6 schools in Bakersfield, Arvin, and Lamont to administer the Coordinated Approach to Child Health (CATCH) curriculum in classrooms and are encouraged to adopt CATCH messaging throughout the school environment.

Partnering with Brighter Bites aligns with CAPK Strategic GOAL # 1: Increased access to healthy, affordable food to support the health of the communities we serve. It specifically supports objective 1.2.2- Strengthen and expand partnerships with schools to reach additional children and families.

The next step will be the approval of the attached MOU between CAPK and Brighter Bites effective March 1, 2022, to July 31, 2023, with automatic renew for 16 months on a yearly basis, unless cancelled by one of the parties in accordance with the termination provisions.

Recommendation:
Staff recommends the Board of Directors authorize the Chief Executive Officer to execute MOU between CAPK and Brighter Bites and any future amendments.

Attachment:
MOU- CAPK and Brighter Bites

MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding (the Agreement) sets forth the terms of the agreement between the **CAPK Food Bank** (CAPK) and **Brighter Bites** pertaining to the establishment of Brighter Bites' programming (Brighter Bites Program) in Bakersfield.

I. *Purpose of Agreement*

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and set forth the relative responsibilities of the parties insofar as they relate to the implementation of the Brighter Bites Program.

II. *Duration of Agreement*

The period for performance of this agreement shall begin on **March 1, 2022 and** remain in force until **July 31, 2023**. The Agreement shall automatically renew for 16 months on a yearly basis in accordance with the terms set forth herein unless canceled by one of the parties in accordance with the termination provisions in Section V(h) below.

III. *Program Description*

The Brighter Bites Program provides families of elementary-aged children with 20-25 pounds of fresh fruits and vegetables per week, delivered directly to the children's schools throughout the course of 16 weeks during the school year and delivered either to the children's schools or to community centers during 8 weeks of summer vacation. Each food distribution includes recipes and/or tip sheets and a food sample featuring one or more items being distributed. Participating schools administer the Coordinated Approach to Child Health (CATCH) curriculum in classrooms and are encouraged to adopt CATCH messaging throughout the school environment.

IV. *Breach of the Agreement*

It is understood by the parties that each party should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of laws and regulations, as well as each party's policies and procedures, which govern their activities. If at any time either party is unable to perform its functions under this Agreement, the affected party shall immediately provide written notice to the other party, including an explanation of its failure to perform and establishing a date by which remediation will take place. The party receiving such notice may determine to accept such remediation or terminate the Agreement in connection with such breach, which termination shall be effective immediately.

V. *Responsibilities of the Parties Under the Agreement*

In consideration of the mutual aims and desires of the parties to this Agreement, and in recognition of the public benefits to be derived from the implementation of the programs involved, the parties shall work together to develop and establish policies and procedures that will sustain a successful environment for the Brighter Bites Program implementation. Such responsibilities will include the following:

a. Facilities Usage and Staffing

CAPK will provide Brighter Bites staff with office and produce storage space (including Wi-Fi access) where available and as agreed upon and deemed necessary by the two parties. Brighter Bites will also be able to reserve CAPK meeting rooms for appropriate activities and when not otherwise in use by CAPK. CAPK is under no obligation to supply any office equipment such as computers, printers, etc. to Brighter Bites staff.

Brighter Bites staff hosted at CAPK will access the facility in accordance with CAPK's standard operating hours, observed holiday schedule, and inclement weather policy and will follow all CAPK policies and procedures as specified in the CAPK Employee Handbook pertaining to employee conduct when on CAPK premises.

b. Operations and Logistics

Brighter Bites staff in East Texas will work closely with CAPK procurement staff to plan future produce needs and to identify items from CAPK's donated produce inventory to use for distribution as part of the Brighter Bites Program; the goal will be to leverage CAPK's donated produce inventory for a minimum of eight items per week. If additional produce needs to be sourced, the delivery charge will be split equally between CAPK and Brighter Bites, provided the load is not fully received by one party. Deliveries will be scheduled according to the needs of the program and as agreed upon by CAPK and Brighter Bites. It is a reasonable expectation that the cost of food, fuel, and other expenses will fluctuate due to factors outside of the control of CAPK such as, but not limited to, weather and Covid-19 restrictions. The estimated amount that will be split will not exceed $104K per year (52 weeks @$2,000).

In addition, CAPK may at times procure food directly for the Brighter Bites Program in coordination with Brighter Bites staff. CAPK and Brighter Bites staff will coordinate to ensure delivery of the requested bulk produce to Brighter Bites distribution sites, with a target of 8-12 different food products, totaling approximately 20-25 pounds per family per week.

c. Reimbursement

Brighter Bites will reimburse CAPK for the personnel, transportation, office, and warehouse space cost at a rate of .19 per pound delivered.

d. Site Selection & Program Expansion

CAPK and Brighter Bites will collaborate to identify new distribution sites and to determine the rate of program expansion year to year. In the spring of the 2021-2022 school year, Brighter Bites and CAPK will identify six campuses in Kern County. In selecting sites, attention will be given to ensuring the Brighter Bites program does not overlap or interfere with any other existing or potential CAPK programs.

e. Marketing and Communications

CAPK and Brighter Bites will work together to coordinate messaging and communications about the partnership. When appropriate, either party will recognize the other as a partner on printed materials, social media posts, email blasts, website pages, etc., utilizing logos and agreed-upon language about the partnership. CAPK and Brighter Bites will, whenever possible, inform each other of relevant media outreach about the partnership and, when advantageous to both entities, coordinate on such media outreach. CAPK and Brighter Bites will, whenever possible, advise each other of printed or other materials (annual reports, donor newsletters, etc.) in which the partnership is to be highlighted.

f. Fundraising

To the extent possible, Brighter Bites and CAPK Food Bank will work collaboratively as programmatic partners to identify and co-apply for fundraising opportunities where it makes sense and would be mutually beneficial to both parties.

g. Data

All data collected by Brighter Bites is owned by the Brighter Bites Program. Aggregate reports and other data will be shared with CAPK on a monthly basis or more frequently upon request. Brighter Bites owns

the rights to publish the data collected by the Brighter Bites Program. CAPK shall have permission to utilize and publish aggregate program data for use in fundraising, marketing, operational planning, organizational reporting (annual report, etc.), and for general community outreach and engagement purposes.

h. Partnership and Program Review

Partnership representatives from Brighter Bites and CAPK will meet (in-person or via remote call) three times per year in alignment with the end of each of the three 8-week Brighter Bites program sessions (late fall, late spring, and end of summer). The purpose of these meetings is to review and discuss all aspects of the partnership and program operations, with the purpose of addressing and resolving open issues and celebrating partnership and program success. Modifications to the partnership structure will be made in accordance with the amendment provisions of this Agreement in Section V(h) below.

i. Amendment or Cancellation of Agreement

This Agreement may be amended or modified at any time in writing with consent from both parties. This Agreement may be canceled by either party upon thirty (30) days written notice for any reason or no reason whatsoever.

VI. *No Joint Employment Relationship*

Brighter Bites and CAPK understand and agree that this Agreement does not create a fiduciary relationship between the parties. Brighter Bites and CAPK have no authority, express or implied, to act as agents of the other party or any of the other party's affiliates for any purpose. Brighter Bites and CAPK are and shall remain, independent businesses responsible for all obligations and liabilities of each party's respective business and for all claims or demands based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of each party's business. Further, Brighter Bites and CAPK are not, and do not intend to be, joint employers in any way, and Brighter Bites and CAPK shall not be construed to be jointly liable for any of the other party's acts or omissions under any circumstances. Brighter Bites has no employment relationship with CAPK's employees and CAPK has no employment relationship with Brighter Bites' employees. Brighter Bites and CAPK shall not pay to the other party's employees any compensation of any kind and shall not include any of the other party's employees in any benefits program maintained by the other party as a sponsor, co-sponsor, or any other form of participating entity in any employee benefit plan. Brighter Bites and CAPK agree to identify themselves conspicuously in all dealings with customers, suppliers, public officials, personnel, and others as a party to this Agreement.

VII. *Miscellaneous*

a. Indemnification

Brighter Bites agrees to indemnify CAPK and its officers, directors, employees, and agents (CAPK Parties) against, and hold the CAPK Parties harmless from, any and all liabilities, damages, claims, causes of action, awards and penalties, costs, and expenses (including, but not limited to, court costs and reasonable attorneys' fees) arising from or in connection with this Agreement; provided, however, Brighter Bites shall not be liable for any gross negligence or willful misconduct of the CAPK Parties. This indemnification obligation shall survive the termination of this Agreement.

b. Governing Law

The laws of Texas, without regard to conflict of laws principles, shall govern this Agreement. The exclusive jurisdiction of this Agreement shall be with the Texas courts. With respect to any actions or claims arising under this Agreement, each of Brighter Bites and CAPK, on behalf of itself and its successors and assigns, hereby waives the right to request a trial by jury in any action or proceeding arising out of this Agreement.

c. Notices

All notices shall be given in writing and delivered either by personal messenger, overnight courier or by facsimile using the notice information set forth below each party's signature (or such updated notice information provided by a party to the other party). Notice to a party shall be effective upon delivery.

d. Assignment or Transfer

Neither party shall have the right to assign this Agreement or delegate its rights or obligations hereunder, in part or in whole.

e. Counterpart Signatures

This Agreement may be executed in one or more counterparts, by original or facsimile signature, and when executed by all parties, shall constitute one and the same instrument.

Approved:

The undersigned parties bind themselves in the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____

Name: Jeremy T. Tobias

Title: Chief Executive Officer

BRIGHTER BITES

By: _____

Name: _____

Title: _____

Notice information:

Address:

Attention:

Fax:

Address:

Attention:

Fax:

MEMORANDUM

To: Board of Directors

From: Jennifer Jordan, 211 Program Administrator

Date: November 30, 2022

Subject: *Agenda Item VI(g)*: Renewal of the United Way Fresno and Medera Counties 2-1-1 Call Center Contract for Services– **Action Item**

CAPK's 2-1-1- Kern program began providing call handling services for Fresno/Madera in December 2021 for a (1) year term. The purpose of this agreement is to continue operating a 24/7 information and referral call center. To date, Kern has handled over 20,800 calls for Fresno & Madera counties since the start of the contract.

The service contract for year one is in the amount of $121,281.60, the second year is in the amount of $125,139.77 and the third year is in the amount of $127,992.88. The fee structure is based on Tier Pricing, as described in the attached contract under the Tier Pricing Structure. When inquiries exceed the Tier 1 limit, pricing will move to Tier 2, then to Tier 3 and so on. Renegotiation of the annual fee will be discussed when inquiries exceed the Tier 6 range. The term for this services agreement is for a (2) year period, with a start date of January 1, 2023, and an end date of December 31, 2024, with a one-year renewal option.

Through the contract scope of work, the 2-1-1 Call Center program will provide 24/7 Information & Referral (I&R) services to Fresno and Madera County residents, including information and call handling services, live chat, and bi-directional texting services. This will also include Volunteer Income Tax Assistance (VITA) and Relief for Energy Assistance through Community Help (REACH). The 2-1-1 call center Specialists are fully trained to provide professional, and neutral customer service and the Information& Referral Call specialists provide callers confidential, appropriate, unbiased health and social service referrals and advocacy.

Recommendation

Staff recommends the Board of Directors authorize the Chief Executive Officer to execute the United Way Fresno and Madera County Contract for Services Agreement and any future amendments during the term of the contract.

Attachments:
United Way Fresno/Madera Contract
United Way Fresno/Madera Fee Schedule

CONTRACT FOR SERVICES

BETWEEN

United Way Fresno and Madera Counties
("UWFM")

- AND –

Community Action Partnership of Kern
("CAPK").

This Contract for Services hereafter referred to as "Contract," outlines the arrangement between COMMUNITY ACTION PARTNERSHIP OF KERN 501(c)(3) nonprofit corporation, an Independent Contractor, hereafter referred to as ("CAPK") and UNITED WAY FRESNO & MADERA COUNTIES, hereafter referred to as ("UWFM"). CAPK and UWFM are the only parties to this Contract.

The UWFM's principal place of business is located at 4949 E Kings Canyon Road, Fresno, CA 93727. CAPK's principal place of business is located at 5005 Business Park North, Bakersfield, CA 93309

UWFM desires to engage with CAPK to perform as the call center for County of Fresno, and provide specific services and deliverables as outlined in this Contract. In consideration of the foregoing representations, UWFM and CAPK have agreed upon the terms and conditions as stated in this Contract as follows:

1. TERM OF THE CONTRACT

The term of this Contract shall be 01/01/23 through 12/31/2024, with a one-year renewal option. This Contract may be terminated with or without cause upon ninety (90) days' written notice of either party to this Contract. All provisions of this Contract shall apply to all services and all periods of time in which CAPK renders services for or on behalf of UWFM as noted in Section 10 of this Contract. Terms of payment will be based on a negotiated payment schedule, as outlined in Exhibit A "Fee Schedule," attached and incorporated herein by this reference, contingent upon satisfactory completion and delivery of services outlined in Section 10 of this Contract and related required reporting, as outlined in Exhibit B "Service Level Agreement," attached and incorporated herein by this reference.

Amendments to this Contract shall be made by written agreement of CAPK and the UWFM.

2. GOVERNANCE

CAPK and the UWFM agree to a shared governance model based on the fundamental value of collaboration. The parties recognize and respect the relationships and networks each brings to 211 Call Center Programs/Outcomes and will work to ensure that these relationships are strengthened and leveraged as a result of this Contract. The identified designees from CAPK and the UWFM will be responsible for maintaining alignment between the implementation of the 211 Call Center programs/outcomes and their respective organizations and designees are named in Exhibit B.

3. MEETINGS AND COMMUNICATION

CAPK and UWFM anticipate open, honest and accessible communication. The identified designees from CAPK and UWFM will meet as needed to set direction and review program progress, including the agreed-upon outcomes, major milestones and overall project progress. CAPK and UWFM agree to include each other in community meetings of relevance to UWFM's home county. The identified designees from CAPK and UWFM will hold meetings, either by phone or in person, as needed and agreed upon by designees. Daily meetings will be held via telephone, when necessary, such as when UWFM's home county is in disaster response mode.

4. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CAPK is an independent contractor and not an employee, agent, joint venture or partner of UWFM. Nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employee and employer between CAPK and UWFM or any employee or agent of CAPK. Both parties acknowledge the CAPK is not an employee for state or federal tax purposes and is not eligible for any of UWFM's employee benefits. CAPK acknowledges that it is independently governed as a 501(c)(3) nonprofit corporation and engaged in the independent business of providing information and referral services.

5. LICENSING REQUIREMENTS

CAPK warrants that CAPK has complied with all federal, state and local business permits and licensing requirements necessary to conduct business. CAPK shall provide documentation of its permit and licensure status upon request of UWFM.

6. TAX RESPONSIBILITIES

A. CAPK acknowledges that it has complied with all necessary federal, state and local tax requirements, shall file all of the necessary tax returns and pay all of the necessary taxes. UWFM shall not assist CAPK with any federal or state income tax withholdings or make any tax contributions on behalf of CAPK. CAPK shall provide periodic proof of withholding and payment of all required State and Federal taxes and payroll contributions upon request.
B. No payroll or employment taxes of any kind shall be withheld or paid by UWFM on behalf of CAPK, including without limitation, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, workers compensation, and state unemployment tax. CAPK agrees that it shall pay all of the foregoing items.

7. INSURANCE

A. CAPK represents and warrants that it currently has in force and shall maintain in force during the duration of this Contract a policy of comprehensive general liability insurance, underwritten by an insurer approved to do business within the State of California with limits of not less than $2,000,000 per occurrence and $4,000,000 in aggregate. In addition, CAPK represents and warrants that it has in effect and shall maintain during the duration of this

Contract professional liability insurance for the principals, employees and agents of CAPK. CAPK shall be responsible for the payment of all premiums and deductibles with relationship to said insurance. CAPK shall provide a certificate of insurance and shall arrange for the carrier to provide notice to UWFM in the event the insurance lapses or is not renewed. The certificate must include the additional Insured of UWFM, its officers, agents, employees and volunteers. It must include the standard endorsement form CG20111185 or equivalent. The policy is deemed primary insurance. A minimum of thirty (30) days' notice of cancellation or changes to coverage need to be listed on the certificate of insurance.

B. CAPK represents and warrants that it has obtained statutory workers' compensation insurance for all of its employees and agents, as required by law, and CAPK agrees to indemnify and hold harmless UWFM from all loss, cost, or damages, including attorney's fees, arising out of or related to any actions or claims for injury, disability, debt, or any other event compensable under workers' compensation insurance for any employee or agent of CAPK. CAPK shall provide an insurance certificate showing said coverage in effect for the duration of this Contract.

C. CAPK agrees that UWFM has no obligation to insure CAPK or any of its property, employees, or activities, in any manner.

8. PERFORMANCE OF SERVICES

CAPK shall retain the right to perform similar services for other entities during the term of this Contract. UWFM reserves the right to inspect, stop work, and prescribe alterations to work to ensure its conformity with that specified in the Contract.

9. TIME AND LOCATION OF WORK

CAPK shall perform the services required by this Contract at the CAPK's facility. CAPK and UWFM shall agree on a schedule by which CAPK shall be on-site at UWFM's facility for meetings as needed although largely virtual. CAPK and UWFM shall agree on schedules by which certain work is to be completed or performed. Any schedules mentioned in this paragraph shall be put in writing.

10. SCOPE OF WORK: SERVICES

A. CAPK will provide the following services during the term of this Contract:
   1) For specified services (i.e. Free Tax Preparation), CAPK will provide support for appointments, provide direct transfer on case by case basis, administer call screenings, scripting and sharing relevant reporting as mutually agreed upon (i.e. tobacco cessation, HMG, others).
   2) CAPK agrees to provide trained staff persons, no less than sixty percent (60%) of whom shall be bilingual (Spanish) persons, who will provide 24/7 211 Call Center coverage for the UWFM at the CAPK's Kern County site.

3) Pay all required payroll taxes including, but not limited to, Workers' Compensation, for all staff providing telephone coverage for CAPK.
4) Submit invoices to the UWFM no later than the twentieth (20TH) of the month for the preceding month. The invoice shall be signed/dated by an authorized CAPK supervisor. Project deliverables include call center statistics provided via monthly reports outlined in Exhibit B "Service Level Agreement."
5) Participate in quarterly meetings as needed with the UWFM administrative staff to discuss any outcome/contractual concerns as well as any changes in procedures that may affect coverage.
6) Provide multiple language coverage to UWFM's home county through teleinterpretation services. CAPK will include in its monthly invoice the previous months' teleinterpretation charges incurred on behalf of UWFM.
7) Provide equipment necessary to utilize the iCarol database. CAPK will establish and maintain support with a technology partner of its choice.
8) Provide two-way texting services as outlined in Exhibit E "Two Way Texting," attached and incorporated herein by this reference.

B. UWFM will provide the following services during the term of this Contract:
1) Provide CAPK with updated information regarding community developments that may change the demand or types of service requests such as community crises, significant events and updated disaster response information, as outlined in Exhibit D "Disaster Activation" attached and incorporated herein by this reference.
2) Provide CAPK with accurate information and referral information/resources.
3) Participate in quarterly meetings with CAPK administrative staff as needed to discuss outcome/contractual concerns as well as any changes in procedures that may affect coverage.
4) Support CAPK staff's use of UWFM'S I&R database.
5) UWFM shall use its reasonable best efforts to provide advance warning on activities that may lead to changes in call volume (*e.g.*, outreach, etc.).
6) UWFM may request Special Projects to CAPK in advance of project start date, as outlined in Exhibit C "Special Project Assignment," attached and incorporated herein by this reference.

11. **PRODUCTS AND DELIVERABLES**

Products and services will be delivered as described above and in Exhibit B.

12. **DISPUTE RESOLUTION**

In the event of a disagreement between the parties to the Contract as the terms, obligations, responsibilities, or activities described in this Contract, the parties agree to negotiate in good faith to resolve those disputes.

13. TERMS OF PAYMENT

In consideration for the services to be performed by CAPK, CAPK shall receive payment as detailed in Exhibit A. CAPK shall submit an invoice (*include Tax I.D. Number*) to UWFM for all services rendered on the twentieth (20TH) day of each month. Invoices are due and payable by UWFM within 30 days upon receipt of this invoice. Payments made after 30 days from receipt of the invoice will be considered "late payments" and will be subject to a 3% charge monthly until that payment is received by CAPK. UWFM will pay CAPK 1/12th of the full contract upfront due at signing of the Contract according to payment schedule in Exhibit A. CAPK shall email all invoices to*:* invoices@uwfm.org.

14. EXPENSES

CAPK shall be responsible for all costs and expenses incidental to the performance of services for UWFM, including without limitation, all costs of fees, fines, licenses or taxes required of or imposed against CAPK and all other of CAPK's costs of doing business.

15. EMPLOYMENT OF ASSISTANTS

CAPK, at CAPK's own expense and with agreement of UWFM, may hire sub-contractors to perform services with or on behalf of CAPK. All such sub-contractors shall be employees or contractors of CAPK and not of UWFM. CAPK shall assume full responsibility for sub-contractors assistants, including but not limited to state and federal taxes, unemployment insurance, social security, workers compensation and other applicable taxes or withholdings. This Contract, however, may not be assigned, except with the express written approval of UWFM.

16. INDEMNIFICATION

CAPK agrees to indemnify, defend and hold harmless UWFM from any and all liabilities, including attorney's fees, arising out of or in any way related to CAPK's performance of services for UWFM, as fully as is permitted by the laws of the State of California. UWFM agrees to indemnify, defend and hold harmless CAPK from any and all liabilities, including attorney's fees, arising out of or in any way related to UWFM's performance, as fully as is permitted by the laws of the State of California.

17. TERMINATION

This Contract may be terminated with or without cause upon ninety (90) days' written notice of either party to this Contract.

18. PARTIAL INVALIDITY

Each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Contract or the application of such provision, to any extent, is found to be invalid or unenforceable, the remainder of this Contract or the application of such provisions shall remain in full force and effect without impairment or invalidation.

19. INTERPRETATION

Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "party" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, or any other entity.

20. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of California.

21. JURISDICTION AND VENUE

For purposes of jurisdiction, this Contract shall be deemed made in the City of Fresno, California, and for the purposes of venue, this contract shall be deemed to be performed in the City of Bakersfield, California.

22. MODIFICATION IN WRITING

This Contract may be modified only by written notice executed by the party(ies) to this Contract against whom enforcement of such modification is sought.

23. NOTICES

All notices or other communications required or permitted to be given to a party to this Contract shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery to the addresses shown below, or will be sent, with the expectation that the sender will confirm receipt by the recipient via email. Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the United States Postal Service's return receipt. Any party to this Contract may give notice of a change of its address to the other party(ies) to this Contract.

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

5005 Business Park North,
Bakersfield, CA 93309
Phone: (661) 336-5236

UNITED WAY FRESNO & MADERA COUNTIES (UWFM)
4949 E Kings Canyon Road,

Fresno, CA 93727
Phone: (559) 244-5710

24. ENTIRE CONTRACT

This Contract contains the entire agreement between the parties to this Contract with respect to the subject matter of this Contract and supersedes all prior understandings, agreements, representations and warranties, if any, with respect to such matter.

EXECUTED IN THE CITY OF **Fresno, California** DATE _____

COMMUNITY ACTION PARTNERSHIP OF KERN:

By: _____

Signature

_____

Printed Name

_____

Title

UNITED WAY FRESNO & MADERA COUNTIES

By: _____

Signature

_____

Printed Name

_____

Title

Exhibit A
Fee Schedule

1. **COST OF SERVICES RENDERED**
   For services rendered as detailed above from Contract start date through Contract end date, UWFM shall pay CAPK an annual fee of $121,281.60 for 211 call handling in the County of Fresno, and VITA call handling for a Contract total of $10,106.80 per month, for twelve (12) months. UWFM will pay CAPK one month's fee ($10,106.80) as an advance payment due at signature of the Contract.

2. **INVOICING AND PAYMENT FOR SERVICES**
   UWFM will be invoiced on a monthly basis as stated above. Payment for services shall be $121,281.60 the first year invoiced at $10,106.80 per month for the described scope. The fee will increase annually as listed in the fee schedule (year 2 fee is $125,139.77 and year three fee is $127,992.88). This fee structure is based on Tier1 Pricing. When inquiries answered exceed Tier 1 limit, pricing will move to Tier 2, then Teir 3. CAPK will notify UWFM when the next pricing tier is reached. When inquiries answered exceed Tier 3 range, CAPK will initiate discussions with UWFM for renegotiation of the annual fee.

3. **BASIS OF COST**
   This cost is based on the estimate of 25,000 presented 211 calls, VITA calls which includes scheduling tax appointments, and County of Fresno calls expected by 211 Fresno County during the Contract period. Significant changes in call or text volume may lead to a review of this Contract.

4. **EXCLUSIONS**
   Cost above does not include the cost of 2-way texting, chat, telephony and tele-interpretation cost. CAPK will include in its monthly invoice the previous month's interpretation, telephony, and texting charges incurred on behalf of UWFM which are in addition to the monthly fees noted above.

Exhibit B
Service Level Agreement

UWFM and CAPK recognize that call center availability is critical to the operation of 211 Fresno County, for whom CAPK is providing Call Center Operations. CAPK backs its commitment and focus on operational excellence and reliability with the following service level assurances:

1. **QUALITY and RELIABILITY**
   - CAPK commits to providing high quality Information and Referral service to 211 Fresno County callers/texters and commits to working with UWFM in good faith.
   - All referral information given to callers/texters will be drawn from the 211 Fresno County referral database.
   - CAPK commits to providing 211 Fresno County callers/texters with reliable access to 211 Call Specialists and will complete a line check on 211 Fresno County lines each day.

2. **REPORTING**
   - CAPK will provide monthly reports to UWFM by the 15th of the following month via the automated telephony reporting system. Monthly reports will cover the following areas:
     - "*Queue Offered*" (formerly Calls presented/offered): Number of calls from 211 Fresno County lines that enter a 211 Fresno County queue in the CAPK phone system, whether or not a Call Specialist picked up the call.
     - "*Inbound Handled*" (formerly Calls handled): Number of presented calls that are connected to an CAPK Call Specialist while the call is active.
     - "*Abandons*" (formerly Abandoned calls): A call that entered a 211 Fresno County queue, but which was not answered because the caller hung up before the phone system was able to send the call to a Call Specialist.
     - "*Short Abandons*" (formerly Abandoned within 60 seconds): Number of calls abandoned within 60 seconds.
     - "*Callback Requests*": Number of calls that entered a Fresno County queue and requested a callback instead of waiting for an agent to become available. The phone system will hold the caller's place in queue and will automatically call the person back when the call is first in queue and a Call Specialist is available.
     - "*Average Speed of Answer (ASA)*" (formerly Average seconds to answer): Average amount of time callers/texters waited after choosing a queue option (i.e English/Spanish) before being connected with a Call Specialist. Includes time the caller was actively waiting on hold and time in the automated callback system. Does not include abandoned calls.
     - *Inbound Average Handle Time (AHT)*: Amount of time the Call Specialist spent actively handling the call. Includes hold time.

3. **COMMUNICATION REGARDING SYSTEM ISSUES**
   - For the purpose of continuity of services, UWFM and CAPK understand that the priority of staffing during an outage is to resolve the call center issues affecting normal operations.

- CAPK will notify UWFM immediately when a service issue is identified as originating with systems overseen by 211 Fresno County (including phone routing or database services).
- CAPK will notify UWFM via a phone call or text as soon as possible when a service issue is identified as originating with the CAPK system. In order to focus all resources on correcting any system issues, this notification will occur as soon as basic troubleshooting (generally taking no longer than 30-45 minutes) is completed.
- Should a service issue originating with the CAPK system be identified and corrected through basic troubleshooting prior to UWFM being notified, an email will be sent to the primary UWFM contact describing the time, length and nature of any service disruption to 211 Fresno County calls.

4. CONTACTS

- **CAPK**
  - **Primary Contact for CAPK:** Martha Gonzalez, 211 Kern County Program Supervisor
  - **Secondary Contact for CAPK:** Pritika Ram, Chief Business Development Officer.
- **UWFM**
  - **Primary Contact for UWFM:** Arasely Rosas, Director of Impact
  - **Secondary Contact for UWFM:** Coreen Campos, Vice President of Impact and Resource Development

Exhibit C
Special Project Agreement

Special Projects are defined as UWFM requests that involved a one time or ongoing change to the nature of services or service provision provided by CAPK, require significant changes to day to day CAPK I&R processes, necessitate CAPK technology projects or additional reporting provided by CAPK for UWFM or initiatives of the UWFM service that require a significant increase in CAPK resources to manage.

Such requests will be presented by UWFM to CAPK in advance of project start and may incur separate fees to be agreed upon in advance of project start by UWFM and CAPK.

- UWFM commits to providing ample advance warning on activities that may lead to changes in call volume (outreach, etc.) and on special project development.
- If/when special projects are developed, UWFM commits to providing the following information to CAPK so that a budget for the project can be developed and logistical planning for the project can be coordinated between CAPK and CILENT:
    - Description of special project including associated outreach;
    - Description of any change in the nature of service (i.e. project specific reporting and protocol); and
    - Anticipated change in call volume during/after the project period.

If or when the special project includes a grant, fee for service or similar, CAPK will request approval from UWFM prior to soliciting a grant or funding opportunity that covers Fresno or Madera Counties.

Budget implications will be determined and approved ahead of time by UWFM and CAPK.

Exhibit D
Disaster Activation

1. COMMUNICATION IN THE EVENT OF A DISASTER IN FRESNO COUNTY

- In the event of a disaster in Fresno County or if UWFM anticipates that a disaster is likely there, UWFM will contact CAPK to provide local information and updates in an easy to relate format for staff.
    - UWFM will maintain updated disaster resources in its CRM system and will also provide CAPK Program Manager, via e-mail, with real time information as it becomes available.
- If CAPK becomes aware of a major incident/disaster affecting Fresno County through its caller reports and CAPK has not been contacted by 211 Fresno County staff, CAPK will attempt to contact both primary and secondary UWFM contacts.
- CAPK commits to uphold the primary relationship of UWFM and Fresno County local emergency services organizations and will only contact the emergency organizations directly when UWFM contacts are not available or when advised to do so by UWFM staff.

2. DISASTER ACTIVATION

- Disaster Activation refers to activation of the CAPK 211 team in order to respond to a major event/disaster situation. The decision of whether to activate for Fresno County incident is made by UWFM. Disaster Activation includes making increased CAPK resources, staff, management, and related services, available as needed to manage response to the incident.
- Disaster Activation may result in additional expenses being incurred by CAPK to support services for Fresno County. UWFM agrees to reimburse CAPK for expenses incurred by CAPK related to the provision of services to 211 Fresno County while it has requested Disaster Activation.
- CAPK is able to enter Disaster Activation without confirmation from UWFM if its contacts are not available.
- UWFM and CAPK agree that activating in Disaster Mode may result in additional expenses being incurred by CAPK to support disaster level services for Fresno County. Approval from UWFM will be necessary if costs exceed $1,000 before further expenses are incurred unless extenuating circumstances have cut off communication between CAPK and UWFM who agrees to reimburse CAPK for reasonable expenses incurred by CAPK related to the provision of services to 211 Fresno County while in Disaster Mode.

3. HANDLING CALLS DURING DISASTER

- UWFM is responsible for providing CAPK with information to be provided to callers/texters during an incident. Information can be entered into the 211 Fresno County database or UWFM can provide a set of information sources to be used (e.g. Fresno County Office of Emergency Services site). In any case, information must be presented in an accessible manner for use by Call Specialists. In time of disaster, resources will be shared in a mutually agreed upon method and in the event that call volume spikes, UWFM

and CAPK will work collaboratively to identify a solution (I.e. UWFM remote call specialist volunteers, temporary increased CAPK Staffing).

- Data collection for calls during a Disaster Activation with high call volume will be limited to the following information to manage increased call volume and will be collected through a simplified electronic method or on paper:
  - Date of call
  - Time of call
  - Caller's city
  - Reason for call
- CAPK will make every effort to provide a high level of service during disaster, but service level expectations will be suspended during periods of unexpected call surges, regardless of whether UWFM has agreed to Disaster Activation.

Exhibit E
Two-Way Texting

1. **DESCRIPTION**
   CAPK will complete two-way texting services for UWFM users through the Educational Messaging System Prevention Pays system. Users who text a Fresno or Madera County zip code to 898-211 will be assisted via two-way text 24/7 in either English or Spanish.

2. **REPORTING**
   Texts involving I&R assistance will be entered into a call form in the iCarol system.

3. **COST**
   Payment for 2-way texting services shall be $15,000 the first year invoiced at $1,250.00 per month for the described scope. This fee structure is based on Tier1 Pricing and includes up to 12,000 2-way texts per year. When 2-way texts exceed Tier 1 limit, pricing will move to Tier 2, then Tier 3. When inquiries answered exceed Tier 3 range, CAPK will initiate discussions with UWFM.

Community Action Partnership of Kern
United Way Fresno and Madera Fee Schedule

UWFM Proposed New Fee Schedule CY 2023			
	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 25,000	$ 121,281.60	$ 10,106.80
Tier 2	25,001 to 35,000	$ 149,883.00	$ 12,490.25
Tier 3	35,001 to 45,000	$ 178,484.40	$ 14,873.70
Tier 4	45,001 to 55,000	$ 235,687.20	$ 19,640.60
Tier 5	55,001 to 65,000	$ 264,288.60	$ 22,024.05
Tier 6	65,001 +	$ 292,890.00	$ 24,407.50

UWFM Proposed New Fee Schedule CY 2024			
	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 25,000	$ 125,139.77	$ 10,428.31
Tier 2	25,001 to 35,000	$ 158,649.18	$ 13,220.76
Tier 3	35,001 to 45,000	$ 188,961.81	$ 15,746.82
Tier 4	40,001 to 55,000	$ 249,589.08	$ 20,799.09
Tier 5	50,001 to 65,000	$ 279,902.72	$ 23,325.23
Tier 6	65,001 +	$ 310,215.35	25,851.28

UWFM Proposed New Fee Schedule CY 2025			
	Calls Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 25,000	$ 127,992.88	$ 10,666.07
Tier 2	25,001 to 35,000	$ 162,240.82	$ 13,520.07
Tier 3	35,001 to 45,000	$ 193,230.58	$ 16,102.55
Tier 4	40,001 to 55,000	$ 255,212.11	$ 21,267.68
Tier 5	50,001 to 65,000	$ 286,202.88	$ 23,850.24
Tier 6	65,001 +	$ 317,193.64	$ 26,432.80

*Note: additional telephony fees will be applied monthly based on call handling utilization.

Additional Services - No Change			
Texting/Chat Annual Rate for Handling Volume	**Reset to Tier 1 annually**		
	Text and Chat Handled/Year	Annual Contract Amount	Monthly Invoice Amt
Tier 1	0 to 12,000	$ 15,000.00	$ 1,250.00
Tier 2	12,001 to 17,000	$ 20,000.00	$ 1,666.67
Tier 3	17,001 to 22,000	$ 25,000.00	$ 2,083.33
Tier 4	22,001+	$ 30,000.00	$ 2,500.00

MEMORANDUM

To: Board of Directors

From: Martha Gonzalez, 211 Program Supervisor

Date: November 30, 2022

Subject: *Agenda Item VI(h)*: California vs. Hate Resource Line and Network – **Action Item**

Community Action Partnership of Kern's 2-1-1 program is contracting with 2-1-1 Los Angeles (2-1-1 LA) for the California vs. Hate Hotline project. The contract is for a (3) three-year term with the possibility of extending the contract for an additional (2) two-year term. The contract's start date is December 1, 2022, and the end date is June 30, 2025.

The scope of work entails that the 2-1-1 Call Center will serve as a community-based alternative for reporting hate acts. The 2-1-1 Kern call center will receive an e-mail notification when the CA vs. Hate call center (2-1-1 LA) receives a call/report from a Kern caller. 2-1-1 Kern would not handle live calls for said project. Kern would be responsible for following up with callers to provide resources based on the needs identified by the caller and 2-1-1 LA Call Specialists. If a call is received through the Kern line, staff would transfer the call to the CA vs. Hate Hotline to submit a report. 2-1-1 LA will provide call handling training for said call. Based on the information provided by the project lead, the volume of calls/reports for this project are predicted to be low. 2-1-1 Kern will be responsible for providing a monthly report with data that encompasses the number of calls or contacts made, and call handling wait times. At the time of this memo, a template of the report has not been shared. A CA vs. Hate Hotline resource will be added to the database and the program foresees minor additions to the call report to reflect and collect data to meet contract deliverables.

The rate of reimbursement is as follows:
Contract Year 1 (December 1, 2022-June 20,2023): $10,000
Contract Year 2 (July 1, 2023-June 30, 2024): $15,000
Contract Year 3 (July 1, 2024-June 30, 2025) $15,000

Recommendation
Staff recommends the Board of Directors authorize the Chief Executive Officer to execute the agreement with 2-1-1 LA and any future amendments.

Attachments:
Agreement for California vs. Hate Resource Line and Network
Appendix A Scope of Work
Appendix B Sub Business Associate Agreement

OPERATIONAL AGREEMENT BETWEEN

CALIFORNIA 211 PROVIDERS NETWORK

COMMUNITY ACTION PARTNERSHIP OF KERN

THIS AGREEMENT is entered into by and between California 211 Providers Network, hereafter referred to as "211 California", a Lead Partner with Information and Referral Federation of Los Angeles County dba 211 LA County, hereafter referred to as "211 LA", for the California vs. Hate Resource Line and Network – Care Coordination Services, hereafter referred to as the "Contract", and Community Action Partnership of Kern, hereafter referred to as the "Provider". The parties hereto mutually agree as follows.

ARTICLE 1: PROVIDER ENGAGEMENT

Provider agrees to perform agreed upon services (further defined in Appendix A) as set forth in the State of California Civil Rights Department RFP 22-003 California vs. Hate Resource Line and Network – Care Coordination Services, awarded by the State of California Civil Rights Department on August 17, 2022 for an award period beginning on September 9, 2022 and ending on June 30, 2025, with the option to extend the term for two (2) additional one-year terms. Provider understands and agrees that all services are to be performed solely by Provider and may not be subcontracted or assigned without prior written consent from 211 California. This Agreement does not vest any rights for Provider, or associated subcontractors, to create any obligation on behalf of 211 California. Any subcontract agreements will contain a disclosure to this effect.

ARTICLE 2: CONTRACT PERIOD

This Agreement is effective as of December 1, 2022 and shall continue through June 30, 2025, here within referred to as the "Contract Period". No costs incurred by Provider prior to or after the Contract Period, unless specifically approved in writing by 211 California, will be covered. Provider is solely responsible for any such expenses.

ARTICLE 3: STATEMENT OF WORK

For the Contract Period, Provider will provide services as outlined in Appendix A. Provider will share data in real time about unmet needs and call volumes. Provider will engage with 211 California on any outstanding concerns, and work to address those immediately. If Provider does not keep clear lines of communication open with 211 California, 211 California may withhold funding until Provider engages. Details for Provider's statement of work and approved budget are included in Appendix A. Provider shall provide services to clients, at no charge, throughout the Contract Period.

ARTICLE 4: CONTRACT FUNDS

211 California's performance and obligation to compensate Provider under this Agreement is contingent upon 211 California's receipt of funds from 211 LA, which is contingent upon receipt of funds from the Civil Rights Department. Provider agrees not to commingle these funds with other personal or business accounts. This Agreement does not require physical segregation of deposits; however, Provider's accounting systems must ensure these funds are not commingled with funds on either a program-by-program or project-by-project basis. Where Provider's existing accounting system cannot comply with this requirement, Provider shall establish an additional accounting system to provide adequate accountability for each project. This is a reimbursement-based Agreement.

ARTICLE 5: REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, Provider shall be registered electronically with the State of California. Provider agrees to comply with the applicable requirements regarding registration and compliance with the System for Award Management (SAM), and to acquire and provide a Unique Entity ID. In the event Provider is approved to utilize subcontractors, Provider also agrees to applicable restrictions on subcontractors that do not acquire and provide a Unique Entity ID.

ARTICLE 6: SUB BUSINESS ASSOCIATE AGREEMENT

Provider agrees to execute a Sub Business Associate Agreement with 211 LA, attached as Appendix B.

ARTICLE 7: CONTACTS

Provider's designated representatives for this Agreement are as follows.

CONTRACT	PROGRAM
Jeremy Tobias	Martha Gonzalez
CEO	Program Supervisor
jtobias@capk.org	m.gonzalez@capk.org

Provider agrees to notify 211 California in writing of any change in its designated representative for this Agreement within five (5) business days of said change.

ARTICLE 8: REPORTING REQUIREMENTS

All required performance reports must be completed by Provider and submitted to 211 California to document the provision of the project deliverables. Provider agrees to maintain and timely submit such progress, and other reports required by 211 LA to 211 California. Processing of a monthly invoice is contingent upon timely receipt of reports, approval by 211 California of the level of service provided during the report period, and approval by 211

California of all performance reports due. Provider must submit the monthly reports to 211 California by the 10th day of the month immediately following the end of the month.

Each monthly invoice and all required supporting documentation must be submitted by Provider to 211 California no later than the 10th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by 211 California in writing. Provider shall maintain appropriate documentation of all costs represented on the invoice. Provider must submit its final invoice to 211 California no later than the last day of the month immediately following the cancellation, expiration, or termination of the Agreement. Any reimbursement submissions to 211 California under the terms of the Agreement shall be withheld until all evaluation, financial and program reports due from Provider, and necessary adjustments thereto, have been reviewed and approved by 211 California.

Provider shall submit all invoices and reports to invoicing@CA211.org.

ARTICLE 9: LIABILITY AND ACCOUNTABILITY

Provider agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any amendment(s) thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of California.

ARTICLE 10: INDEPENDENT CONTRACTOR

Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, or joint venture of 211 California. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that the Provider has the authority to bind 211 California. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, or joint venture. 211 California will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by 211 California.

ARTICLE 11: DOCUMENTATION AND RECORD RETENTION

Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of Contract funds. Provider shall maintain a file for inspection by 211 California or its designee, that contains invoices for all fees or other compensation for services and expenses, in detail sufficient for a proper pre-

and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services, and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, shall be maintained at the office of Provider for a period of five (5) years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

Upon completion of the Agreement, Provider shall keep and maintain public records required to perform the services in the scope of this Agreement. If Provider keeps and maintains public records upon completion of the Agreement, Provider shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to 211 California, upon request of its Custodian of Public Records, in a format compatible with the information technology systems of 211 California.

ARTICLE 12: MONITORING

By entering into this Agreement, Provider agrees to comply and cooperate with any monitoring procedures/processes and additional audits deemed necessary by 211 California in accordance with the Agreement, including but not limited to on-site visits. Provider, by signing this Agreement. specifically authorizes 211 California to receive and review any record reasonably related to the purpose of this Agreement and/or amendments thereto. Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by 211 California. Failure to provide access to documentation as requested by 211 California under the provisions of this Agreement shall result in either the termination of the Agreement or suspension of further payments to the Provider until all requested documentation has been received and reviewed by 211 California. The Provider shall give authorized representatives of 211 California the right to access, receive, and examine all records, books, papers, case files, documents, goods and services related to the Agreement. If the Provider fails to provide access to such materials, 211 California may terminate this Agreement and notify 211 LA of the termination and cause(s). California statutes provide that certain records received by 211 California are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure.

ARTICLE 13: PUBLIC ENTITY CRIME

Pursuant to California Statutes the following restrictions are placed on persons convicted of public entity crimes to transact business for the Grant: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided by California Statutes. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and shall notify 211 California within five (5) days of its, or any of its affiliates, placement thereon.

ARTICLE 14: GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation or gratuity to any 211 California employee, or its officers, agents and subcontractors. In addition to any other remedies available to 211 California, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to 211 LA for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 15: INDEMNIFICATION AND ASSUMPTION OF LIABILITY

Provider agrees to assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider’s services. Provider shall be liable for and indemnify, defend, and hold 211 California and all of its officers, agents, subcontractors and employees harmless from all claims, suits, judgments, or damages, including attorney’s fees and costs, arising out of any act or omission or neglect by Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. Provider's evaluation or inability to evaluate its liability shall not excuse the Provider's duty to defend and to indemnify 211 California within seven (7) days after notice by 211 California. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. Provider shall pay all costs and fees including attorney’s fees related to these obligations and their enforcement by 211 California. 211 California’s failure to notify Provider of a claim shall not release Provider from these duties. Provider shall not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of 211 California. This Agreement and the rights and obligations created by it are intended for the sole benefit of 211 California and Provider. No third party to this Agreement, including the Clients served by Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 16: REMEDIES; INCLUDING TERMINATION OF AGREEMENT

Provider's failure to perform pursuant to the terms of this Agreement may result in non-payment, delay of payment, and/or termination as provided under this Agreement. Such non-compliance can result in any or all of the additional following actions; temporary withholding of payments, pending correction of all deficiencies by the Provider; and suspension of Grant funds up to and including termination of the Agreement. This Agreement may be terminated by 211 California upon five (5) days written notice via certified U.S. mail, hand delivery, or email to the Provider's designated representative, to the physical or email address provided by Provider in this Agreement, upon cancellation, termination, and/or expiration of the Grant with 211 LA. In the event this Agreement is terminated, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and property purchased with grant funds to 211 California, within thirty (30) days after termination of the Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to 211 California. In the event this Agreement is terminated due to the termination of the Grant, the Provider shall be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 17: AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement.

ARTICLE 18: EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be paid. The Provider shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

ARTICLE 19: ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from 211 California's contract administrator: Richard Abrusci, Board Chair, or designee.

ARTICLE 20: CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Any and all litigation arising under the Agreement shall be instituted in the appropriate court of general jurisdiction in Sacramento, California.

ARTICLE 21: AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

ARTICLE 22: PUBLICITY AND ACKNOWLEDGMENTS

Provider is highly encouraged to publicly promote the California vs. Hate Resource Line and Network through social media, or other publicity channels. To support promotion efforts, 211LA will provide Provider with pre-approved templates and imagery. If Provider wants to use a locally created asset that is not part of the pre-approved templates, Provider must review and approve the locally created asset before it is publicly shared. Unless a part of a pre-approved asset, Provider may not use California Civil Rights Department, 211 LA's name, marks, or logos in externally facing marketing or communications assets associated with Provider's activities or the services without the express prior written permission of 211 California. All marketing materials should reference the Contract as California vs. Hate Resource Line and Network.

IN WITNESS WHEREOF, CALIFORNIA 211 PROVIDERS NETWORK and Community Action Partnership of Kern, have executed this Agreement.

_____	_____
Provider Authorizing Official	211 California Authorizing Official
_____	_____
Print Name	Print Name
_____	_____
Date	Date

Provider FEIN#: _____

Provider SAM Cage Code: _____

Provider Unique Entity ID: _____

APPENDIX A
SCOPE OF WORK

This information describes the overall project items covered by this Agreement. 211 California has the sole responsibility of assigning tasks along with the corresponding priorities.

Provider agrees to provide the following activities in which deliverables will be defined by 211 California and Lead Partner 211 LA, and agreed to by the Provider:

- Provide overflow back up support to the 833-8-NO-HATE resource line for up to 100 reports taken using a web-based tool during a 12-month period.
- For overflow reports, provide "in-language" services to anyone seeking to report a hate crime or incident through the CA vs Hate Resource Line and Network, referring to the language that a person understands. Utilize a subcontractor for translating services when necessary.
- For overflow calls as appropriate, provide referrals to culturally competent services and resources including mental health services and social safety net providers.
- Refer or transfer all hate reporting calls on 2-1-1 to the 833-8-No-Hate resource line.
- Review and update your database with appropriate service-related referrals.
- Identify a primary program contact for information sharing and service coordination.
- Provide monthly call wait times for all calls that come through the 2-1-1 dialing code.
- Attend quarterly network coordination and training meetings as optional
- Attend up to 10 hours of training on cultural competence, report tool and how to take a hate report before hard launch (February 2023)
- Share information regarding CA vs Hate on 211 social media and website (via listing in your referral database)

Budget:
The approved budget for the Provider through this Agreement is as follows:

Contract Year 1 (November 1, 2022 – June 30, 2023): $8,750
Contract Year 2 (July 1, 2023 – June 30, 2024): $15,000
Contract Year 3 (July 1, 2024 – June 30, 2025): $15,000

APPENDIX B

SUB BUSINESS ASSOCIATE AGREEMENT (for Business Associate Use)

This Sub Business Associate Agreement (the "Sub-BAA") is entered into on this XX day of FILL IN HERE, 20XX (the "Effective Date") by and between the Information and Referral Federation of Los Angeles County dba 211 LA County, ("Business Associate"), and FILL IN HERE ("Sub-Business Associate") (each a "Party" and collectively the "Parties").

WHEREAS, Business Associate has entered into a contract with a covered entity (the "Covered Entity") to provide services to Covered Entity (the "Covered Entity Contract");

WHEREAS, in providing services pursuant to the Covered Entity Contract, Covered Entity may disclose Protected Health Information ("PHI") (as defined below) to Business Associate;

WHEREAS, to assist in providing certain services to Covered Entity pursuant to the Covered Entity Contract, Business Associate has entered into a written agreement with Sub-Business Associate to provide certain specified Services to Business Associate (the "Underlying Contract(s)");

WHEREAS, in providing Services pursuant to the Underlying Contract(s) with Business Associate, Sub-Business Associate may also have access to PHI;

WHEREAS, Business Associate entered into a Business Associate Agreement with Covered Entity whereby the Business Associate has agreed to require any agent or subcontractor, to whom it provides PHI received from or on behalf of the Covered Entity, to agree to the same restrictions and conditions that apply to the Business Associate through the Business Associate Agreement;

WHEREAS, Business Associate is further required by law to assure that its Sub-Business Associate adheres to the certain privacy requirements as provided under the privacy and security regulations issued under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as set forth in 45 C.F.R. Parts 160 and 164, and as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (the "HIPAA Privacy Rule" and "HIPAA Security Rule");

WHEREAS, Business Associate and Sub-Business Associate wish to modify the Underlying Contract(s) to include certain provisions required by the HIPAA Privacy Rule and HIPAA Security Rule;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity and/or Business Associate to Sub-Business Associate under the Underlying Contract(s) in reliance on this Sub-BAA, the Parties agree as follows:

1. DEFINITIONS. For purposes of this Sub-BAA, the terms below shall have the meanings given to them in this Section. Other capitalized terms used in the HIPAA Privacy Rule and HIPAA Security Rule, but not defined in this Sub-BAA, shall have the same meaning as those terms are defined in the HIPAA Privacy Rule and HIPAA Security Rule.

1.1 Business Associate shall mean the entity or entities identified above as Business Associate.

1.2 Data Aggregation shall mean, with respect to PHI created or received by Business Associate or Sub-Business Associate in the capacity as the business associate or sub-business associate of Covered Entity, the combining of such PHI by Business Associate or Sub-Business Associate with the PHI received by Business Associate or Sub-Business Associate in the capacity as a business associate or sub-business associate of another covered entity, to permit data analyses that relate to the Health Care Operations (defined below) of the respective Covered Entities. The meaning of "data aggregation" in this Amendment shall be consistent with the meaning given to that term in the Privacy Rule.

1.3 Designated Record Set shall mean a group of Records maintained by or for the Covered Entity that: (a) consists of medical records and billing records about individuals maintained by or for the Covered Entity; (b) consists of the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) consists of Records used, in whole or part, by or for the Covered Entity to make decisions about individual patients. As used herein, the term "Record" shall mean any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for a provider. The term "designated record set," however, shall not include any information in the possession of Business Associate or Sub-Business Associate that is (i) the same as information in the possession of Covered Entity (information shall be considered the same information even if the information is held in a different format, medium or presentation or it has been standardized); (ii) any information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, including but not limited to, any information subject to the attorney-client privilege, trial preparation immunity, attorney work product, peer review privilege or other privilege under applicable law; or (iii) any information that constitutes "psychotherapy notes" as defined in 45 C.F.R. § 164.501.

1.4 **De-Identify** shall mean to alter the PHI such that the resulting information meets the requirements described in 45 C.F.R. § 164.514(a) and (b).

1.5 **Disclosure** shall mean the same as the term "disclosure" means in 45 C.F.R. § 164.501.

1.6 **Effective Date** shall mean the date first written above.

1.7 **Electronic PHI ("ePHI")** shall mean any PHI maintained in or transmitted by electronic media as defined in 45 C.F.R. § 160.103.

1.8 **Health Care Operations** shall have the meaning given to that term in 45 C.F.R. § 164.501.

1.9 **HHS** shall mean the U.S. Department of Health and Human Services.

1.10 **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the America Recovery and Reinvestment Act of 2009, Public Law 111-5.

1.11 **Individual** shall mean the same as the term "individual" means in 45 C.F.R. § 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.12 **Privacy Rule** shall mean that portion of the HIPAA Regulations set forth in 45 C.F.R. Part 160 and in subparts A and E of 45 C.F.R. Part 164.

1.13 **Protected Health Information or PHI** shall mean information transmitted or maintained in any form or medium, including demographic information collected from an individual, that (i) is created or received by Business Associate or Sub-Business Associate; and (ii) is related 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 (a) identifies the individual or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.14 **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. This term shall not include trivial

incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate or Sub-Business Associate.

1.15 **Secretary** shall mean the Secretary of the Department of Health and Human Services, or his or her designee.

1.16 **Services** means the services provided by Sub-Business Associate, as specified in the Underlying Contract(s).

1.17 **Sub-Business Associate** shall mean the individual(s), entity or entities identified above as Sub-Business Associate.

1.18 **Unsecured PHI** shall mean PHI that has not been secured in accordance with standards promulgated by the Secretary of HHS under Section 13402(h)(2) of the HITECH Act.

1.19 **Use** shall mean the same as "use" means in 45 C.F.R. § 164.501.

2. **Use and Disclosure of PHI -** With regard to its Use and/or Disclosure of PHI, Sub-Business Associate agrees to:

2.1 Not Use or Disclose PHI other than as permitted or required by this Sub-BAA or as Required by Law. Sub-Business Associate may Use and Disclose PHI only if its Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.

2.2 Except as otherwise provided in this Sub-BAA, use or disclose PHI as reasonably necessary to provide the Services described in the Underlying Contract(s) to the Business Associate, and to undertake other activities of Sub-Business Associate permitted or required of Sub-Business Associate by this Sub-BAA or as required by law.

2.3 Except as otherwise limited by this Sub-BAA, use PHI in its possession for the proper management and administration of Sub-Business Associate's business and to carry out the legal responsibilities of Sub-Business Associate. Sub-Business Associate may disclose PHI for its proper management and administration, provided that (i) such disclosures are required by law; or (ii) Sub-Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from such third party that the PHI will be held confidential as provided under this Sub-BAA and used or further disclosed only as required by

law or for the purposes for which it was disclosed to such third party; and (b) an agreement from such third party to notify Sub-Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of such breach.

2.4 Use or disclose only the minimum necessary amount of PHI, in accordance with Section 13405(b) of the HITECH Act, or any implementing regulations adopted thereunder for each use or disclosure of PHI hereunder.

2.5 Make available to Covered Entity and/or Business Associate upon request any PHI that Sub-Business Associate has received from Covered Entity and/or Business Associate or created for the purposes of performing Services pursuant to the Underlying Contract(s) that Sub-Business in its possession.

3. Appropriate Safeguards to Prevent Misuse of PHI. Sub-Business Associate agrees to:

3.1 Use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Sub-BAA.

3.2 Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards (the "Safeguards") that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Sub-Business Associate creates, receives, maintains, or transmits on behalf of Business Associate and/or Covered Entity. Sub-Business Associate agrees to take reasonable steps to ensure that the actions or omissions of its employees or agents do not cause Sub-Business Associate to breach the terms of this Sub-BAA.

4. Agreements with Agents or Subcontractors. Sub-Business Associate shall ensure that any of its agents and subcontractors that have access to or to which Sub-Business Associate provides PHI agree in writing to the restriction and conditions concerning uses and disclosures of PHI contained herein and agree to implement reasonable and appropriate Safeguards to protect any ePHI that it creates, receives, maintains or transmits on behalf of Sub-Business Associate or Business Associate.

5. Availability of Books and Records. Sub-Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Business Associate and/or Covered Entity's compliance with the HIPAA Privacy Rule, the HIPAA Security Rule, and the Sub-BAA.

6. **Reporting Disclosures of PHI and Security Incidents.** Sub-Business Associate agrees to report to Business Associate any Use or Disclosure of PHI not provided for by this Sub-BAA of which Sub-Business Associate becomes aware. Sub-Business Associate agrees to report to Business Associate any Security Incident affecting ePHI of Covered Entity and/or Business Associate of which Sub-Business Associate becomes aware. Sub-Business Associate agrees to report any such event without unreasonable delay, but in no event later than ten (10) business days of becoming aware of the event.

7. **Reporting Breaches of PHI.** Sub-Business Associate shall notify Business Associate in writing without unreasonable delay after discovery of any Breach of Unsecured PHI in accordance with 45 C.F.R. § 164.410, but in no case later than ten (10) business days after discovery. Sub-Business Associate shall provide information regarding such Breach, including, to the extent possible, (i) identification of each individual whose Unsecured PHI has been, or is reasonably believed by Sub-Business Associate to have been accessed, acquired, or disclosed during such breach; (ii) date of the breach; (iii) types of PHI involved; and (iv) mitigation actions taken by Sub-Business Associate. Thereafter, the information shall be timely supplemented with additional information as may be obtained by Sub-Business Associate.

8. **Mitigation of Disclosures of PHI.** Sub-Business Associate shall use reasonable commercial efforts to mitigate any harmful effect that is known to Sub-Business Associate of a Use or Disclosure of PHI by Sub-Business Associate or its agents or subcontractors in violation of the requirements of this Sub-BAA.

9. **Access to PHI by Individuals.**

9.1 Upon request, Sub-Business Associate agrees to furnish Business Associate with copies of the PHI maintained by Sub-Business Associate in a Designated Record Set to enable Business Associate and/or Covered Entity to provide access to the PHI under 45 C.F.R. § 164.524, in the time and manner designated by the Business Associate and/or Covered Entity.

9.2 In the event any individual or personal representative requests access to the individual's PHI directly from Sub-Business Associate, Sub-Business Associate shall forward that request promptly to Business Associate. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the responsibility of Covered Entity.

10. Amendment of PHI.

10.1 Upon request from Business Associate and Covered Entity, Sub-Business Associate shall amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Sub-Business Associate, as directed by Business Associate and Covered Entity in accordance with procedures established by 45 C.F.R. § 164.526. Any such request to amend such information shall be completed by Sub-Business Associate within fifteen (15) business days of Business Associate and Covered Entity's written request.

10.2 In the event that an individual requests that Sub-Business Associate amend such individual's PHI or Record in a Designated Record Set, Sub-Business Associate shall forward such request promptly to Business Associate. Any amendment of, or decision not to amend, the PHI or Record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI shall be the sole responsibility of the Covered Entity.

11. Accounting of Disclosures.

11.1 Sub-Business Associate shall document any disclosures of PHI made by it, to the extent that Business Associate would have an obligation to account for such disclosures pursuant to the HIPAA Privacy Rule and/or HIPAA Security Rule. Sub-Business Associate also shall make available information related to such disclosures as would be required for Business Associate to respond to a request for an accounting of disclosures. At a minimum, Sub-Business Associate shall furnish Business Associate the following with regard to any covered disclosure by Sub-Business Associate: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and, if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure.

11.2 Sub-Business Associate agrees to implement an appropriate recordkeeping system to enable it to comply with the requirements of this Section. Sub-Business Associate agrees to retain such records for a minimum of six (6) years.

11.3 Sub-Business Associate shall furnish to Business Associate information collected in accordance with this Section, promptly, but in no event later than thirty (30) days after written request by the Business Associate, to permit Business Associate to make an accounting of disclosures.

11.4 In the event that an individual delivers the request for an accounting directly to Sub-Business Associate, Sub-Business Associate shall forward such request promptly to Business Associate.

12. Term and Termination.

12.1 This Sub-BAA shall become effective on the date first written above, and shall continue in effect until all obligations of the Parties have been met under the Sub-BAA and the Underlying Contract(s).

12.2 Either Party may terminate immediately this Sub-BAA, the Underlying Contract(s), and any other related agreements if that Party makes a determination that the other Party has breached a material term of this Sub-BAA and the defaulting Party has failed to cure that material breach to the no-defaulting Party's reasonable satisfaction within thirty (30) days after written notice from the non-defaulting Party.

12.3 Upon termination of the Sub-BAA or Underlying Contract(s) for any reason, all PHI maintained by Sub-Business Associate shall be returned to Business Associate or, if given written permission destroyed by Sub-Business Associate. Sub-Business Associate shall not retain any copies of such information. This provision shall apply to PHI in the possession of Sub-Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Sub-Business Associate's judgment, Sub-Business Associate shall furnish Business Associate with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Sub-Business Associate will extend the protections of this Sub-BAA to such information for as long as Sub-Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. This Section 12.3 shall survive any termination of this Sub-BAA.

13. Notice. Any notice required or permitted by this Sub-BAA shall be given in writing and delivered by first class mail or overnight delivery service to the receiving party at the following addresses:

To Business Associate:
211 LA County
526 W Las Tunas Drive
San Gabriel, CA 91776
Attn: Human Resources

To Sub-Business Associate:
FILL IN HERE
FILL IN HERE
FILL IN HERE
Attn: FILL IN HERE

14. Miscellaneous.

14.1 Amendments/Waiver. This Sub-BAA may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

14.2 Interpretation and Effect of Sub-BAA. This Sub-BAA is part of and subject to the terms of the Underlying Contract(s), except that to the extent any terms of this Sub-BAA conflict with any terms of the Underlying Contract(s), the terms of this Sub-BAA shall govern.

14.3 Regulatory References. A reference in this Sub-BAA to a section in the HIPAA Privacy Rule or the HIPAA Security Rule means the section as amended by the HITECH Act, and as further amended, from time to time.

14.4 Indemnification. Sub-Business Associate shall indemnify, hold harmless and defend Business Associate from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Sub-Business Associate in connection with the representations, duties and obligations of Sub-Business Associate under this Sub-BAA. The parties'

respective rights and obligations under this Section 14.4 shall survive termination of the Sub-BAA.

14.5 No Third Party Beneficiaries. Nothing in this Sub-BAA shall confer upon any person, other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

14.6 HITECH Act Compliance. The Parties acknowledge that the HITECH Act includes significant changes to the HIPAA Privacy Rule and the HIPAA Security Rule. Many of these changes will be clarified in forthcoming regulations. Each Party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder. Also, each Party agrees to negotiate in good faith to modify this Agreement as reasonably necessary to comply with the HITECH Act and its implementing regulations, as they become known and effective.

IN WITNESS WHEREOF, this Sub-BAA is executed by the Parties as of the Effective Date.

211 LA County	FILL IN HERE "Sub-Business Associate"
_____	_____
Print Name: FILL IN HERE	Print Name: FILL IN HERE
Print Title: FILL IN HERE	Print Title: FILL IN HERE
Date: FILL IN HERE	Date: FILL IN HERE

BOARD OF DIRECTORS

2023 BOARD & STANDING COMMITTEE MEETING CALENDAR

MONTH	PERSONNEL COMMITTEE	PRE COMMITTEE	B & F COMMITTEE	AUDIT & PENSION COMMITTEE	EXECUTIVE COMMITTEE	BOARD MEETINGS
January	1/4	1/11	1/18	1/19		1/25
February	2/1	2/8	2/15			2/22
March	3/8	3/15	3/22			3/29
April	4/5	4/12	4/19	4/20		4/26
May	5/10	5/17	5/24			5/31
June	6/7	6/14	6/21			6/28
July					7/19	
August	8/2	8/9	8/16	8/17		8/30
September	9/6	9/13	9/20			9/27
October	10/4	10/11	10/18			10/25
November	11/1	11/8	11/15	11/16		11/29
December					12/13	

- Board of Director Meetings and Committee Meetings are generally held at the Community Action Partnership or Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA, or in some cases, remotely during a declared emergency. Notice of change in meeting location will be given in advance.

- Community Action Partnership of Kern follows the meeting guidelines of the Ralph M. Brown Act. All meetings are open to the public.

Notes:

- August Committee meetings are held one week early due to the NCAP Annual Convention from August 22-24, 2023. The Board meeting will be held on August 29, 2023.

- November Committee meetings will be held a week earlier due to the Thanksgiving Holiday on November 23-24, 2023. The Board meeting will be held after Thanksgiving on the last Wednesday of the month, November 29, 2023.

- No Standing Committee or Board meetings are scheduled in July & December. All items will be heard by the Executive Committee.

Approved _____

MEMORANDUM

To: Board of Directors

From: Lisa Gonzales, Program Governance Coordinator

Date: November 30, 2022

Subject: *Agenda Item VII(a)*: November Policy Council Report – **Action Item**

The Policy Council met on October 27, 2022, at The Padre Hotel for their member recognition banquet and final meeting of the 2021-2022 term for which quorum was established.

Jeremy Tobias, CAPK CEO and Yolanda Gonzales, Head Start/State Child Development Director recognized Policy Council members for their commitment, time, and dedication they have shown in serving on the Council. Deep gratitude was expressed for all they do in support of the program, thus benefiting the children and families served as well as the community as a whole.

Assistant Director, Jerry Meade presented information to Policy Council members regarding the Head Start/Early Head Start 2023-2024 refunding application. Budget detail was provided and reviewed with members in depth with an opportunity for questions and answers. Members unanimously approved the submission of the 2023-2024 Head Start/Early Head Start refunding application to the Office of Head Start.

The next Policy Council meeting is scheduled for November 15, 2022, which will be the first meeting of the 2022-2023 term.

Recommendation:
The Policy Council requests Board approval of the November Report and the Policy Council meeting minutes from October 27, 2022.

Attachment:
Policy Council Meeting Minutes from October 27, 2022.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES
October 27, 2022
The Padre Hotel – The Belvedere Room
1702 18th Street, Bakersfield, CA 93301

1. Call to Order
   Policy Council Chairperson, Andrea Martinez called the meeting to order at 6:33 p.m.
   a. Policy Council Secretary, Monique Davis conducted roll call; quorum was established.
   Policy Council Members Present: Dominique Bassi, Monique Davis, Isabelle Diaz, Teresa Fajardo, Kaylonie Howard, Michelle Jara-Rangel, Anastasia Lester, Andrea Martinez, 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
      School Readiness chairperson, Monique Davis, provided a summary of what has taken place during committee meetings over the 2021-2022 term. Information shared with committee members during their term of service included, a presentation discussing the various components to "school readiness" such as but not limited to, family engagement, health and nutrition, education and more. It was shared committee members also learned about the various assessments and how data collected from such is used to create school readiness goals. They also had an opportunity to provide feedback and input on the school readiness goals which were then CAPK Board of Directors and Policy Council approved and are now implemented in the current program year.
   b. Planning Committee
      Isabelle Diaz, Policy Council Planning Committee chairperson stated the committee met on October 4, 2022; quorum was established. The Division/Program monthly activity report was shared and reviewed with the committee. This included enrollment information for Head Start and Early Head Start, with Head Start at 56% and Early Head Start at 66% enrollment. The Child Adult Care Food Program (CACFP) noted 49,303 meals were prepared by the Central Kitchen in August 2022. The division staffing report noted there are 108 vacant positions. A brief explanation about the program's refunding application which is due December 1, 2022 was shared with the committee. It was stated the program is entering into the fifth year of the grant cycle and will begin developing another 5-year strategic plan. More on this topic to be shared later in the meeting as it is an action item on the agenda.
   c. Budget & Finance Committee
      Budget and Finance Committee chairperson, Pablo Reyes stated that over the past year of this term, the committee has had the opportunity to review all financial documents, from the Head Start, Early Head Start, No Cost Extension, grants and more. The parent activity as well as parent local travel and childcare reports were also shared on a monthly basis. During each meeting committee members had the opportunity to ask question, seek clarification and to comment on any and all information. In addition to the above noted reports, non-federal share in-kind reports and totals were also reported on and shared with members.
   d. Bylaws Committee
      Dominique Bassi, Bylaws Committee chairperson shared the committee met on four occasions. Over the course of these meetings the Policy Council Bylaws were reviewed in their entirety to ensure the document was meeting the needs of the Council. Upon conclusion of the review, it was found that the document didn't warrant any changes and was in alignment with the needs of the Council. The committee also had an opportunity to gain new learning as they in a group setting, participated in an inter-active, self-paced 5-part training module. This training tool, Head Start Leadership and Governance: Values, Regulations and Skills, can be found on the Early Childhood Learning and Knowledge Center (ECLKC) website.

4. Presentations
   a. Recognition of 2021-2022 Policy Council Members – Jeremy Tobias, CEO Community Action Partnership of Kern & Yolanda Gonzales, Head Start/State Child Development Director
      Jeremy Tobias and Yolanda Gonzales expressed words of gratitude and appreciation to Policy Council members for their term of service and the commitment they have shown. One by one members were called upon as Jeremy and Yolanda presented them with certificates of recognition and letters of recommendation.

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 – September 27, 2022 (English/Spanish)
   b. Budget & Finance Committee Meeting Minutes – September 20 , 2022
   c. Planning Committee Meeting Minutes – September 6, 2022 (English/Spanish)
   d. Planning Committee Meeting Minutes – October 4, 2022 (English/Spanish)
   e. Head Start Budget vs. Actual Expenditures, March 1, 2022, to September 30, 2022
   f. Early Head Start Budget vs. Actual Expenditures, March 1, 2022, to September 30, 2022
   g. San Joaquin Early Head Start Budget vs. Actual Expenditures, February 1, 2021, to September 30, 2022
   h. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures, March 1, 2021, to September 30, 2022
   i. American Rescue Funding Expenditures April 1, 2021 to September 30, 2022
   j. Parent Local Travel & Childcare through September 30, 2022
   k. Parent Activity Funds through September 30, 2022
   l. Kern Head Start and Early Head Start Non-Federal Report, March 1, 2022, to September 30, 2022
   m. San Joaquin Early Head Start Non-Federal Report, March 1, 2021, to September 30, 2022
   n. Early Head Start Child Care Partnership Non-Federal Report, March 1, 2022 to September 30, 2022
   o. Head Start Program Review Evaluation (PRE) Report – September 2022
   p. ACF-IM-HS-22-07 Reporting Child Health & Safety Incidents: Issuance Date: September 27, 2022
   q. Head Start Recruitment Flyer
   r. Home Visiting Program (English/Spanish)
   s. Monthly Parent Trainings with Dr. Kirk – Head Start Wellness
   t. Children's Mobile Clinic – November 2022 (English/Spanish)

Items (e) through (n) were removed from the consent agenda for presentation and discussion as they were not reviewed at the most recent Budget & Finance Committee due to lack of quorum. Teresa Fajardo made a motion to approve remaining consent items (a) through (d) and (o)-(f); seconded by Monique Davis. Motion carried unanimously.

Louis Rodriguez, Finance Administrator presented and reviewed items (e) through (n) in detail. Upon conclusion of such including a question and discussion period, a motion for approval was made by Monique Davis and seconded by Pablo Reyes; motion carried unanimously.

6. New Business *ACTION
   a. Head Start/Early Head Start 2023-2024 Refunding Application – Jerry Meade, Assistant Director
      Jerry spoke to a previous approval (by Policy Council) for submission of a budget revision and program option change for a reduction in slots to the Office of Head Start. He added a notice of award will be released once approved by the Office of Head Start. Jerry further shared staff is preparing the annual refunding application to reflect the aforementioned approved program option change. It was noted this annual refunding application will be the fifth year of the 5-year grant cycle and will support funding for the budget year March 1, 2023 to February 28, 2024. When submitting the annual application, an update to program goals as well as budget detail will also be included. It was noted there is an increase stemming from the 2022 Cost of Living Adjustment (COLA) and Quality Improvement funding awarded. The rising cost in health insurance also lends to a significant budget impact. Jerry also spoke about the program's infrastructure, as related to construction projects, loss of some facilities as well as acquiring others. Updates to program goals as well as budget detail information was provided to all members, reviewed, and discussed at length with an opportunity to pose questions, and seek

clarification. Upon conclusion of such, a motion was made by Anastasia Lester; seconded by Michelle Jara-Rangel to approve the submission to the Office of Head Start, the refunding application for Head Start and Early Head Start Grant #09CH011132 for the funding year 2023-2024. Motion carried unanimously.

7. Standing Reports
   a. Program Governance – Lisa Gonzales, Program Governance Coordinator
      Lisa expressed appreciation for the opportunity to have this recognition event/meeting in person, for the first time since 2019. She thanked members for their attendance, noting how wonderful it was to see everyone and have those in person interactions. Lisa thanked members for their commitment and service to Policy Council over this past term, adding that together Council members have a combined total of 25 years of service, which is incredible! In closing, Lisa also thanked staff members for all their support and wished Policy Council members well as they continued on their journey. Lisa added she looks forward to the upcoming 2022-2023 Policy Council term and seeing those members who were elected and will continue their service.
   b. Community Representative – Nila Hogan, Y-Empowerment and Anastasia Lester, First 5 Kern
      Anastasia noted that information was provided to members to via email and was also available this evening in print. This information included a variety of family friendly "national" days taking place in November, beginning with National Author's Day and National Literacy Day, with everyone encouraged to get a library card if they don't already have one. A reminder about the upcoming Daylight Savings time and turning our clocks back 1 hour was also stated. A variety of Thanksgiving activities were also shared. Ana spoke to her connection to the program as a previous employee and about the opportunity she has had to serve on the Council, share information, and provide resources to parents of children enrolled in the program.
   c. Early Head Start Partnership – Jasmine Ponce
      Jasmine shared in early October Garden Pathways in collaboration with CAPK held a one-stop shop resource fair with twenty-six community partners providing resources to attendees. There were approximately two hundred people in attendance throughout the day. Staff is looking forward to offering this opportunity again in spring of 2023. Bakersfield College welcomed families into their new infant classroom on October 17, 2022; with Escuelita Hernandez welcoming families into their new infant classroom on October 24, 2022. Upcoming on October 29, 2022 Family Advocates will attend the Annual Immigrant Civil Rights Conference to be held at Cal State Bakersfield. Jasmine reported that since start of the program year in July, Family Advocates have established approximately thirty-six family goals and provide over 130 resources. There are currently thirty-five families registered for ReadyRosie.
   d. Board of Directors – Michelle Jara-Rangel, CAPK Board Member
      Michelle reported the Board of Directors (BOD) met on September 28, 2022. A video presentation featuring Susana Magana, Director of Health & Nutrition was shared. It was noted this video was also placed on social media and used as a PSA on local television to promote Hispanic Heritage Month. All but two consent agenda items were approved. The two items removed for further discussion were, the employee end of year gift and the Head Start CRRSA & American Rescue Plan 22/23 Budget Revision. The Board recommended staff address the concerns stemming from the employee end of year gift and provide revisions to the Personnel Committee. Additionally, it was felt that the memo that accompanied the requested budget revision was unclear and further clarification was requested. Chief Financial Officer Tracy Webster provided clarification with no further action required. There was not any action taken on new business items, they were presented only as informational. Lisa Gonzales presented the Policy Council report to the board. Jeremy Tobias provided a verbal report on the status of COVID cases stating employee cases are trending downward and at this time there are no outbreak sites. Jeremy also stated that he was happy to announce the Office of Head Start has released latest information and the mandatory mask requirement for Head Start and Early Head Start centers has ended. The only CAPK site still mask mandated is the M Street Navigation Center due to state rules. The Board entered into closed session at 1:33 p.m. to review two items, conference with real property negotiators and conference with legal counsel Upon reconvening at 2:09 p.m. Jeremy provided a closed session report stating staff provided a report regarding price and terms of property and legal counsel advised the Board of a potential legal matter with no action taken on either item. This meeting of the CAPK Board of Directors adjourned at 2:11 p.m.
   e. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director
      Yolanda thanked Policy Council members for their work and commitment during this term. She also thanked members for their patience and support as the program navigated health and safety

changes. Yolanda shared that licensing has been conducting site visits and she pleased to announce there haven't been any areas of non-compliance. It was added that recruitment to support full enrollment continues with parents were encouraged to share their story with others. It was stated that in the recruitment of staff, a job fair was recently held which was quite successful with many participants attending and several interviews conducted on the spot. Yolanda again thanked members for all they do and stated she was looking forward to seeing returning members in the 2022-2023 Policy Council term.

8. Policy Council Chairperson Report
   Andrea thanked everyone for their attendance. She noted how great it was to see everyone in person and expressed gratitude for such. Andrea stated she was appreciative for the opportunity to participate on Policy Council adding it helped to enhance her advocacy skills and she will take that with her forever.

9. Policy Council Member Comments
   Members were given an opportunity to share comments with several members expressing appreciation and thankfulness for their time of service on Policy Council. Others noted that they would be moving on but will take their experiences and all they learned with them as they navigate other opportunities. Much gratitude was also given for staff and their support of members.

10. Adjournment
    Meeting was adjourned at 7:58 p.m.

MEMORANDUM

To: Board of Directors

From: Freddy Hernandez, Director of Youth & Community Services

Date: November 30, 2022

Subject: *Agenda Item VIII(b):* Friendship House – Advisory Board Update – **Info Item**

On Thursday November 10, 2022, the Friendship House Advisory Board held a meeting to discuss fundraising projects and Friendship House facility updates.

Members of the Advisory Board received an update on how much money was raised through the Chipotle ($241.00) and Zumba ($1,561) fundraiser events that took place in the month of September 2022. The advisory board discussed the idea of future Zumba events with the goal of finding community sponsors who could provide health education to participants. The board also discussed the idea of bringing back community fundraising mixers, like the ones that took place prior to COVID-19.

Catherine Anspach, Director of Development, had the opportunity to introduce herself and discuss the CAPK Huggy Heart fundraising idea created by the CAPK Foundation in order to support community programs. Staff also had an opportunity to provide an update on the lighting and fencing project for the Friendship House.

The Advisory Board offered to purchase the Friendship House students winter coats after Lois reported that some of our students did not have a jacket for the winter. The idea of having a coat drive in the future was also discussed in order to assist families in the community. The next Advisory Board meeting will be held on January 19, 2023.