



DATE: March 29, 2023

TIME: 12:00 pm

LOCATION: CAPK Administrative Office  
5005 Business Park North  
Bakersfield, CA 93309

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## Board of Directors Meeting Agenda

### I. Call to Order

#### a. Roll Call

Fred Plane (Chair)

Maritza Jimenez (Vice Chair)

Ana Vigil (Secretary)

Michelle Jara-Rangel (Treasurer)

Denise Boshers

Jimmie Childress

Mia Cifuentes

Jeff Flores

Curtis Floyd

Nila Hogan

Jonathan Mullings

Yolanda Ochoa

Marian Panos

Guadalupe Perez

### II. 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.*

### III. Special Presentation

#### a. None

### IV. Consent Agenda

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

- a. **Minutes from February 22, 2023, Board of Directors Meeting (p. 4-8)**
- b. **Minutes from the March 8, 2023 Personnel Committee Meeting (p. 9-11)**
- c. **Goal 4 Strategic Plan Update (p. 12-15)**
- d. **Head Start Personnel Update (p. 16)**
- e. **Revised Head Start Non-Represented Job Descriptions (p. 17-24)**
- f. **Head Start and State Child Development Revised and New Job Descriptions (p. 25-35)**
- g. **Head Start and State Child Development Division Reorganization (p. 36-37)**
- h. **CAPK Foundation New Position: Assistant to the Director (p. 38-43)**
- i. **Updated Food Service Manager Job Description and Central Kitchen Organizational Chart (p. 44-49)**
- j. **New IT Position: Service Desk Lead (p. 50-53)**
- Program Review & Evaluation Committee Agenda Items – No Quorum**
- k. **February 2023 Program Reports (p. 54-87)**
- l. **February 2023 Application Status Report & Funding Profiles (p. 88-95)**
- m. **February 2023 Head Start / State Child Development Enrollment Update & Meals Report (p. 96-97)**
- n. **2021-2025 Strategic Plan Update for Goal 3 (p. 98-99)**
- o. **Minutes from the March 22, 2023, Budget & Finance Committee Meeting (p. 100-104)**
- p. **Head Start / Early Head Start Budget to Actual Reports for January, 2023 (p. 105-118)**

- q. Resolution to Approve the Submission of the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Contract #23J-5716 **(p. 119-121)**
- r. Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project **(p. 122-166)**
- s. Contract Renewal for Continued Funding of Positive Youth Development Mentor Program **(p. 167-191)**
- t. Funding Increase Request for a Cost-of-Living Adjustment (COLA) and Quality Improvement Funding **(p. 192-194)**
- u. Goal 6 Strategic Plan 2021-2025 Update **(p. 195-199)**
- v. January 2023 Financial Statements **(p. 200-254)**

**V. New Business**

- a. Governor's Office of Business and Economic Development (GO-Biz) Community Economic Resiliency Fund Program: Kern Coalition (Kern CERF Coalition) Regional Convenor Memorandum of Understanding or Contract for Services – **Action Item (p. 255-271)** Pritika Ram, Chief Business Development Officer
- b. City of Bakersfield California Strategic Growth Council FY 2022-23 Transformative Climate Communities (TCC) Round 5 – Strategy 4: Solar Installation and Energy Efficiency – **Action Item (p. 272-370)** Vanessa Mendoza, Grant Administrator
- c. Amendment No. 2 to City of Bakersfield Agreement No. 2021-187, CDBG-CV – **Action Item (p. 371-379)** Emilio Wagner, Director of Operations
- d. E-Rate Internet Provider – **Info Item (p. 380)** Emilio Wagner, Director of Operations
- e. Notification of Data Breach – **Info Item (p. 381)** Emilio Wagner, Director of Operations

**VI. Advisory Board Reports**

- a. Head Start Policy Council Report – **Action Item (p. 382-387)** Nila Hogan, PC Representative
  - 1. March 2023 Policy Council Report
  - 2. February 28, 2023 Policy Council Minutes

**VII. Chief Executive Officer Report**

- a. CEO Report for March 2023 – **Info Item (Verbal Report)** Jeremy Tobias, Chief Executive Officer
  - 1. Update on Weather Related Emergency Response

**VIII. Board Member Comments**

**IX. Closed Session**

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

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

**X. Closed Session Report**

**XI. Next Scheduled Meeting**

Board of Directors Meeting  
12:00 pm  
April 26, 2023  
5005 Business Park North  
Bakersfield, CA 93309

**XII. 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](http://www.capk.org) by 12:00 pm, March 24, 2023. Paula Daoutis, Administrative Coordinator.*



DATE	February 22, 2023
TIME	12:00 pm
LOCATION	Hybrid Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	<a href="#">Click here to join the meeting</a>
PHONE NUMBER	(213) 204-2374 / ID 757 639 007#

## 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 12:04 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), Michelle Jara-Rangel (Treasurer), Denise Boshers, Jimmie Childress, Mia Cifuentes, Curtis Floyd, Nila Hogan, Jonathan Mullings, Marian Panos

Absent: Jeff Flores, Yolanda Ochoa, Guadalupe Perez

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.

#### b. Introduction of New Board Member Denise Boshers – Jeremy Tobias, Chief Executive Officer

Fred Plane introduced Denise Boshers, new Board Member representing the Private Sector. Denise thanked the Board for welcoming her.

Jeremy Tobias requested that agenda item IX(a.1) be moved, and introduced Louis Gill, the new Chief Program Officer. Mr. Gill will report for his first day of work tomorrow, Thursday, February 23. He provided a brief summary of his background and experience. Louis thanked the Board for the opportunity to serve CAPK and is looking forward to meeting the staff and getting up to speed quickly.

### II. Resolution approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361

#### a. Resolution #2023-02 – Jeremy Tobias, Chief Executive Officer - **Action Item**

Motion was made and seconded to approve Resolution #2023-02. Carried by unanimous vote (Jara-Rangel/Jimenez).

#### b. Governor's Executive Order N-29-20 and Assembly Bill 361 Update – Jeremy Tobias, Chief Executive Officer – **Info Item**



Jeremy Tobias reminded the Board that this is the last hybrid meeting, all committee and board meetings going forward will be held in-person. While there are minimal allowances for a member to join remotely, Jeremy explained that there must be a quorum of members present in-person, in the room. Jeremy further explained the allowance for an exception for a Board Member to attend virtually, but it must be an emergency situation and for just cause or traveling for business. If a member participates remotely, the member must be shown on camera and announce if any other person is in the room with them. The member must have both video and audio capabilities and can only attend remotely 2 times in one calendar year. If anyone falls into one of those categories, contact Paula to work through the details. Starting March 1<sup>st</sup> all committee and board meetings will be held in person at the CAPK Board Room. Fred Plane pointed out that ad-hoc committees are not subject to the Brown Act and can continue to meet remotely.

### III. Introduction of Guests / Public Forum

No one addressed the Board.

### IV. Special Presentation

None.

### V. Consent Agenda

Board Chair Fred Plane asked members of the Board, and the public, if they would like to remove any items from the Consent Agenda for further discussion. No items were removed.

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

### VI. New Business

#### a. Property & Casualty Insurance Renewal – Emilio Wagner, Director of Operations - **Action Item**

Emilio Wagner reported that final premium renewal numbers have been confirmed at \$613,912. CAPK's insurance broker, Bolton, proposed options to mitigate the premium by increasing the property deductible to \$5,000 and retention of Management Liability by \$25,000. Staff believes that keeping the deductible and retention low may prove to be the most cost-effective option due to potential loss.

Michelle Jara-Rangel asked about the older vehicles, and how long they are kept. Emilio said the vehicles are maintained for as long as they can, and they must have a depreciation value of \$5,000 or less, or we have to have permission to sell, and Emilio said that some programs get hand-me down vehicles and are happy to receive them.

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

#### b. Appointment of Joint Ad-Hoc Committee Between CAPK Board of Directors and CAPK Foundation Board of Directors – Catherine Anspach, Director of Development – **Action Item**

Catherine Anspach reported that there are ongoing discussions related to the financial model that the Foundation will follow to ensure adequate operation funding moving forward. There is more work to be done to work through the various options as well as determining how unspecified general donations are

made to the Foundation, and how those donations are distributed amongst CAPK programs. Staff recommends a joint ad-hoc committee comprised of 3 members from the CAPK Board and 3 members from the CAPK Foundation Board.

Maritza asked about the time commitment to serve on the joint ad-hoc committee. Pritika Ram responded and said it will likely be a multi-month process with at least one meeting per month.

Fred Plane said that he and Jeremy have had conversations about these topics and suggested the joint ad-hoc committee to get a cross-mix of expertise. Catherine said that staff will do research and bring information to the ad-hoc committee for review and recommendations.

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

c. Annual Budget for Fiscal Year 2023/2024 – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the proposed annual budget for Fiscal Year 2023/2024 and reported the budget has grown 91% since the 2017/2018 fiscal year. There are several components that make up the budget, Education, Nutrition, Energy Conservation, Community Services and CSBG used to fund multiple programs. Annual operating budget starts on March 1, 2023 is at \$109 million. The budget was developed with the program staff and was previously submitted in the January agenda. The annual budget is \$4.9 million greater than the prior budget year, a 9.9% increase.

Tracy used graphics to demonstrate the breakdown of expenses and income. The indirect budget breakdown includes the salaries and benefits for the administrative staff and said she is expecting there will be excess indirect funds of \$1.2 million.

Tracy also reported that the budget has been vetted through Budget & Finance Committee in January and February so the members have had the opportunity to review and ask questions.

Fred Plane asked if the new office space costs are included in the budget. Tracy replied that those costs are included and added that the indirect budget also includes additional positions to enhance the outreach team as well as the IT team.

Motion was made and seconded to approve the Annual Budget for Fiscal Year 2023/2024. Carried by unanimous vote (Boshers/Jara-Rangel).

## VII. **CAPK Foundation Report**

a. CAPK Foundation Report and Minutes from the November 29, 2022 Board of Directors Meeting – Catherine Anspach, Director of Development – **Action Item**

Catherine Anspach presented the above action item for approval and summarized the items presented during the November 29<sup>th</sup> meeting and provided updates to the status of Friendship House fencing and lighting project. Pritika Ram reported that the ribbon cutting for the Food Bank is being postponed. Catherine also advised the Board that 2 new Foundation Board members will be joining in the coming months, Janea Benton and Traco Matthews.

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

## **VIII. Advisory Board Reports**

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

Nila Hogan presented the above action item for approval and reported that the Policy Council items presented at the December 20, 2022 meeting were approved.

Motion was made and seconded to approve the February 2023 Policy Council report and all items. Carried by unanimous vote (Childress/Jara-Rangel).

## **IX. Chief Executive Officer Report**

- a. CEO Report for January 2023 – Jeremy Tobias, Chief Executive Officer – **Info Item**

1. Introduction of New Chief Program Officer Louis Gill  
Item was moved to agenda item I(b).

2. Items of General Interest.

At the last meeting, a request was made for the Board Chair to appoint an ad-hoc committee to review the employee benefits and working conditions. Board Chair Fred Plane appointed himself, Curtis Floyd and Maritza Jimenez. Jeremy said that an employee survey will go out tomorrow and he is hoping that the majority of staff will complete the survey, which will provide valuable data for the committee to review and analyze. The first meeting of the ad-hoc committee is on March 6.

Jeremy also reminded the Board that the virtual training sessions have begun and encouraged all to attend the live sessions or request to watch the recordings. Fred Plane asked if there is a requirement from our funding sources that the board is trained. Jeremy said that some funding contracts do have specific requirements, so we are tracking attendance. Michelle Jara-Rangel said that the Head Start contract requires specific trainings for the Board. Jeremy agreed and said we will advise the Board when there are required training topics.

Jeremy reminded the Board that last year, CAPK joined a group of five organizations that have agreed to work together to apply for the Community Economic Resilience Fund (CERF) that will apply for state funds to enhance our community. Kern Community College District is the fiscal agent, and each entity will be a subcontractor and has a specific role to play, and it is expected that the subcontractor agreement will be presented to the Board in the coming months. Jeremy advised the Board that a press conference is scheduled for tomorrow to inform the community of the \$5 million grant received and how those funds will be applied to planning and outreach and developing a plan for Kern County. Maritza asked to have the press conference info sent to the Board. Pritika Ram said there is a flyer with links to join virtually and will ask Paula to send that information to the Board.

Jeremy provided the Food Bank Expansion and construction update and said the completion is delayed due to a variety of issues. It is likely to be completed by August and staff has begun planning for the official ribbon cutting. Jeremy said the framework and outside metal walls are up and encouraged anyone to visit if they wish.

Jeremy added that with the in-person meetings returning, he reminded the Board that the agenda links go out the Friday prior to the meeting. iPads are available for use during the meeting and includes the complete agenda packet.

**X. Board Member Comments**

- Michelle Jara-Rangel added an off-topic comment about girl scout cookies going on sale and encouraged support.
- Maritza Jimenez said she really enjoyed yesterday's virtual training session presented by Jeremy and thanked staff for the valuable information these sessions will provide.
- Fred Plane welcomed Denise Boshers to the Board.

**XI. Next Scheduled Meeting**

Board of Directors Meeting  
12:00 pm  
Wednesday, March 29, 2023  
5005 Business Park North  
Bakersfield, CA 93309

**XII. Adjournment**

The meeting was adjourned at 12:49 pm.



DATE: March 8, 2023

TIME: 12:00 pm

LOCATION: CAPK Administrative Office  
5005 Business Park North  
Bakersfield, CA 93309

## Personnel Committee Minutes

### 1. Call to Order

Committee Chair Maritza Jimenez called the meeting to order at 12:05 pm 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), Guadalupe Perez, Nila Hogan, and Jonathan Mullings

Absent: None

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

### 3. Public Comments

No one addressed the Committee.

### 4. Regular Business

#### a. Goal 4 Strategic Plan Update – Lisa McGranahan, Director of Human Resources – ***Info Item***

Lisa McGranahan presented the above info item to the Committee.

Maritza Jimenez inquired on what the reactions are to the bilingual pay policy from staff. Lisa McGranahan responded that it has made an impact to turnover for those that qualified for tier 1. Lisa added that the feedback has been positive thus far.

#### b. Head Start Personnel Update – Jerry Meade, Assistant Director of Head Start, Program – ***Info Item***

Jerry Meade presented the above monthly informational report to the Committee.

Maritza Jimenez applauded the team on the recent successful Read Across America.

#### c. Revised Head Start Non-Represented Job Descriptions - Jerry Meade, Assistant Director of Head Start, Program – ***Action Item***

Jerry Meade presented the above action item for approval.

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

- d. Head Start and State Child Development Revised and New Job Descriptions - Jerry Meade, Assistant Director of Head Start, Program – **Action Item**

Jerry Meade presented the above action item for approval.

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

- e. Head Start and State Child Development Division Reorganization – Yolanda Gonzalez, Director of Head Start – **Action Item**

Yolanda Gonzales presented the above action item for approval and provided a summary of the proposed changes, including the addition of positions and reclassifications.

Nila Hogan asked for clarification of the positions being proposed. Yolanda responded that some of the new positions will be new, and others will be reclassified, and current staff can apply for these positions. Yolanda added that additional funding with partnerships to allow CAPK to partner with our home childcare providers, which would be considered a new position.

Maritza Jimenez inquired how many employees the restructure will affect. Yolanda responded that only two employees will be impacted, but every employee who wishes to apply will be provided an opportunity to move up.

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

- f. CAPK Foundation New Position: Assistant to the Director – Catherine Anspach, Director of Development - **Action Item**

Catherine Anspach presented the above action item for approval.

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

- g. Updated Food Service Manager Job Description and Central Kitchen Organizational Chart - Susana Magana, Director of Health and Nutrition – **Action Item**

Susana Magana presented the above action item for approval. In addition to the above-mentioned request, Susana clarifies that the request includes approval for an additional full time cook instead of filling the shift leader vacancy.

Guadalupe Perez inquired on the original intent for two shift leaders. Susana responded that this hierarchy was what was historically done.

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

h. New IT Position: Service Desk Lead – Emilio Wagner, Director of Operations – **Action Item**

Emilio Wagner presented the above action item for approval.

Maritza Jimenez inquired on how many help desk support staff there is currently. Emilio responded that there is only one. Emilio added that there is a projected increase in IT staff over the next few years.

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

**5. Committee Member Comments**

- Maritza Jimenez commented that it is International Women's Day and thanked all the women present.

**6. Next Scheduled Meeting**

Personnel Committee  
12:00 pm  
April 5, 2023  
5005 Business Park North  
Bakersfield, CA 93309

**7. Adjournment**

The meeting was adjourned at 12:50 pm.



## MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: March 8, 2023

Subject: *Agenda Item 4(a)*: Goal 4 Strategic Plan Update – **Info Item**

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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:

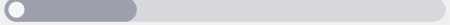
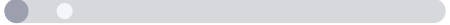
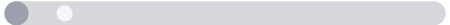
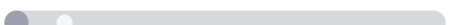
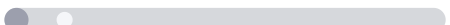






- Immersed in CompEase in identifying potential pay-related inequities across the agency.
- Assessed and modified recruiting practices to expedite onboarding while adhering to contract requirements. Examples include:
  - Collaborated with Head Start to identify requirements for references and modified current practice that speeds the onboarding process.
  - Onboard staff with proof of scheduled second dose of the Covid vaccine.
- Partnered with IT to replace outdated laptops and improve connectivity for a better employee experience.
- Improved the Safety training experience with site-specific trainings that allows employees to report at their home site quicker that enables more in-depth on-the-job training.
- Steady participation in the Bilingual Pay program with more participation expected in the future.
- Second job fair scheduled for the Spring 2023.






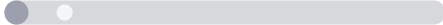
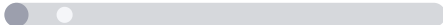
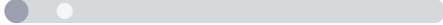
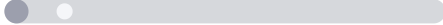


- Collaborated with Professional Development to evaluate the Head Start orientation process and modified occurrence of union presentation to minimize interruptions in trainings.
- Performed pay-related equity reviews of existing positions and new hires across programs and processed equity adjustments while also modernizing job descriptions to remove barriers in hiring.
- Launch Benefits ad-hoc committee to evaluate employee benefits and conducted an agency-wide survey to better understand what is important to CAPK employees.

***Attachments:***  
*Goal 4 Action Plan*

# Lisa McGranahan

<b>Objective</b> <b>Enhance leadership capacity, effectiveness, and sustainability. (4.1)</b> (Last updated: 04/14/22) Aligned to: #4 Employer of Choice	Owner Lisa McGranahan	Measure: Percent Complete	10% YTD Actual	0% 10/01/21	 YTD Target: 33.2%	12/31/25
<b>Activity</b> <b>Establish a process of workforce development for succession and knowledge transfer plans and oversee implementation. (4.1.1)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: Percent Complete	YTD Actual	0% 01/01/23	 YTD Target: 15.9%	100% 12/31/23
<b>Sub-Activity</b> <b>Analyze department metrics (i.e., length of service, knowledge gaps, areas of interest) to identify the necessary skills sets for each position. (4.1.1.1)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: Percent Complete	YTD Actual	0% 01/01/23	 YTD Target: 15.9%	100% 12/31/23
<b>Sub-Activity</b> <b>Identify or create evidence-based workforce development strategies to address needs of the department. (4.1.1.2)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: Percent Complete	YTD Actual	0% 01/01/23	 YTD Target: 15.9%	100% 12/31/23
<b>Sub-Activity</b> <b>Incorporate development opportunities as part of the employee review process. (4.1.1.3)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: Percent Complete	YTD Actual	0% 01/01/23	 YTD Target: 15.9%	100% 12/31/23
<b>Activity</b> <b>Create a standardized onboarding and training plan. (4.1.2)</b> (Last updated: 03/01/23) <b>Last comment:</b> Partnered with IT to replace outdated laptops and improve connectivity for a better employee experience. (03/01/23)	Owner Lisa McGranahan	Measure: Percent Complete	40% YTD Actual	0% 10/01/21	 YTD Target: 33.2%	12/31/25
<b>Sub-Activity</b> <b>Enhance experience of new hire orientation and refresher trainings, including agency level presentations with program specific information. (4.1.2.1)</b> (Last updated: 03/01/23) <b>Last comment:</b> Improved the Safety training experience with site-specific trainings that allows employees to report at their home site quicker that enables more in-depth on-the-job training. (03/01/23)	Owner Lisa McGranahan	Measure: Percent Complete	45% YTD Actual	0% 10/01/21	 YTD Target: 33.2%	12/31/25
<b>Sub-Activity</b> <b>Create a development plan with training components specific to the position and scope of duties. (4.1.2.2)</b> (Last updated: 11/01/22) <b>Last comment:</b> Currently in the beginning stages of implementation of a HR platform that will provide professional development tools to employees. (07/27/22)	Owner Lisa McGranahan	Measure: Percent Complete	27% YTD Actual	0% 10/01/21	 YTD Target: 33.2%	12/31/25
<b>Sub-Activity</b> <b>Develop a learning management system to assign and track training plans, which can be incorporated into an employee's performance evaluation. (4.1.2.3)</b> (Last updated: 11/01/22) <b>Last comment:</b> Began implementation of new HR performance management system. Software should be fully implemented by end of third quarter. (07/26/22)	Owner Lisa McGranahan	Measure: Percent Complete	27% YTD Actual	0% 10/01/21	 YTD Target: 33.2%	12/31/25
<b>Objective</b> <b>Increase employee engagement, morale, and retention. (4.2)</b> (Last updated: 03/01/23) Aligned to: #4 Employer of Choice <b>Last comment:</b> 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	35% YTD Actual	0% 10/01/21	 YTD Target: 33.2%	12/31/25
<b>Activity</b> <b>Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts. (4.2.1)</b> (Last updated: 11/01/22) <b>Last comment:</b> 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: 62.7%	100% 12/31/23

Sub-Activity <b>Conduct systematic market analysis of wages/benefit to identify needed adjustments. (4.2.1.1)</b> (Last updated: 03/01/23) <b>Last comment:</b> Immersed in CompEase in identifying potential pay-related inequities across the agency. (03/01/23)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	<b>55%</b> YTD Actual	<b>0%</b> 10/01/21		<b>100%</b> 12/31/23
Sub-Activity <b>Complete development and consolidation of revised job descriptions. (4.2.1.2)</b> (Last updated: 03/01/23) <b>Last comment:</b> Began process of consolidating job descriptions. (03/01/23)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	<b>50%</b> YTD Actual	<b>0%</b> 10/01/21		<b>100%</b> 12/31/23
Activity <b>Conduct staff engagement surveys to establish benchmarks and identify areas for improvement. (4.2.3)</b> (Last updated: 03/01/23) <b>Last comment:</b> Launch Benefits ad-hoc committee to evaluate employee benefits and conducted an agency-wide survey to better understand what is important to CAPK employees. (03/01/23)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	<b>45%</b> YTD Actual	<b>0%</b> 10/01/21		<b>100%</b> 12/31/25
Objective <b>Increase the visibility of the Agency and create a unified CAPK identity. (4.3)</b> (Last updated: 03/01/23) Aligned to: #4 Employer of Choice	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	<b>35%</b> YTD Actual	<b>0%</b> 10/01/21		<b>100%</b> 12/31/25
Objective <b>Create strategies to incorporate Diversity, Equity, and Inclusion (DEI) best practices at all levels of the organization and services. (4.4)</b> (Last updated: 11/01/22) Aligned to: #4 Employer of Choice <b>Last comment:</b> DEI Committee administered an employee survey to help measure inclusivity at CAPK. (10/26/22)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	<b>27%</b> YTD Actual	<b>0%</b> 10/01/21		<b>100%</b> 12/31/25
Activity <b>Establish and convene a DEI Committee to identify and support organizational needs across the agency, including client and partner engagement. (4.4.1)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	YTD Actual	<b>0%</b> 01/01/23		<b>100%</b> 12/31/23
Sub-Activity <b>Develop charter, bylaws, clear member duties, and clearly articulated methods of collaboration with leadership. (4.4.1.1)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	YTD Actual	<b>0%</b> 01/01/23		<b>100%</b> 12/31/23
Sub-Activity <b>Committee tasked with the development of recommendations and/or proposed DEI action plan to assess and address organizational needs. (4.4.1.2)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	YTD Actual	<b>0%</b> 01/01/23		<b>100%</b> 12/31/23
Sub-Activity <b>Develop a communications strategy to inform diverse populations of the organization's activities and encourage participation. (4.4.1.3)</b> (Last updated: 10/06/21)	Owner Lisa McGranahan	Measure: <i>Percent Complete</i>	YTD Actual	<b>0%</b> 01/01/23		<b>100%</b> 12/31/23



## MEMORANDUM

To: Personnel Committee

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

Date: March 8, 2023

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

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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 February Personnel Committee meeting the following action items have been accomplished:

- Onboarded 12 staff.
- Ten (10) resignations (nine were direct services staff and one admin).
- Thirteen (13) days of interviews for 16 open requisitions.
- Meeting with Head Start Management and Human Resources to determine additional steps to recruit and retain staff.

### *Spotlight on San Joaquin County (SJC)*

During the month of February, SJC promoted one EHS Assistant Teacher to an EHS Teacher. They onboarded four (4) new staff: one Classroom Aide, two Custodians, and one EHS Assistant Teacher. Currently in the pre-employment process, SJC has one EHS Teacher and one Classroom Aide. A total of nine days of interviews were conducted with many having the potential to fill some of the remaining vacancies.

Job postings are still being featured on the Head Start California website. Program staff continue to explore strategies to build the Head Start workforce to support full enrollment. Home Visiting Program expansion is underway. One of the 12 HVP positions was filled through a promotion.

On February 16, 2023, Head Start staff participated at the Bakersfield College Resource Fair, which included recruitment for staff. Head Start leadership met with the San Joaquin County Office of Education and all of the HS/EHS community partners to discuss an Early Childhood Education (ECE) Employment Summit to take place on June 3, 2023, in Stockton. Collectively, the SJC ECE community is collaborating to promote ECE as a career choice while holding a recruitment event.

Currently the division employs 587 positions with 114 total vacancies.



## MEMORANDUM

To: Personnel Committee

From: Jerry Meade, Assistant Director of Head Start, Program

Date: March 8, 2023

Subject: **Agenda Item 4(c): Revised Head Start Non-Represented Job Descriptions – Action Item**

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On June 29, 2022, the CAPK Board of Directors approved the renewed SEIU Contract. Following this approval, in August 2022, the job descriptions for the represented positions were approved by the Board of Directors. To ensure a clear and concise distinction exists between positions represented within the SEIU agreement from those same positions that are not included in the SEIU agreement, staff are presenting job descriptions as “non-represented” for like positions in other service areas not covered by the SEIU agreement. Program staff in consultation with Human Resources are presenting two job descriptions for approval.

### *Overview of Proposed Changes*

The revised Maintenance Technician job descriptions reflect efforts to bring equity to like positions between our represented and non-represented positions. The wage comparability data collected in 2022 identified a significant discrepancy in our maintenance positions which led to an increase in the wages for the represented maintenance positions. To bring equity, program staff have created the non-represented Maintenance Technician job descriptions. The programmatic changes being made over the last year regarding grant consolidation efforts focused on inclusivity amongst program options regardless of community served. Program staff will remain focused on this effort.

The only differences between the represented and non-represented job descriptions are in relation to salary range. The positions included within the SEIU agreement follow the approved step system outline within the contract. These non-represented positions will be added to the CAPK Compensation Schedule using grades 6 and 7 as identified in the job descriptions. These job descriptions as presented will support maintenance staff in San Joaquin County, and any future positions if expansion into new communities materializes.

### *Fiscal Impact and Timeframe*

The fiscal impact is nominal as the maintenance tech positions were budgeted within the range presented. This adjustment in the grade allows for increases for those earning less than what was budgeted.

*Strategic Plan and Development*

As part of the 2021-25 Strategic Plan, specifically under 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*, and as part of following objectives, this proposal supports staff development, growth, and retention within the organization.

**Recommendation**

Staff recommend the Personnel Committee approve the Head Start/Early Head Start non-represented job descriptions attached and revise CAPK's Compensation Schedule to reflect the grade changes within these positions.

***Attachments:***

*Maintenance Technician I Job Description*

*Maintenance Technician II Job Description*



## Maintenance Technician I (Non-Represented)

*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:** TBD

### **SUMMARY:**

Perform routine and emergency repairs to ensure proper and safe operation of Agency facilities. Also includes janitorial services, maintenance of buildings, plumbing, equipment, grounds, and vehicles at assigned locations. The following list of responsibilities represents a range of duties to be performed, however, actual assigned duties may vary by location and work site needs.

### **SUPERVISION RECEIVED:**

Receives supervision from Maintenance 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 accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Follow written schedule in performing routine custodial functions at sites:
  - Clean classrooms, offices, restrooms, and kitchens.
  - Operate cleaning equipment such as vacuums, buffer, floor cleaning, and polishing machines, etc.
  - Clean and vacuum carpets.
  - Sweep, scrub, strip, disinfect, mop, wax, and polish floors.
- Assist in scheduling routine preventive maintenance (plumbing, electrical, and structural) to ensure proper and safe operation of Agency facilities.
- Perform light carpentry, repair carpentry, masonry, and painting in center equipment and facilities.
- Clean and maintain equipment and tools used on the job.
- Maintain and purchase inventory of cleaning and gardening supplies.
- Pick up and dispose of trash and debris.
- Maintain a daily written record of activities, mileage logs, purchase orders, receipts, etc.
- Deliver orders and materials received at the operations building to various Agency facilities.

#### **Other Job Specific Duties:**

- Attend all meetings, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Is proactive in the effort to recruit and enroll families that qualify for Partnership programs.
- 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:**

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.

#### **Ability to:**

- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Establish professional working relationships with staff.
- Effectively and safely operate a variety of assigned trade tools and equipment.
- Interpret blueprints, shop drawings, sketches, and work orders.

### **EDUCATION AND EXPERIENCE:**

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

- Graduation from high school or GED certificate required.
- Experience in the operation of light equipment and tools commonly used in maintenance and repairs.

### **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, if required by funding source or state licensing, and have such records filed with the State Department of Social Services, Community Care Licensing.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

### **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 outdoors.
- Noise level is 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 accommodation may be made to enable employees with disabilities to perform the essential duties.*

POSITION TITLE Maintenance Technician I Non-Represented				
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		



## Maintenance Technician II (Non-Represented)

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

**Salary Range :** Grade 7

**FLSA Status:** Non-Exempt

**Date Approved:** TBD

### **SUMMARY:**

Perform routine and emergency repairs to ensure proper and safe operation of Agency facilities. Also includes janitorial services, maintenance of buildings, plumbing, equipment, grounds, and vehicles at assigned locations. The following list of responsibilities represents a range of duties to be performed, however, actual assigned duties may vary by location and work site needs.

### **SUPERVISION RECEIVED:**

Receives supervision from the Maintenance 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 accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Perform and/or schedule routine preventive maintenance (plumbing, electrical, and structural) to ensure proper and safe operation of Agency facilities.
- Repair carpentry, masonry, painting, center equipment, and facilities.
- Perform light carpentry (builds fixtures/cabinets, etc.) and paint exterior and interior surfaces.
- Perform groundskeeping year-round, including sprinkler repair, lawn mowing, weeding, and cleaning of yard on a weekly or as needed basis.
- Provide janitorial service to centers, including sweeping, mopping, vacuuming, dusting, cleaning and sanitizing bathrooms, and picking up and emptying trash.
- May oversee and train clients or employees in day-to-day maintenance and janitorial tasks.
- Perform minor maintenance and service on EOC vehicles.
- Clean and maintain equipment and tools used on the job.
- Maintain and purchase inventory of cleaning and gardening supplies.
- Pick up and dispose of trash and debris.
- Maintain daily written records of activities, mileage logs, purchase orders, receipts, etc.
- Deliver orders and materials received at the operations building to various Agency facilities.

#### **Other Job Specific Duties:**

- Attend all meetings, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Is proactive in the effort to recruit and enroll families that qualify for Partnership programs.
- 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:**

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.

#### **Ability to:**

- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Establish professional working relationships with staff.
- Effectively and safely operate a variety of assigned trade tools and equipment.
- Interpret blueprints, shop drawings, sketches, and work orders.

### **EDUCATION AND EXPERIENCE:**

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

- Graduation from high school or GED certificate required.
- Three (3) years' general experience in performing carpentry, plumbing, electrical repairs, building maintenance, janitorial or any combination of education, training, or experience, which will provide the required knowledge, skills, and abilities.

### **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 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 accommodation may be made to enable employees with disabilities to perform the essential duties.*

POSITION TITLE Maintenance Technician II (Non-Represented)				
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: Jerry Meade, Assistant Director of Head Start, Program

Date: March 8, 2023

Subject: *Agenda Item 4(d)*: Head Start and State Child Development Revised and New Job Descriptions – **Action Item**

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In January 2023, the Kern County Board of Supervisors approved the Home Visiting Program Contract with CAPK, which included an increase in program funding to support serving more clients and adding 12 positions to the organizational structure for the Head Start and State Child Development division, two of which were new positions. Since that time staff have worked with Human Resources to create these new job descriptions to reflect the approved positions within the contract.

### *Overview of Proposed Changes*

Included with this memo are two job descriptions that have been reviewed by Human Resources and are presented to the Personnel Committee for approval. Both of these positions were created to support the increased volume of routine tasks associated with the increased caseloads in the Home Visiting Program contract.

Additionally, program staff identified an equity concern about our various technician positions. It was noted that there are technician positions with similar work responsibilities in different grades in the CAPK compensation schedule. Program staff worked with Human Resources to evaluate the inequity and approved a change to the Professional Development Technician positions to be moved from grade 4 to grade 5, which aligns with positions with similar work duties. No other changes were made to the Professional Development Technician job description.

Below you will find a table showing the proposed changes to the positions shared above.

Position	Reason for Change	Grade Change
HVP Data Analyst	New Position	Grade 8
HVP Program Assistant	New Position	Grade 3

Professional Development Technician	Revised Grade	Grade 4 to 5
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*Fiscal Impact and Timeframe*

The fiscal impact is nominal as the positions were budgeted. The change in the grade for the Professional Development Technician will allow for merit increases and align with the budget increases when warranted.

**Recommendation**

Staff recommends the Personnel Committee approve the three job descriptions for the Head Start and State Child Development division.

***Attachments:***

*HVP Data Analyst Job Description*

*HVP Program Assistant Job Description*

*Professional Development Technician Job Description*



## Data Analyst – Home Visiting Program

*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 direction of the HVP Program Manager, the Data Analyst will oversee program data collection functions and data management processes and systems, prepares routine and comprehensive assessment reports for the Home Visiting Program. Assist in the interpretation and implementation of all aspects of state regulations, funding source requirements, and policies/procedures.

### **SUPERVISION RECEIVED:**

Receives supervision from HVP Program 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 accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Implement and oversee the weekly, monthly, and/or annual use of the Internal Monitoring Suite (IMS) portion of data system.
- Maintain confidentiality of all records and information for all families.
- Receive and review reports from management staff, analyze details, compile information and related data, and develop program-wide status reports.
- Research, analyze, and interpret state and federal regulations.
- Provide technical expertise, information, and assistance to key management staff.
- Creates data collection instruments and develop and utilize instruments and methods for the evaluation and quality control of operational data.
- Develop and maintain a database and document related to all monitoring, community assessment activities, assessment(s) of children, and prepare such reports for presentation and analysis to management, Board of Directors, and Policy Council.
- Collects, analyzes, interprets, and summarizes data in preparation to produce qualitative and quantitative routine progress reports.
- Troubleshoot problems with the data collection systems, including concerns related to relevant database applications.
- Investigate and develop alternatives to current monitoring and training data collection systems to track and produce timely, accurate, and targeted planning data.
- Train Agency staff on reports, monitoring, and training database applications.
- Analyze the outcomes of assessments for children, classrooms, parent surveys, staff observations, monthly monitoring, and the annual Program Information Report.
- Responsible for updates and changes to the HS&SCD Division portion of the CAPK public website.

#### **Other Job Specific Duties:**

- Attend all meetings, trainings, and conferences as assigned.

Data Analyst-Home Visiting Program





- Maintain a safe and functional work environment.
- Able to work a flexible schedule that may involve evenings, weekends, and overnight travel to attend trainings or conferences.
- Is proactive in the effort to recruit and enroll families that qualify for CEDS programs.
- 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:**

- Advanced knowledge of Microsoft Office products (Excel, Word, Access, etc.)
- Current problems of socially and economically challenged families.
- Modern office procedures and equipment, including computers.
- Data collection.

#### **Ability to:**

- Create professional, comprehensive, and informative charts and/or graphs.
- Plan, organize, and allocate resources.
- Work as a positive team member.
- Work independently.
- Maintain record-keeping and reporting systems.
- Exercise sound, independent judgment within general policy guidelines.
- Analyze problems and identify alternative solutions.
- Work with accuracy and attention to detail.
- Effectively organize and prioritize assigned work.
- Reasonably obtain knowledge of Agency and departmental policies and procedures.
- Effectively communicate with community members and groups, managers, agencies, and families, individually and in group settings.

### **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 from any accredited college or university in computer science desired.
- Minimum three (3) years of experience working with computers and data analysis.

### **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 have reliable transportation during working hours.
- Must be fingerprinted, if required by funding source or state licensing, and have such records filed with the State Department of Social Services, Community Care Licensing.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.





### **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 varies.
- 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 accommodation may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE Data Analyst – Home Visiting Program				
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					



## Program Assistant – Home Visiting Program

*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 3

**FLSA Status:** Non-Exempt

**Date Approved:** TBD

### **SUMMARY:**

Provides a wide variety of clerical duties, including assisting with budget, preparing reports, conducting inventories, and working on special projects. Assists the Administrative Assistant in providing clerical support as needed. Works and interacts with external and internal division and contacts and requires specialized subject matter expertise in Home Visiting Program and of state, and local laws related to the program.

### **SUPERVISION RECEIVED:**

Receives supervision from the HVP Program 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 accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Assists with budget tracking.
- Inventories, orders, and distributes office supplies.
- Collects data, prepares reports, and assists with the development of procedures for effective workflow.
- Prepares advance and reimbursement claim forms, purchase orders, and check requests.
- Performs internal tracking of various budget line items and expenditures.
- Provides technical support to program staff.
- Maintains program records and files.
- Types and files reports, correspondence, memoranda, and photocopies correspondence and other material as directed.
- Distributes mail.
- Performs reception functions, including answering telephones, routing calls, and taking messages in a tactful and courteous manner.
- Furnishes general information to the public, when requested.
- Acquires and applies knowledge of program guidelines and agency policies.
- Occasionally transports parents to program related activities.
- Provides clerical support to Coordinators, Home Visitors, Program Manager, and Administrator.

#### **Other Job Specific Duties:**

- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.
- Works alternative hours as required, including nights and weekends.
- Is proactive in the effort to recruit and enroll families that qualify for Home Visiting Program.



- 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:**

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Regulations governing the administration of the Home Visiting Program and state related programs desirable.
- Correspondence and report writing practices and procedures.
- Current problems of socially and economically challenged families.
- The contributions of parents and volunteers who may be non-professional.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Language translation and interpretation strategies and techniques.

#### **Ability to:**

- 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 Home Visiting Program information 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.*

- High school diploma or equivalent.
- Two (2) years of clerical experience in a field related to assignment.

### **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 have reliable transportation during working hours.
- Must be fingerprinted, if required by funding source or state licensing, and have such records filed with the State Department of Social Services, Community Care Licensing.
- Bilingual language fluency (English/Spanish) desirable.
- 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 accommodation may be made to enable employees with disabilities to perform the essential duties.*

<b>POSITION TITLE:</b> Program Assistant – Home Visiting Program			
<b>ACTIVITY</b> (HOURS PER DAY)	<b>NEVER</b> <b>0 HOURS</b>	<b>OCCASIONALLY</b> <b>UP TO 4 HOURS</b>	<b>FREQUENTLY</b> <b>4-8 HOURS</b>
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					



## Professional Development 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 5

**FLSA Status:** Non-Exempt

**Date Approved:** TBD

### **SUMMARY:**

Under the direction of the Professional Development Coordinator, the Professional Development Technician is responsible for supporting the Head Start and State Child Development Division with the monitoring and evaluation of the comprehensive professional development system. The Professional Development Technician will support community outreach, assisting with the implementation of Head Start/Early Head Start Performance Standards, federal and state regulations, Community Care Licensing regulations, funding source requirements, and policies/procedures as they relate to staff ratios and staff qualifications.

### **SUPERVISION RECEIVED:**

Receives supervision from Professional Development 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 accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- In conjunction with the Professional Development Coordinator, supports professional growth plan procedures.
- Provides support while documenting course work, continuing education, certificates, and other professional growth opportunities for staff.
- Promotes active parent involvement, child recruitment, and Head Start awareness in the Head Start programs.
- Shares resources and partnerships within the program to facilitate professional development activities.
- Supports staff qualification monitoring as required by federal and state requirements.
- Supports monitoring training event documentation and record keeping.
- Prepares fiscal documentation to support training and technical assistance activities.
- Assists with data entry of the HS/EHS Training and Technical Assistance budget tracking.
- Supports the outreach and recruitment activities for the Head Start program.
- Demonstrates an understanding and ability to use a range of current and modern job-related equipment, computer hardware, software applications, and best practices, and maintains records and database information on prospective, past, and current clients.

#### **Other Job Specific Duties:**

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



- Maintains a safe and functional work environment.
- Works alternative hours as required, including nights and weekends.
- 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:**

- 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 related software applications.
- Principles and techniques of training, program development, and operations.
- Familiarity with problems of socially and economically challenged families.
- The contributions of parents and volunteers who may be non-professional.

##### **Ability to:**

- 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 information 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.*

- High school diploma or equivalent
- One (1) year of experience in social services or related field.
- Two (2) years' experience in a data entry position with administrative and/or general clerical support function.

#### **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 Department of Justice, and the State Department of Social Services and Community Care Licensing.
- Bilingual language fluency (Spanish/English) desirable.
- 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.*

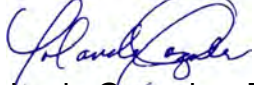
POSITION TITLE Professional Development Technician				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X
Walking				X
Standing				X
Bending (neck)				X
Bending (waist)				X
Squatting			X	
Climbing		X		
Kneeling			X	
Crawling		X		
Twisting (neck)				X
Twisting (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					



## MEMORANDUM

To: Personnel Committee

From:   
Yolanda Gonzales, Director of Head Start & State Child Development

Date: March 8, 2023

Subject: *Agenda Item 4(e)*: Head Start and State Child Development Division  
Reorganization – **Action Item**

---

The Head Start and State Child Development division has experienced change over the past three years, which has led the Head Start Leadership team to evaluate systems, processes, and staffing within the division needed to accomplish the program's goals and objectives. Program staff are presenting the attached Organizational Restructure to the Personnel Committee for consideration and approval.

To summarize the new organizational restructure, the primary focus was to reduce redundancies, resolve inequities, include a new program option to support full enrollment, and improve communications through a united hierarchy of supervision. Positions were either revised or removed from the current structure. The positions removed included an assistant director and an administrator. New positions were created to support a new program option which includes a manager and a specialist. There were additional revisions made to realign managers, supervisors, and specialists. For example, reclassifying of coordinator positions that supervise staff to be titled supervisors.

In the coming weeks, Head Start staff will finalize all affected job descriptions to reflect the changes in assigned supervision and prepare new and significantly changed job descriptions for approval in the coming months. Additionally, a budget revision will be completed and presented to Budget and Finance as appropriate. All positions are allocable and administrative costs will remain within the allowable range.

The key factors within this reorganization are to bring equity in the workload while streamlining administrative support while maintaining succession planning as reflected in CAPK's Strategic Plan Goal 4. Once fully implemented, no staff will be displaced, though some may have title changes.

### **Recommendation**

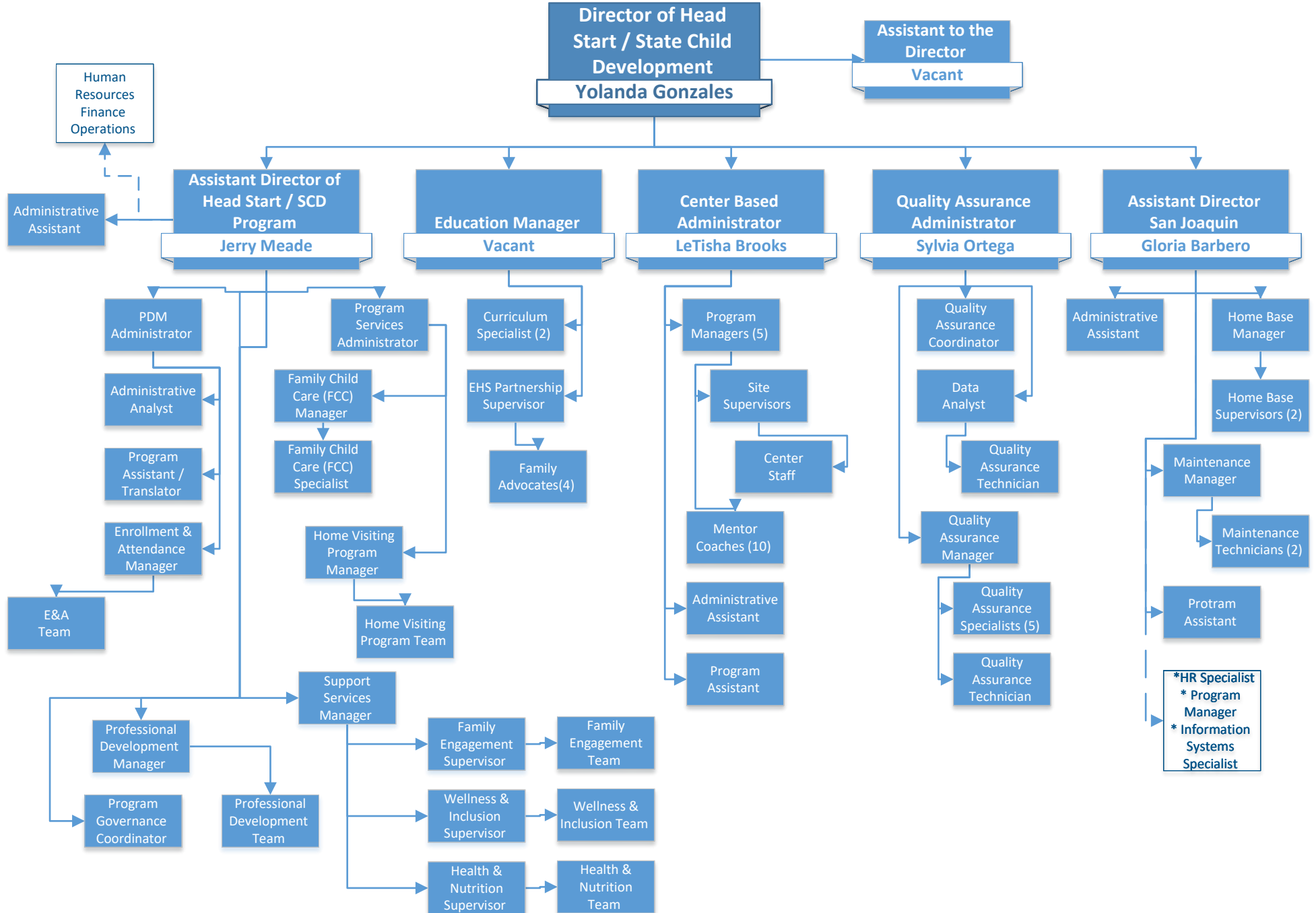
Staff recommends the Personnel Committee approve the Head Start and State Child Development division organizational structure.

### **Attachments:**

*Head Start and State Child Development Organizational Chart*



# Head Start / State Child Development Programs





## MEMORANDUM

To: Personnel Committee

From:   
Catherine Anspach, Director of Development

Date: March 8, 2023

Subject: *Agenda Item 4(f)*: CAPK Foundation New Position: Assistant to the Director  
– **Action Item**

---

Under the Executive Division, the department operates the CAPK Foundation, which was created to address the immediate funding needs of Community Action Partnership of Kern and to develop unrestricted funding sources to support their programs that serve people who are facing poverty and economic disadvantage.

Since the onboarding of the Director of Development position, the Foundation outlined fund development goals for the upcoming year, including internal infrastructure building as well as increasing its visibility in the communities, consisting of the following goals:

- Establish Standardized Processes
- Identify critical needs and funding gaps within each program
- Increase the Foundation's awareness in the community
- Increase Board of Directors membership and participation
- Build donor engagement and retention
- Establish varied sources of funding

### *Fiscal Impact and Timeframe*

The FY 2023 Budget was approved during the Executive Committee during the December 2022 meeting as part of the agency-wide budget, which included the addition of a 1.0 FTE Assistant to the Director of Development for the CAPK Foundation. The proposed position has been incorporated into the FY 2023 budget and would result in a fiscal impact of approximately \$78,175.00 annually, which includes salary and benefits for 1.0 FTE staff member. Once the position is approved, the Executive Division will immediately implement these changes and begin recruiting for the position. Additionally, the job description was reviewed by the Human Resources department and is aligned with similar positions within the agency.

### *Strategic Plan and Development*

As part of the 2021-25 Strategic Plan, specifically under 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*, and as part of following objectives, the proposal supports staff development, growth, and retention:

- Objective 4.1: Enhance leadership capacity, effectiveness, and sustainability.
  - 4.1.1 Establish a process of workforce development for succession and knowledge transfer plans and oversee implementation; (a) Analyze department metrics (i.e., length of service, knowledge gaps, areas of interest) to identify the necessary skills sets for each position; (b) Identify or create evidence-based workforce development strategies to address needs of the department, and (c) Incorporate development opportunities as part of the employee review process.
- Objective 4.2: Increase employee engagement, morale, and retention.
  - 4.2.1 Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts; (b) b) Complete development and consolidation of revised job descriptions.

### **Recommendation**

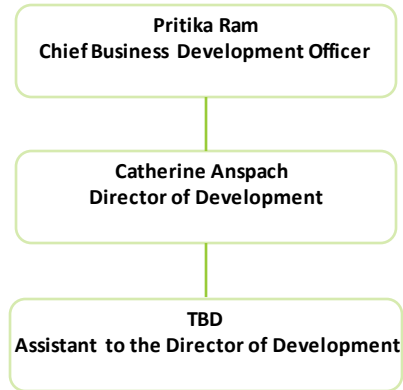
Staff recommend the Personnel Committee to approve the new job description and organizational change for the grant development service line under the Executive Division.

### ***Attachment:***

*CAPK Foundation Organizational Chart*  
*Assistant to the Director of Development Job Description*



# Executive Division





## Assistant to the Director

*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 direction of the Foundation's Director of Development, the Assistant to the Director is responsible for providing a variety of confidential administrative support, database management and maintenance, gift processing and acknowledgement, and overall fundraising assistance to the Foundation and Division.

### **SUPERVISION RECEIVED:**

Receives supervision from the Director of Development

### **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 accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Manages the donor database to maintain data integrity and quality, including performing routine audits of constituency records and donor groups; documenting cultivation activity, insights, and solicitations; and identifying action steps.
- Develops queries, reports and mailing lists for fundraising campaigns, direct appeals, email campaigns, publications, fundraising events, and other projects.
- Oversees and facilitates all gift processing, including database entry, coding, and allocations; preparing, sending, and collecting completed pledge forms; documenting pledge restrictions and/or preferences; communicating pledge details to necessary staff; and invoicing, tracking and reconciling all payments.
- Drafts, prepares, and distributes donor acknowledgment letters within a timely turnaround.
- Facilitates fundraising and community giving campaigns with local schools, service groups and businesses.
- Reviews and assembles information and documents for the Foundation Board of Director's and committee agendas in accordance with the Ralph M. Brown Act and Robert's Rule of Order.
- Responsible for preparing Foundation Board and committee packets and correspondence, takes minutes at various Board and committee meetings, and transcribes into final minutes for distribution.
- Responsible for distribution of meeting minutes to the Foundation Board of Directors and staff.
- Maintains official records system for all required records.

**Other Job Specific Duties:**

- Acts as the primary contact for the Foundation Board of Directors for administrative support purposes.
- Attend all meetings, trainings, and conferences as assigned.
- Work alternative hours as required, including nights and weekends.
- Performs special assignments/projects and other duties as assigned by the Director of Development.
- Is proactive in the effort to recruit and enroll families that qualify for CAPK programs.

**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:**

- Customer Relation Management (CRM) systems.
- Microsoft Office and other standard office software, systems, and collaboration tools.
- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Current problems of socially and economically challenged families.
- Correspondence and report writing practices and procedures.

**Ability to:**

- Work with high level accuracy, attention to detail and follow-through.
- Exercise time management skills with the ability to manage multiple projects simultaneously and prioritize tasks.
- Demonstrate excellent interpersonal skills and ability to represent the organization in a professional manner.
- Communicate effectively, verbally and in writing.
- Work collaboratively with diverse staff, volunteers, vendors, board members, and the public.

**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 from a four-year college or university preferred.
- Two (2) years of work experience within a development or marketing department preferred.
- Any combination of education and or experience may be acceptable at the discretion of the Director.

**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.



### **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 accommodation may be made to enable employees with disabilities to perform the essential duties.*

POSITION TITLE Assistant to the Director				
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: Susana Magana, Director of Health and Nutrition

Date: March 8, 2023

Subject: *Agenda Item 4(g)*: Updated Food Service Manager Job Description and Central Kitchen Organizational Chart – **Action Item**

---

In February 2023, Central Kitchen administration conducted an exhaustive review of the program's food service manager position. This review resulted from the change to the Central Kitchen personnel budget allocation, which eliminated the food service supervisor position. The food service manager job description has been revised to better reflect the current and ongoing responsibilities, the level of complexity, and the level of decision autonomy of this position.

Human Resources (HR) has reviewed, graded, and pointed the updated job description and is being presented to the Committee for approval. HR staff determined that the food service manager position will remain a Grade 11 with no salary range change. This position is currently vacant but is included in the current FY 2022-2023 allocation for Central Kitchen within the Head Start budget; therefore, there will be no impact on the CAPK Central Kitchen budget allocation.

The updated job description coincides with the 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. The revised job description also updated the education and experience requirements to provide a wider pool of high-quality applicants during recruitment. This is an ongoing project to review and revise all job descriptions of the CAPK Central Kitchen program to help curb the high turnover rate. The next step will be the approval of the attached job description and salary grade and range for the revised food service manager position.

### **Recommendation:**

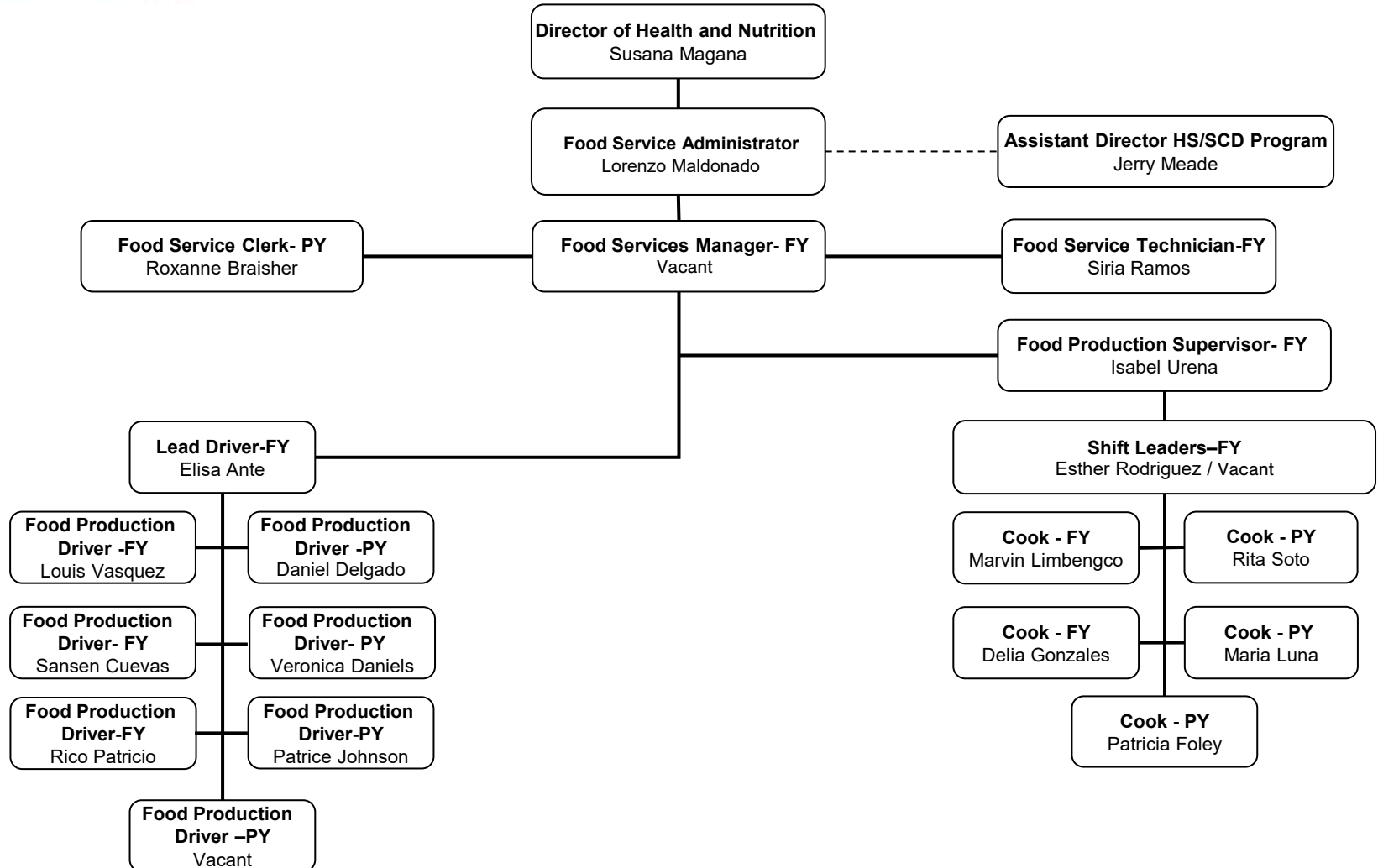
Staff recommends approval of the revised food service manager position and updated Central Kitchen organizational chart.

### **Attachments:**

*Food Service Manager Job Description*  
*Central Kitchen Organizational Chart*



# Central Kitchen Org. Chart





## Food Service Manager Health and Nutrition Division

*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 direction of the Food Service Administrator, the Food Service Manager is responsible for the daily operation of the Central Kitchen and the delivery of food and non-food service supplies to centers, ensuring that all state, federal, and local regulations are followed. The Food Service Manager works with the Head Start Nutrition team to ensure compliance with the special dietary needs of children.

### **SUPERVISION RECEIVED:**

Receives supervision from the Food Service Administrator

### **SUPERVISION EXERCISED:**

Food Production Supervisor, Food Production Driver, Lead Food Production Driver, Food Service Clerk and Food Service Technician

### **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 accommodation may be made to enable individuals with disabilities to perform essential functions.*

#### **Essential Job Specific Duties:**

- Responsible for the daily operation of the Central Kitchen.
- Responsible for the daily direct supervision of the Food Production department and the clerical staff.
- Assist in the designing, planning, coordinating, implementing, and supervising staff pertaining to the food service operation, which includes the Center and Home Base operations for the Head Start/Early Head Start Program.
- Responsible for monitoring and tracking the use of company cell phones, gas cards, credit cards and processing payments and reimbursements through CAPK's accounting systems ensuring expenditures are allowable and within set budget.
- Responsible for the supervision, evaluation, and technical assistance to Central Kitchen staff.
- Assist with the creation of menus and getting the appropriate approval for the menus pertaining to Head Start, Early Head Start, and Home Base programs, ensuring that the CACFP meal pattern and Head Start guidelines are followed.
- Responsible for ensuring that product specification sheets are on hand for all menu items.
- Responsible for ordering requisitioned supplies and appliances for both the centers and the Central Kitchen.
- Assist with the development, implementation, revision, and monitoring of the food services procedure manual.



- Responsible for tracking weekly and monthly expenses, e.g., invoice, receipts.
- Responsible for ensuring implementation and compliance with CAPK's accounting procedures.
- Responsible in generating Blanket Purchase Orders for food, food service, and janitorial supplies.
- Approve center requisition for food, food service, janitorial supplies, and equipment.
- Responsible for maintaining an adequate inventory of supplies on a cost-effective basis.
- Responsible for the food safety and sanitation of the Central Kitchen to ensure compliance with all state, federal, and local regulations, e.g., Kern County Environmental Health, OSHA, and Kern County Fire Department.
- Responsible for ensuring training of Central Kitchen staff, site personnel, monitoring, and compliance with all state, federal, and local regulations.
- Assist with the development of long- and short-term plans and activities involving the Central Kitchen, including training for Head Start parents and entrepreneurial training.
- Responsible for maintaining service records for the Central Kitchen equipment, e.g., preventive maintenance and general repairs for kitchen equipment and vehicles.
- In absence of the administrator, assumes responsibility for the operation and administration of the Central Kitchen.
- In the absence of the Food Production Supervisor, assumes the responsibilities of that position.

**Other Job Specific Duties:**

- Attend all meetings, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Is proactive in the effort to recruit and enroll families that qualify for CAPK's programs.
- 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:**

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations pertaining to food service.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Knowledge of safe food preparation and handling techniques.
- Nutritional requirements as established by the Academy of Nutrition and Dietetics, desirable.

**Ability to:**

- Deal with conceptual matters.
- Plan, organize, allocate, and control substantial resources.
- Communicate effectively, verbally in writing.
- Demonstrate good interpersonal skills.



- Attend evening and weekend meetings.
- Effectively present program information 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 from an accredited college or university in public administration, business management, food service management or nutrition science or related field. Experience may be considered on a year per year basis for education.
- Three (3) years of supervisory experience
- Four (4) years of progressive administrative/management experience in nutrition services, social services, child development or related field.
- Experience working with special diets, desirable.
- Experience implementing a nutritional program for children 0-5 years, desirable.
- Health, sanitation, safety regulations and standards as they relate to food and nutrition.
- Serv-Safe certification required within first 90 days of employment.
- Any equivalent combination of education and/or experience may be considered.

### **OTHER REQUIREMENTS:**

- Work alternative hours as required including nights and weekends.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Bilingual language fluency (Spanish/English) highly desirable.
- 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 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 Food Service 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	
51-75 lbs.	X			X		
76-100 lbs.	X			X		
100+ lbs.	X					



## MEMORANDUM

To: Personnel Committee

From:   
Emilio G. Wagner, Director of Operations

Date: March 8, 2023

Subject: *Agenda Item 4(h)*: New IT Position: Service Desk Lead – **Action Item**

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During the November 8, 2022, Personnel Committee meeting, Operations presented the proposal to follow the recommendations of Wipfli, LLC. The recommendation was to add key personnel to our Information Technology department to assist in the agency's technology of the agency.

### *Overview of Proposed Changes*

As previously mentioned, Operations is proposing the addition of a Service Desk Lead that will oversee the Help Desk and would serve as the escalation point for all Information Specialists. This position's main role is to provide excellent customer service, set up standard procedures and practices, and lead the Information Specialists in day-to-day tasks.

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

### *Fiscal Impact and Timeframe*

The salary for this position is incorporated into the approved budget for the fiscal year 2023/24. The position will be advertised for recruitment once approved by the Board of Directors.

### **Recommendation:**

Staff recommends that the Personnel Committee approve the new Service Desk Lead position.

### ***Attachments:***

*Service Desk Lead Job Description*



## Service Desk Lead

*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 Administrator, the Service Desk Lead will be 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.

### **SUPERVISION RECEIVED:**

Receives supervision from the Information Technology Administrator

### **SUPERVISION EXERCISED:**

Information Systems Specialist I, II, and III.

### **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:**

- 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 daily.
- 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.
- Manage and maintain E-waste process.
- Update and document process and procedures.

#### **Other Job Specific Duties:**

- Attends all meetings, trainings, and conferences as assigned.
- Maintains safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Is proactive in the program effort to recruit and enroll families that qualify for Partnership programs.
- 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 will be considered.
- Seven (7) years of experience managing a technology-related operation, including supervision of staff required.

### **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 a physical, substance abuse screening 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 accommodation may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE Service Desk Lead				
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					



## **Program, Review, & Evaluation (PRE) Committee March 2023**

February 2023 Monthly Reports



## **Community Development**

Coordinated Entry Services

M Street Homeless Navigator Center

**Community Action Partnership of Kern  
Monthly Report 2023**

<b>Month</b>	February-23	<b>Program/Work Unit</b>	Coordinated Entry Services (CES)		
<b>Division/Director</b>	Rebecca Moreno	<b>Program Manager</b>	Joseph Aguilar		
<b>Reporting Period</b>	January 1, 2023 - December 31, 2023				
<b>Program Description</b>					
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.					
<b>Homeless Referrals/Assessments (SRV 7c)</b>	<b>Month</b>	<b>YTD</b>	<b>YTD Goal</b>	<b>Month Progress</b>	<b>Annual Progress</b>
Kern County	908	1,986	14,000	78%	14%
<b>Pending Assessments</b>	<b>Month</b>	<b>YTD</b>	<b>YTD Goal</b>	<b>Month Progress</b>	<b>Annual Progress</b>
Kern Pending contact/call back	0	0	15	-	-
<b>Performance: Number of applicants who received a response within 24 Hours</b>	<b>Month</b>	<b>YTD</b>	<b>YTD Goal</b>	<b>Month Progress</b>	<b>Annual Progress</b>
Kern County	792	1,717	11,000	0.86	16%
<b>Explanation (Over/Under Goal Progress)</b>					
<b>Program Strategic Goals</b>		<b>Progress Towards Goal</b>			
1. Increase staff recruitment and retention.		HR Conversations			
2. Implementation of CES Swot analysis		1. Set up CES access points at Shafter and Lake Isabella, starting conversation about having CES at Mojave 2. Processing changes through CES P&P pending approval			
<b>Program Highlights</b>					

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Month	February-23	Program/Work Unit		M Street Navigation Center		
Division/Director	Rebecca Moreno		Program Manager	Laurie Hughey		
Reporting Period	January 1, 2023 - December 31, 2023					
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 unsheltered 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)	124	253	1,000	149%	25%	
Total Clients Served	201	419	2,400	101%	17%	
Pets (i.e., kennel, emotional support assistance and service pet)	7	13	100	84%	13%	
Residents Under 90 days length of stay	76	149	700	130%	21%	
Exits to Permanent Housing (FNPI 4b)	17	28	100	204%	28%	
Exits-Self	23	32	150	184%	21%	
Exits-Involuntary	52	118	700	89%	17%	
Case Management Services (SRV 7a)	513	1,158	8,000	77%	14%	
Critical Incidents	23	41	250	110%	16%	
Shelter Residents Meals (SRV 5ii)	6,246	13,084	60,000	125%	22%	
Number of Volunteers (duplicated)	82	149	100	984%	149%	
Volunteers Hours (duplicated)	349	560	1,500	279%	37%	
Safe Camping	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Total clients served (SRV 7b)	79	160	500	190%	32%	
Current client census	56	111	300	224%	37%	
Meals (SRV 5ii)	2,751	5,709	15,000	220%	38%	
Pets	17	32	75	272%	43%	
Clients moved to Shelter (SRV 4m )	2	2	50	48%	4%	
Exits to Permanent Housing (FNPI 4b)	1	4	40	30%	10%	
Exits-Self	5	8	50	120%	16%	
Exits-Involuntary	7	24	75	112%	32%	
Critical Incidents	1	10	100	12%	10%	
Safe Parking	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Total clients served	9	14	50	216%	28%	
Current client census	9	14	50	216%	28%	
Clients moved to Shelter (SRV 4m )	0	0	25	0%	0%	
Explanation (Over/Under Goal Progress)						
There are minimum case management services provided in the safe camp/park area as well as limited services and clients are not being assisted by outside agencies to secure documents to assist in these areas. Lack of structures/rules, clients are not willing to move into M street.						
Program Strategic Goals		Progress Towards Goal				
1. Number of clients participating in job training program, (i.e. Project Hire-Up, financial Literacy, Recycling Lives, Open Door Network)		18 working in the community, 3 graduating from Project Hire-Up, 8 clients attended the Financial Literacy class.				

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2. Increase job retention/recruitment at M street by (1) developing jo descriptions that accurately reflect job performance and (2) regrading/classification of job descriptions.	The job descriptions are currently under review with HR and Director of Community Development. Program/volunteer Coordinator, Transport Driver, shelter worker and Housing Navigator descriptions need to be reviewed.
3. Amend M Street policy & procedure manual, intake packet post Covid.	Program Administrator submitted the Intake packet for review to Director of Community Development for feedback; Currently working on M Street policies and procedures.
4. Increase the number of clients who transition to permanent housing by 15% from the prior year (2022 - 99) to 114 clients.	TBD

**M Street Navigation Center - Client Demographic Information**

Race Demographic	Month
18 - 24	17
25 - 34	42
35 - 44	43
45 - 54	44
55 - 61	30
62+	25
<b>Total:</b>	<b>201</b>

Race Demographic	Month
American Indian or Alaska Native	7
Asian	5
Black or African American	41
Native Hawaiian or Other Pacific Islander	2
White	141
Multiple races	5
Client Don't know / Refused	
No Answer	
<b>Total:</b>	<b>201</b>

Gender	Month
Female	89
Male	109
Trans Female (MTF or Male to Female)	2.00
Trans Male (FTM or Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	1
Client doesn't know	
Client refused	
No Answer	
<b>Total:</b>	<b>201</b>

Zip Code	Month	Zip Code	Month
86351	1	93710	1
93301	38	93240	1
93304	28	90037	1
93305	20	93250	1
93306	8	93555	1
93307	13	92410	1
93308	25	92105	1
93309	8	92675	1
93311	3	93103	1
93313	2	93263	1
93314	3	93280	1
90212	1	33604	1
93515	1	45426	1
93205	1	97224	1
93516	1	84059	1
91502	1		
93206	1		
92234	1		
95307	1		
90242	1		
93706	2		
Not specified	26		
<b>Total</b>		<b>201</b>	

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**Safe Camping - Client Demographic Information**

Race Demographic	Month
18 - 24	3
25 - 34	18
35 - 44	22
45 - 54	18
55 - 61	11
62+	7
<b>Total:</b>	<b>79</b>

Race Demographic	Month
American Indian or Alaska Native	0
Asian	0
Black or African American	10
Native Hawaiian or Other Pacific Islander	0
White	68
Multiple races	1
Client Don't know / Refused	-
No Answer	-
<b>Total:</b>	<b>79</b>

Gender	Month
Female	33
Male	46
Trans Female (MTF or Male to Female)	
Trans Male (FTM or Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	
Client doesn't know	
Client refused	
No Answer	
<b>Total:</b>	<b>79</b>

Zip Code	Month	Zip Code	Month
93301	7		
93304	2		
93305	16		
93306	5		
93307	5		
93308	13		
93309	4		
93312	2		
93302	1	97224	
93215	1		
92344	1		
93238	1		
93556	1		
58801	1		
Not specified	19		
<b>Total</b>			<b>79</b>

**Program Highlights**

Two clients moved into housing this month.



## **Health and Nutrition Services**

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children



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Month	February-23	Program/Work Unit		CalFresh Healthy Living		
Division/Director	Susana Magana		Program Manager	Alan Rodriguez		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The CalFresh Healthy Living (CFHL) program, Funded by the USDA and administered by CDSS, improves the nutritional health of low-income Kern County residents by providing access to nutrition education, physical activity education, and leadership within community collaboratives that focus on health and nutrition. The program does this by providing Direct Education classes, Indirect Education materials and resources, and Policy Systems and Environmental Changes (PSE's). CFHL has 3 subcontractors that assist in carrying out the goal of educating the student population.						
Supplemental Nutrition Assistance Program-Education(SNAP-Ed) eligible participants, receiving Nutrition Education 10/1/2022-9/30/2023 (FNPI 5a) (SRV 5ff).	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Community Action Partnership of Kern (CAPK) Direct Education provided.	28	48	2,000	17%	2%	
Kern County Superintendent of Schools (KCSOS) Subcontractor Direct Education provided.	485	920	2,000	291%	46%	
Kernville Unified School District (KUSD) Subcontractor Direct Education provided.	57	88	1,000	68%	9%	
Lamont Elementary School District (LESD) Subcontractor Direct Education provided.	298	473	1,000	358%	47%	
Complete the Healthy Food Pantry Assessment Toolkit (HFPAT) to identify potential growth opportunities for 6 different food pantries.	1	1	6	200%	17%	
Cumulative 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.	1204	2,166	30,000	48%	7%	
Explanation (Over/Under Goal Progress)						
In February 2023 there more progress on Direct Education especially with the KCSOS subcontractor. Internally, CFHL focused more efforts to create, plan, and implement PSE efforts in the community which resulted in less Direct Education. CFHL gained clarity from the state consultant on Direct Education and are working on increasing efforts to meet the goal by December 2023. Staff have completed 1 HFPAT with Laborers of the Harvest Food Pantry and are identifying other pantry's to partner with.						
Program Strategic Goals		Progress				
Minimize staff turn-over and become fully staffed.		The CFHL team is currently recruiting for 2 Health Educator positions. The recruitment ran both internally and externally. The recruitment ended on 2/10/23. Applications were audited and CFHL is working with HR to organize a time to conduct interviews. Currently, the team is at 80% capacity.				

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Partner with community agencies and collaboratives that are SNAP-Ed approved, including other CAPK Programs, to increase the amount of Direct Education, Indirect Education, and PSE's which improve the opportunities for the SNAP-Ed eligible population to have healthy food choices, physical activity, and nutrition information.	In the Month of February 2023, CFHL conducted Direct Education classes for Owen's Valley FRC and Kern Literacy Council. CFHL provided indirect education during community events; These sites include Nuevo Amanecer, Delano Life House, Adventist Health Mobil Clinic, and the F St. Farmers Market amongst others. CFHL is looking to expand Direct education classes for the community.
Progress with assessing Food Pantries and the progress in partnering in implementing improvement measures based on the data of the Healthy Food Pantry Assessment Toolkit (HFPAT).	CFHL completed the HFPAT for Laborers of the Harvest. CFHL Is currently continuing to pursue Taft College food pantry to begin their assessment and First Preparation Food Pantry to update and identify new areas of growth. CFHL will be attending the CAPK Food Bank Conference and recruiting other Food pantries for the Nutrition Pantry Program NPP.
Create a new Food Pantry Collaborative in Kern County where Pantries can collaborate, plan, and discuss ideas to improve services and strategically plan for encouraging Nutrition based decisions for clients.	This collaborative will be held quarterly with the following meeting being in April 2023. CFHL is excited to grow this collaboration and to expand the NPP program and the amount of HFPAT's conducted. The new Food Pantry Collaborative will be promoted at the Food Bank Conference.
<b>Program Highlights</b>	
<p>Leadership staff attended the California Department of Public Health (CDPH) Local Health Department (LHD) Program Director's Conference from February 15th - 17th. This conference shared information regarding the Funding Application for 2023-2026, which CAPK CFHL has applied for. CFHL also began having early conversations regarding a new Policy System and Environmental (PSE) change initiative named Walk-With-A-Doc. CFHL met with Cirujias Sin Frotneras to see if they would be interested to partner in the future. CFHL Leadership met with their state consultant over a span of 3 days to review the rules and regulations for the CFHL program. CAPK CFHL also met with state-level representatives regarding evaluations and assessments required of all CFHL programs to give insight, opinion, and feedback that will lead to streamlined processes at the state level and easier data entry at the program level. CFHL met with Funded partners to organize the next CNAP meeting which will be conducted on 3/23/23 from 10-11:30 AM and will focus on creating Nutritional goals for Kern County. Lastly, CFHL also began working with Cal-City Farmer's market as a Liaison to potentially implement the Market Match program in that community.</p>	

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Month	February-23	Program/Work Unit	Food Bank				
Division/Director	Susana Magana		Program Manager	Kelly Lowery			
Reporting Period	January 1, 2023 - December 31, 2023						
Program Description							
The Food Bank provides food assistance to low-income families and individuals through a network of more than 150 agency partner distribution sites across Kern County.							
TEFAP		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served ( <i>Duplicated</i> )		Available 4/1	Available 4/1	36,959	500,000		
Pounds Distributed		642,269	1,378,071	466,539	9,500,000	81%	15%
Pantry Program		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served ( <i>Duplicated</i> )		Available 4/1	Available 4/1	8,406	250,000		
Pounds Distributed		186,090	477,900	141,214	5,000,000	45%	10%
Fresh Rescue		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served ( <i>estimated</i> )		9,468	18,847	10,506	150,000	76%	13%
Pounds Distributed		159,070	316,637	176,515	2,000,000	95%	16%
CSFP		Month	YTD	This Month Last Year	Month Goal	Month Progress	Annual Progress
Individuals Served ( <i>estimated</i> )		4,518	9,150	3,763	4,800	94%	191%
Pounds Distributed		144,576	292,800	127,942	160,000	90%	183%
Free Farmers Markets		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served ( <i>estimated</i> )		8,800	19,525	725	150,000	70%	13%
Pounds Distributed		57,574	121,802	25,747	1,000,000	69%	12%
Brighter Bites		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served ( <i>estimated</i> )		1,400	3,158	0	24,000	70%	13%
Pounds Distributed		30,080	48,270	0	225,000	160%	21%
Snack Attack		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served ( <i>estimated</i> )		214	378	69	2,000	128%	19%
Pounds Distributed		856	1,510	276	10,000	103%	15%
Community Events & Other		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Individuals Served ( <i>estimated</i> )		156,036	239,998	165,889	1,200,000	156%	20%
Pounds Distributed		130,030	199,998	138,241	1,000,000	156%	
Totals		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress
Total Individuals Served			177,450	226,317	2,280,800		
Total Pounds Distributed (SRV 5jj)		1,350,545	2,836,988	1,117,101	22,000,000	74%	13%
Volunteers (SRV 6f)		Month	YTD	This Month Last Year	Annual Goal	Month Progress	Annual Progress

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Volunteers who received job skill training (e.g., paid partnership through service providers, duplicated)	23	42	13	250	110%	17%
Other Volunteers (i.e., general public, duplicated)	131	245	48	1,500	105%	16%

**Explanation (Over/Under Goal Progress)**

February numbers are slightly lower due to 2 main factors. First, it is 3 full days shorter than the previous month. Second, the annual inventory audit occurs over the last few days of February. During this period, the movement of food in and out of the warehouse is drastically throttled down to ensure accuracy for the audit. In cells G19 & G20, the Free Farmers Market numbers are in yellow. We have set an annual goal that corresponds to an additional 5 new sites. However, due to construction delays, we will not have the capacity to procure the requisite produce until Q4. As a result, this column will show yellow or below for most of the rest of 2023.

<b>2023 Program Strategic Goals</b>	<b>Progress Towards 2023 Strategic Goals</b>
Cultivate strong relationships with organizations working on food insecurity including the food policy council.	Attended the Blue Zones Project Food Policy Summit. Planned follow up meeting with key stakeholders for March 6th.
Re-configure the pantry program from on-site shopping to online ordering.	Kicked off the online ordering structure with a handful of pantry partners. Working out minor challenges prior to full launch with 100 additional pantries on April 1.
Create additional access points in the county by adding new pantries as well as providing night and weekend pantry access.	We added 6 pantries this month. Our total pantry partner count is 102. Communication and training will be provided during the partner agency conference on March 21st.
Develop a classification system for measuring, tracking and increasing the nutrition level of the food distributed.	Classification of food in nutritional categories in March.
Develop a direct to client home delivery program for emergency food assistance.	Development of this program is set to begin in Q3.

**Program Highlights**

In February 2023, we initiated the first phase of our pantry program restructure. Four agency partners piloted the program change to allow us the opportunity to test out the changes and make necessary corrections before going live with the remaining 100+ pantries on April 1st. In February 2023 we added another free farmers market location bringing our total to 5, monthly. Our goal is to provide 10 free farmers markets monthly around Kern County by the end of 2023.

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Month	February-23	Program/Work Unit	Migrant Childcare Alternative Payment (MCAP)		
Division/Director	Susana Magana	Program Administrator	Laura Porta		
Reporting Period	January 01, 2023 to December 31, 2023				
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	167	307	500	401%	61%
Childcare Providers (SRV 7f )	16	34	120	160%	28%
MCAP Subsidies (SRV 7e )	Month of Dec processed in Jan	YTD	Goal	Month Progress	Annual Progress
Provider Payments-Subsidies Expended	\$1,655,478	\$ 3,340,432	\$14,000,000	142%	24%
MCAP FY 2022 / 2023 Progress	Current Month	FYTD	Goal	Month Progress	Annual Progress
Child Enrollments	167	1967	2300	7.26%	85.52%
Provider Payments-Subsidies Expended	\$1,655,478	\$ 8,906,454	\$21,500,000	92%	41%
Explanation (Over/Under Goal Progress)					
The Migrant Childcare Program continues to make progress in attaining the set enrollment goals to meet our contract. This month we faced significant challenges in enrolling new families for services due to the harsh weather conditions. Despite this our program was able to enroll 167 new children for services. All program personnel continue to work effectively, and actively seek to expand our services to other communities within our service area. Our program currently has no waiting list and we continue to enroll families as soon as enrollment requirements are met.					
Program Strategic Goals		Progress Towards Goal			
1. Fill Staff Vacancies.		Management continues to work with Human Resources and this month we welcomed two new staff members: Graciela Espinoza and Jaqueline Martinez. Both staff members are currently undergoing our training process.			
2. Staff Retention and Training		MCAP is undergoing a full training review for all staff members. Management is conducting monthly training meetings, with all staff, and including team building sessions to enhance motivation and work satisfaction.			

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3. Contingency Staffing Plan & Solidify Program Growth.	Our program is currently recruiting for the outreach technician position. This position will enable us to have a stronger presence in the community and increase our pool of family applications with the goal of having a waiting list of eligible families for enrollment.
<b>Program Highlights</b>	
Our program has reached a total enrollment of 1967 children actively receiving services.	

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Month	February-23	Program/Work Unit	Women Infants & Children (WIC) Nutrition		
Division/Director	Susana Magana	Program Manager	Lorna Speight		
Reporting Period	January 1, 2023 - December 31, 2023				
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)	13,677	13,677	14,610	94%	
Local Vendor Liaison-Contact Stores (contact 67 vendors 1 contact required per quarter totaling 268 contacts per year)	17	77	268	76%	29%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)	954		900	106%	
Outreach	Month	YTD	Goal	Month Progress	Annual Progress
Online Enrollment	175	348	1,500	140%	23%
WIC Presentations and Outreach Events	8	15	72	133%	21%
Publication in newspaper, television, and/or social media postings (English and Spanish)	24	49	260	111%	19%
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.	10	22	120	100%	18%
Explanation (Over/Under Goal Progress)					
The Local Vendor Liaison (LVL) store visits were slightly below the goal, however the LVL visited more stores in January so the overall goal for the past two months has been met.					
Program Strategic Goals			Progress		

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Develop strategies to increase WIC retention and re-engagement with current participants.	We are continuing to work on reports such as "participants eligible for benefits with no future appointments" so we can contact and reconnect with those participants who are certified but not participating in the program. Participants are being sent text message reminders through Tele-task of their upcoming appointments.
<b>Program Highlights</b>	





## **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  
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Month	February-23	Program/Work Unit		East Kern Family Resource Center (EKFRC)		
Division/Director	Fred Hernandez Youth & Community Services	Program Manager	Anna Saavedra			
Reporting Period	January 1, 2023 - December 31, 2023					
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
DR Referrals - Received from DHS		33	64	125	317%	51%
Case Management-Families (SRV 7a)		1	6	50	24%	12%
Case Management-Children (SRV 7a)		3	13	125	29%	10%
Differential Response Total		37	83	300	123%	28%
First 5		Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)		4	4	40	120%	10%
Children Receiving Case Management Services (SRV 7a)		4	4	55	87%	7%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)		0	0	20	0%	0%
Children Educational Center Base Activities (FNPI 2b)		0	1	30	0%	3%
Children Educational Home Base Activities (FNPI 2b)		4	4	30	160%	13%
Children Summer Bridge Activities (FNPI 2b)		0	0	15	0%	0%
Family Support Services for non-clients with children 5 and under		35	35			
Collaborative Meetings Participated		1	2	12	100%	17%
First 5 Total		48	50	202	67%	25%
Walk-In Community Services (Duplicated Clients & Case Managed Clients)		Month	YTD			
Food Assistance		88	226			
House Hold Items		8	25			
Hygiene Kits		3	13			
Referrals		26	66			
Emergency Clothing		32	89			
Administrative Services & Copies		313	510			
Transportation Services		2	8			
Education Supplies		5	15			
Covid - 19 Supplies		9	19			
Baby Supplies		15	32			

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Explanation (Over/Under Goal Progress)	
The First 5 Program numbers may appear low, however EKFC is on track with target goals. For 2022-2023.	
Program Strategic Goals	Progress Towards Goal
Relocating of EKFC	EKFC is searching for a building in East Kern to relocate and possibly partner with other programs.
2. Participate in community events.	EKFC continues to receive clothing donations through Trical Chemicals, and continues to receive food donations through the Salvation Army who has kept the pantry stocked up.
3. Expand our reach across the East Kern Communities.	VITA began to provide virtual tax services at the EKFC in the month of February 2023.
Program Highlights	
EKFC provided services for a total of 130 walk-ins in the the month of February. Diana, our front office assistant, is temporarily taking care of the HEAP applications and is doing a great job!	

**Community Action Partnership of Kern  
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Month	February-23	Program/Work Unit		Oasis Family Resource Center		
Division/Director	Fred Hernandez		Program Manager	Eric Le Barbe		
Reporting Period	January 1, 2023 - December 31, 2023					
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 Kern (Unduplicated Services)	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)	
Parents Receiving Case Management Services (SRV 7a)	2	6	30	40%	20%	
Children Receiving Case Management Services (SRV 7a)	3	7	30	60%	23%	
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	7	7	10	420%	70%	
Children Educational Home Base Activities (FNPI 2b)	2	4	15	80%	27%	
Children Summer Bridge Activities (FNPI 2b)	0	0	10	0%	0%	
Family Support Services for non-clients with children 5 and under	11	36				
First 5 Total	25	60	95	158%	63%	
Walk-In Community Services (Duplicated & Non First 5 Kern Clients)	Month	YTD				
Food/Household Items (SRV 7c )	68	150				
Household Items (SRV 7c )	95	207				
Baby Supplies	54	123				
Referrals/Administrative Services (SRV 7c)	17	101				
Court Mandated Correspondence	12	12				
Emergency Clothing (SRV 7n)	15	40				
Copies	7	15				
Educational Supplies	11	11				
Transportation Assistance (SRV 7d )	11	30				
COVID-19 Supplies (SRV 5oo)	19	48				
Total Community Services	309	737				
Explanation (Over/Under Goal Progress)						
The First 5 Kern numbers may appear to be low but the Oasis FRC is well on track to meet F5K fiscal year 2022-2023 as reporting is from July 2022 to June 2023. Goals are on target with 29 parents and 38 children being case managed in current fiscal year.						
Program Strategic Goals		Progress Towards Goal				
1. Offer Court Mandated Nurturing Parenting Class every other quarter.		The Oasis started a new 12-week class in February. 11 parents are enrolled in the class but only 7 are included in the F5K report as 3 parents don't have children 0-5 and one parent is a duplicate who is retaking the class in the same fiscal year.				

**Community Action Partnership of Kern  
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2. Apply for three funding opportunities that would help extend range of services outside First 5 clients for under served families (Parenting, Children 6-18, seniors, and homeless individuals).	The Oasis FRC is in process to apply for additional funding/resources for baby items with the Baby2Baby application and a baby shower grant with First 5 Kern.
3. Participate in community outreach activities to promote CAPK & Oasis FRC services and seek donations from local business partners (in-kind and monetary).	The Oasis FRC participated in the Ridgecrest Chamber of Commerce Outlook Conference in February and was able to network with local businesses. The purchase of a booth was donated by Peggy Breeden owner of the Swap Sheet. The FRC received 125 boxes of food and household products in February from the LDS Church.
<b>Program Highlights</b>	
The Oasis Family Resource provided community services for a total of 132 inquiries in the month of February 2023. VITA started providing services at Alta One Credit Union this month.	

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Month	February-23	Program/Work Unit		Energy & Utility Assistance		
Division/Director	Fred Hernandez		Program Administrator	Wilfredo Cruz Jr.		
	January 1, 2023 - December 31, 2023					
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) 2022 Ends June 30, 2023		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		0	0	0	0%	100%
Utility Payments		\$ -	0	\$ -	0%	100%
Households Served - Weatherization		12	23	90	307%	26%
American Rescue Plan Act (ARPA) 2021 Ends June 2023		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		429	957	2,000	574%	48%
Utility Payments		\$ 581,022	1,301,074	\$ 2,565,058	609%	51%
Low-Income Household Water Assistance Program (LIHWAP) 2021 Ends August 2023		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		56	154	2,000	92%	8%
Utility Payments		\$ 35,894.00	\$99,123	\$1,972,332	60%	5%
Low-income Home Energy Program (LIHEAP) 2023 Ends June 30, 2024		Month	YTD	Goal		
Households Served - Utilities Assistance		139	249	1,900	157%	13%
Utility Payments		\$ 207,526	393,015	\$ 2,587,322	182%	15%
Households Served - Weatherization		0	0	80	0%	0%
Totals		Month	YTD	Goal	Month Progress	Annual Progress
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)		624	1,360	5,900	277%	23%
Total Utility Payments		\$ 824,442	1,793,212	\$ 7,124,712	302%	25%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t)		12	23	170	162%	14%
Explanation (Over/Under Goal Progress)						
- 2022 LIHEAP utility assistance funds are fully expended, only weatherization funds are available at this time - 2021 LIHWAP contract maybe extended in the future - 2023 LIHEAP weatherization - will not commence, until 2022 LIHEAP funds are fully expended						
			Progress Towards Goal			
1) Fully implementing online client self-application for Utility Assistance			Currently in process of testing self-application system			
2) Become fully staffed and trained in Weatherization and Utility Assistance			Wx - Fully staffed, 80% trained UA - 80% staffed, 70% trained			
3) Fully expend 2022 LIHEAP and 2021 ARPA contracts by end of contract dates			2022 LIHEAP - UA expended, currently working on WX portion of the contract 2021 ARPA - pends LIHEAP UA funds priority to be expended			
Program Highlights						

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Month	February-23	Program/Work Unit		Friendship House Community Center (FHCC)			
Division/Director	Fred Hernandez		Program Manager	Lois Hannible			
Reporting Period	January 1, 2023 - December 31, 2023						
Program Description							
Located in Southeast Bakersfield, the program serves children, adults, and families through after-school, summer and mentor programs, 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, 2023		42	None	84	100	0%	84%
Summer Program (Max Capacity due to COVID) (SRV 2m)		TBD	TBD	N/A	35	N/A	N/A
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)		11	None	22	50	0%	44%
Medi-Cal Outreach			Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions			None	3026	12,000		25%
Canvasing phone calls and flyers			2302	4101	10,000	276%	41%
Explanation (Over/Under Goal Progress)							
The Medi-Cal program is launching a large outreach campaign which includes billboards and GET bus ads, which will start running in March of 2023. The afterschool and Mentor programs are currently recruiting youth participants. The Friendship House will start accepting registration for the Summer Program in April of 2023.							
Program Strategic Goals				Progress			
Plan and facilitate Friendship House (FHCC) Advisory Board fundraising event to benefit the Friendship House .				The FHCC Advisory Board is currently working on plans to host a Mixer event in Oct of 2023, to raise discretionary funds for the center.			
Recruit and secure staffing for the Friendship House.				The FHCC provided job offers to three individuals, which included one Program Educator for the Mentor Program and two Program Educators for the CalVIP program.			
Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.				The FHCC Program Manager is currently working with the CAPK grant team to develop a proposal for the Kern Family Health Care grant opportunity.			
Program Highlights							
An MCAP sub-office will soon be located at the Friendship House, bringing additional well needed services to SE Bakersfield, where the program can be easily accessed by the community.							

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Month	February-23	Program/Work Unit			Shafter Youth Center (SYC)		
Division/Director	Fred Hernandez			Program Manager	Angelica Nelson		
Reporting Period	January 1, 2022 - December 31, 2023						
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) June/July		0	0	0	40	0%	0%
After School Program Enroll (FNPI 2c &SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)		22	3	22	35	103%	63%
Community Programs			Month				
Dignity Health Mental Health Project, Adult Basketball, Energy Program (Utility Assistance), VITA Tax Assistance, Fitness Boot Camp and Girl Scouts			7 groups				
Outreach Activities			Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)			1	2	6	200%	33%
Community Events (i.e., diaper, food, PPE distributions)			0	0	6	0%	0%
Dignity Health Mental Health (Spanish) meets 1x per month in person; Adult basketball 2x per week; Energy Program hosts appointments 1x per month; Fitness Boot Camp meets 2x per week; Girl Scouts meet 2x per month; VITA Tax service by CAPK were 2x in February;; Service Clubs/Chamber of Commerce used for meetings this month.							
Program Strategic Goals			Progress				
restrictions ease up while maintaining a safe environment.			Registration continues to increase				
2. Increase attainment of program funding to provide larger variety of program offerings.			we are actively seeking and completing grant applications.				
3. Increase community engagement, including volunteers, social media, program participation.			Recent FaceBook postings have caught attention to out program				
Program Highlights							
Special Town Hall meeting for City of Shafter residents was hosted by California Resource Corporation and Kern Community College District on Direct Air Capture.							



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- 1) Restructure of Weatherization portion of program
- 2) Reclassifying and Grade Changes for various positions in Energy
- 3) Lost Hills and City of Wasco have joined the LIHWAP program

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Month	February-23	Program/Work Unit	Volunteer Income Tax Assistance (VITA)			
Division/Director	Fred Hernandez		Program Manager	Jacqueline Guerra		
Reporting Period	January 1, 2023 - December 31, 2023					
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) 10/01/2022 to 09/30/2023		Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Federal		1,860	2,292	6,000	974%	38%
State		1,860	2,261	6,000	987%	38%
Refunds and Credits (SRV 3o) 10/01/2022 to 09/30/2023		Month	YTD			
Federal Refunds		\$1,921,952	\$2,416,901			
State Refunds		\$609,434	\$733,488			
Federal EITC (income limit \$57,414/household)		\$1,155,077	\$1,523,827			
CalEITC (income limit \$30,000/household)		\$228,703	\$299,108			
Total Refunds and Credits		\$3,915,166	\$4,973,324			
Individual Taxpayer Identification Number (ITIN) (SRV 3o) 10/01/2022 to 09/30/2023		Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Applications (New/Renewal)		21	30	65	840%	46%
Explanation (Over/Under Goal Progress)						
During the month of February all 17 sites are open and operating.						
Program Strategic Goals			Progress Towards Goal			
Continue to outreach in communities of our new sites to bring new clients to VITA and allow opportunity to promote other CAPK services						
			<a href="#">CAPK VITA - Site Coordinator Andrea Chavez - YouTube</a>			
Program Highlights						
<a href="https://www.youtube.com/watch?v=wK21lUgkw3w&amp;feature=youtu.be">https://www.youtube.com/watch?v=wK21lUgkw3w&amp;feature=youtu.be</a>						



## **Operations**

Maintenance

Information Technology

Data Services

Risk Management

**Community Action Partnership of Kern  
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Month	February-23	Program/Work Unit	Operations Division	
Division/Director, Assistant Director	Emilio Wagner Director of Operations, Maria Contreras Assistant Director	Program Managers	Douglas Dill, Ryan Dozier, Laurie Sproule	
Reporting Period	January 1, 2023 - December 31, 2023			
Division Description				
Facility repair and maintenance, information technology, risk insurance, and facility planning.				
Data Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Dynamic 365 Fixes	0	0	0	0
Dynamic 365 Enhancements	0	0	0	0
Projects				
Universal Intake		Develop intake for programs that don't have an electronic process.	60%	60%
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.	85%	85%
Referral Management Enhancements		1. Build the 3 referral contact attempt. 2. Build the process to close out Approval Emails 3. FRC process needs to bridge their Inquiry Process to Referral System (*This is a wish item, FRC do double work) 4. Add mentor program and medical program as new delivery frameworks and incorporate them into the workflows	95%	95%
FRC Platform Updates		Many enhancements and process updates to how the FRC capture data from walk in clients and their grant obligations.	95%	95%
Volunteer Check In Application Enhancements		Enhancements to add qualify of life features to the Volunteer Check In application.	100%	100%
Feeding America Service Insights Project		Effort to digitize the intake process for our Food Bank and partner sites.	20%	20%

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Facilities				
Activity	Requested	In-Progress	Processed	Processed YTD
Facility Work Orders	266	433	257	605
Construction Projects				
Head Start Expansion		Harvey Hall, Pete Parra, Sterling, & Martha Morgan	98%	
Food Bank Expansion		Access Road & Site Utilities	83%	
Major Maintenance Projects				
Information & Technology				
Activity	Requested	In-Progress	Processed	Processed YTD
Help Desk Work Orders	473	102	208	454
Information & Technology Projects				
Description		% Completed	Comments	
SJC WIFI Replacement		10		
SJC Firewall Replacement		100		
Head Start Expansion		60		
Risk Management				
Workers Compensation Claims		Reported	Reported YTD	
For Report Only		7	12	
First Aid		1	4	
Medical		0	2	
Modified Duty		0	0	
Lost Time		0	0	
Under Invest / Non-Ind / Students / Parents / Volunteers		1	2	
Property		3	4	
Vehicle Incident / Grand Theft Auto		0	1	
Motor Vehicle Accident		2	2	
Work Place Violence / ODs / Death		0	1	
Total		14	28	
Program Strategic Goals		Progress Towards Goal		
Develop a facility deferred maintenance program.	TBD			
Develop and implement a Data Governance strategy.	TBD			
Enhance customer experience —measured based on reaction time and customer sentiment.	TBD			
Program Highlights				



## **Administration**

Grant Development

CAPK Foundation

Outreach & Marketing

2-1-1 Kern Call Center

Community Schools Partnership Program (CSPP)

**Community Action Partnership of Kern  
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Month	February-23	Program/		Executive Division		
Division/Director	Pritika Ram		Program Manager			
Reporting Period	January 1, 2023 - December 31, 2023					
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		34,248	71,007	230,000	179%	31%
Facebook Impressions (i.e., number of times users see content)		80,148	159,955	600,000	160%	27%
Other Social Media Impressions		18,001	36,049	150,000	144%	24%
Outreach Advocacy		Outreach Special Projects				
Identified new staff members with Senator Grove's, Assemblywoman Bains', and Senator Hurtado's Offices.		Working with HeySalty to begin planning Community Action Month that will take place 5/13/23 at SYC.				
Scheduling meeting with elected officials for NCAF visit to Washington.		Attended the NCAP MLTC Conference.				
Scheduling meetings for staff to meet with elected officials for CalCAPA Legislative Day in Sacramento in April.		Partnered with KGET and KERO23 to promote M Street's Health and Hygiene Drive.				
Supported Friendship House and Energy outreach efforts for Medi-cal and Water Assistance.		Attended Local PRSA meeting to network with local partners.				
		Working with East Kern Staff to plan, market, and host a community Resource fair for 3/31/23 in Rosamond.				
		Working with the Food Bank to assist planning the Partnership Conference that will take place on 3/21/23 at FHCC.				
		Assisting the CAPK Foundation with planning the Foundation mixer that will take place on 3/30.				
		Developed, edited, and promoted a video for 211 day.				
		Hosted and promoted Hijab Challenge with the CAPK DEI Committee.				
		Attending a participating in the CalCAPA and NCAP Young Professionals Cohorts.				
Grants In Progress/Research		Projects				
CDFA - Community Resilience Grant. Microgrid and emergency response for the Friendship House Community Center (FECK) in partnership with City of Bakersfield.		Strategic Plan Goal 1 - Food Insecurity Assessment - In progress. The surveys went out to pantry sites to collect their feedback on access and affordability.				

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Strategic Growth Council - Transformative Climate Communities (TCC) Round 5. Research viable projects , including Food Hub/Incubator and home weatherization and solar installations in the Southeast Bakersfield area. Grant is led by the City of Bakersfield.	Implemented Board Training Calendar
Grant proposals in progress for East Kern FRC, Oasis FRC, Shafter Youth Center, Friendship House Community Center, and VITA. All programs are applying for the Kern Family Health Care Community Grant.	Community Economic Resilience Fund Program (CERF) and the Kern Coalition continues to meet weekly to plan for the upcoming contract.
Research and Planning for upcoming RFP from the County of Kern on the Supportive Services Village in North Bakersfield.	
<b>Community Services Block Grant (CSBG)</b>	<b>Process Improvement (i.e., ROMA, PCDD)</b>
Preparing for 2022 Annual Report Submission (Due 2/8/2023). Will present agency-level data once report is finalized.	ROMA - Phase III has been completed and the cohort is now working on the final exam. Their due date for the exam is 2/17.
Created 2023 Program Profiles Workbook.	Joined the Social Return of Investment (SROI) workgroup led by CalCAPA.
<b>Foundation</b>	
Attended KEDC State of the County Dinner.	Attended the National CAP Conference.
Prepared mailing to prospects for Foundation Reception on 3/30.	Held Foundation Committee Meeting to plan future events and fundraisers.
On-Site visit and planning for Foundation Reception on 3/30	Researched grant opportunities with Waterman Foundation and Virginia & Alfred Harrell Foundation.
Lunch Meeting with Chase Bank to discuss partnership opportunities.	Completed registration and set-up for Give Big Kern.
<b>Explanation (Over/Under Goal Progress)</b>	
<b>Program Strategic Goals</b>	<b>Progress Towards Goal</b>
1. Customer Relationship Management Projects, including Volunteer Management, inter-agency Referral Management, and contract management.	This project is active. Currently, staff is in the process with the technology consultant on complete client demographic information for 2022. Independent trainings are given if new staff come on board or current staff need a refresher.
2. Increase grant development and marketing activities, which are aligned with the 2021-25 Strategic Plan.	Staff continue to meet weekly to discuss Goals 1-6. Progress on Goal 1, 4, 5, and 6 continues and others are in the development phase.
3. Agency-level adoption of Results Oriented Management & Accountability (ROMA) and Patient-Centered Data Driven Principles to programmatic and operational use.	As mentioned above, one (1) staff is ROMA Implementer certified and a cohort is nearing the end of the ROMA training and will prepare for testing.
<b>Program Highlights</b>	



**Community Action Partnership of Kern  
Monthly Report 2023**

Month	February-23	Program/Division		2-1-1 Call Center Program		
Division/Director	Pritika Ram		Program Manager	Sabrina Jones-Roberts		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The 2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. The 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has over 15 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera through the United Way partnerships.						
Most Requested Services	Homeless Diversion Programs		Food Stamps		Utility Service Payment	
Top 3 Unmet Needs	Food Pantries		Homeless Shelter		Rent Payment Assistance	
Information and Referral Services Calls Handled		Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)		2,397	10,035	90,000	32%	11%
Kings County (SRV 7c)		226	622	4,000	68%	16%
Tulare County (SRV 7c)		533	1,809	18,000	36%	10%
Stanislaus County (SRV 7c)		465	1,927	19,200	29%	10%
Fresno & Madera		2,264	3,729	20,000	136%	19%
Merced & Mariposa (effective March 2022)		82	224	500	197%	45%
Total I&R Calls Handled		5,967	18,346	151,700	83%	12%
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.				9	0.9	1.28
Grant Funded Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)		7	18	300	28%	6%
Medi-Cal Application (SRV 7b & SRV 7c)		2	6	100	24%	6%
First 5 Help Me Grow (HMG) Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)		23	64	300	92%	21%
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)		19,982	43,929	225,000	107%	20%
Other Calls		Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)		3,110	11,804	45,000	83%	26%
Mental Health (SRV 7c)		255	712	3,700	83%	19%
Health and Human Service Referrals		4,352	10,639	110,000	47%	10%
Total Other Services		7,717	23,155	158,700		

**Community Action Partnership of Kern  
Monthly Report 2023**

Explanation (Over/Under Goal Progress)	
2-1-1 consistently aims to meet or exceed annual goals for all counties. Although Tulare and Stanislaus are under, the service still continues to be a necessity for those counties.	
Program Strategic Goals	Progress Towards Goal
1. Recruitment and Retention of staff	2-1-1 is actively recruiting for 6 Information & Referral Specialists. The program has completed three rounds of interviews in February 2023 with an objective to fill the vacancies. 2-1-1 has made several offers and anticipates an external candidate will onboard on 3/6/23.
2. Contract Retention	2-1-1 has an objective to maintain current contracts and seek new contract opportunities that align with the programs objectives. The program is working on meeting reporting expectations of all funding sources and maintain a trusting relationship to strengthen the opportunity for the contracts to be expanded.
Program Highlights	
2-1-1 strives to handle calls with quality and efficiency and is pleased with exceeding the call handling goals for several counties.	

**Community Action Partnership of Kern  
Monthly Report 2023**

Month	February-23	Program/Work Unit		Community School Partnership Program		
Division/Director	Pritika Ram		Program Manager	Sabrina Jones-Roberts		
Reporting Period	January 1, 2023 - December 31, 2023					
Program Description						
The Community School Partnership Program provides direct wrap around case management to school families for students who are enrolled within Bakersfield City School District's Community Schools. The program links student families to community-based services addressing food insecurities, housing stability, or other related basic services. The program is modeled after the Four Pillars of a successful Community School designed to mitigate academic and social impacts of emergencies affecting its local communities and improve school responsiveness to student and family needs.						
Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
Families referred to Program (SRV 7c)		42	62	920	55%	7%
Total Families referred internally for Employment Resources (2-1-1)		4	8	153	31%	5%
Total Families referred internally for Food and Nutrition (2-1-1 or CalFresh)		5	17	153	39%	11%
Total Families referred internally for Housing (CES)		8	17	153	63%	11%
Total Families referred internally for Childcare (Head Start)		10	15	153	78%	10%
Total Families referred internally for Utility Assistance (Energy)		10	20	153	78%	13%
Total Families referred internally for Weatherization (Energy)		2	6	153	16%	4%
Families Receiving Case Management Services (SRV 7a)		22	41	460	57%	9%
Explanation (Over/Under Goal Progress)						
All Case Managers are to be co-located at Bakersfield City School Districts School Sites. They will actively communicate with Family and Community Engagement Liaisons and School Social Workers and participate in their Multi-Tiered System of Support meetings to identify student families that are in need of community based services. The first student family was referred to Community School Partnership Program by the Liaison of Emerson Middle School on 12/8/2022 after the Case Manager transitioned to the school site.						
Program Strategic Goals		Progress Towards Goal				
1) Recruitment		The program has made its final recruitment for the case manager position and also opened a requisition for Program Supervisor. The program has interviews scheduled for the beginning of March to fill the Supervisor vacancy.				
2) Fill vacancies for open positions		In an effort to fill vacant positions, the program has onboarded a case manager on 2/6/23 and anticipates conducting successful interviews for its Program Supervisor in March 2023.				
Program Highlights						
The program onboarded a case manager on 2/6/2023 and the school site transition occurred on 2/14/2023.						

Application Status Report  
February 2023

Opportunity Name	Description	Funder	Amount Requested	Amount Awarded	Deadline	Status
Whale Tail Grants Program	Project funds will be utilized to give FHCC and SYC at-risk children from FHCC and SYC residing in the economically challenged areas of southeast Bakersfield and Shafter California new knowledge, curiosity, appreciation and respect for marine life and ecosystems	California Coastal Commission	\$ 11,003.00	\$ -	11/4/2022	Denied
The Women's and Girls' Fund	This grant application is intended to provide 45 low-income women with paid training and work experience through VITA during the tax season to help lead them to future job prospects.	Kern Community Foundation	\$ 25,000.00	\$ -	2/3/2023	Denied
Economic Mobility focused on the needs of individuals and families	Program: M St. Navigation Center Description: Funds for this project will be utilized to purchase feminine and hygiene supplies.	Bank of America	\$ 15,000.00	\$ -	2/17/2023	Pending
CA Dept. of Food and Agriculture- Community Resilience Centers Program	Program: Friendship House Community Center This proposal focuses on improving community facilities to enhance the state's emergency preparedness capabilities, particularly in response to climate change.	City of Bakersfield	\$ 7,762,302.00	\$ -	2/27/2023	Pending
Homeless Management Information System (HMIS) Lead Agency	The proposal is to operate the HMIS for the Homeless Management Information System (HMIS) Lead Agency for the Bakersfield/Kern Continuum of Care (CA-604).	Bakersfield Kern Regional Homeless Collaborative	\$ 625,000.00	\$ -	2/28/2023	Pending
English Language Learner Integrated Education and Training Fund	County ETR is the lead applicant. CAPK to provide referrals and child care for participants with children during their course training at the FHCC.	County of Kern Employer's Training Resource	\$ 114,376.00	\$ -	3/6/2023	Pending
Workplace Literacy Pilot Project	Project goal: Partner with employers for improving language and literacy skills of their current workforce. Abandoned: We currently do not have a program like this and there are other partners in the county that can support this better.	Employment Training Panel	\$ -	\$ -	3/11/2023	Abandoned
National Institute of Food & Agriculture, Gus Schumacher Nutrition Incentive Program	The GusNIP Nutrition Incentive Program aims to fund and evaluate projects intended to increase the purchase of fruits and vegetables by USDA SNAP participants in all 50 States. Underserved communities: and/or communities where most residents are racial/ethnic minorities, living below the Federal poverty line, and/or rural or remote communities	US Department of Agriculture (USDA)	\$ -	\$ -	3/15/2023	Abandoned
CalMoneySmart Grant	CalMoneySmart is a grant program created by Senate Bill 455 (Ch. 478, Stats. 2019), which established the Financial Empowerment Fund. Through this program, the Department of Financial Protection and Innovation (DFPI) offers grants of up to \$200,000 each to develop and deliver free financial education and empowerment programs to help unbanked and underbanked communities.	Department of Financial Protection and Innovation (DFPI)	\$ -	\$ -	3/15/2023	Abandoned
National Institute of Food & Agriculture, Gus Schumacher Nutrition Incentive Program Produce Prescription Program	Make Safe, Nutritious Food Available to All Americans. The GusNIP Nutrition Incentive Program aims to fund and evaluate projects intended to increase the purchase of fruits and vegetables by USDA SNAP participants in all 50 States. Target population includes underserved communities; and/or communities where most residents are racial/ethnic minorities, living below the Federal poverty line, and/or rural or remote communities.	US Department of Agriculture (USDA)	\$ -	\$ -	3/15/2023	Abandoned
Kern Family Health Care Community Grant Program	Program: SYC   Funds from this grant will be used to conduct healthy cooking classes for youth at the Shafter Youth Center.	Kern Family Health Care (KFHC)	\$ 4,000.00	\$ -	3/17/2023	Pending
Kern Family Health Care Community Grant Program	Program: FHCC Funds from this grant will be used to purchase Science learning material from LeapFrog Academy and the rental of a charter bus for a fieldtrip to the California Science Museum.	Kern Family Health Care (KFHC)	\$ 4,000.00	\$ -	3/17/2023	Pending
Kern Family Health Care Community Grant Program	Program: East Kern FRC Description: Funds from this grant will be used to purchase gas cards, bus passes, feminine products, and baby supplies for Mojave residents.	Kern Family Health Care (KFHC)	\$ 4,000.00	\$ -	3/17/2023	Pending
Kern Family Health Care Community Grant Program	Program: VITA   Funds from this grant will be used to purchase office supplies, gas cards, and meals for VITA volunteers.	Kern Family Health Care (KFHC)	\$ 4,000.00	\$ -	3/17/2023	Pending
Kern Family Health Care Community Grant Program	Program: Oasis FRC Funds from this grant will be used to purchase gas cards, bus passes, feminine products, and baby supplies for Ridgecrest residents.	Kern Family Health Care (KFHC)	\$ 4,000.00	\$ -	3/17/2023	Pending



Application Status Report  
February 2023

Kern Family Health Care Community Grant Program	Program: M St. Navigation Center. Description: This project aims to purchase hygiene products for residents at M St.	Kern Family Health Care (KFHC)	\$ 4,000.00	\$ -	3/17/2023	Pending
Listos California Target Grant (LG) Program	Distribution of emergency preparedness resources and education. Program: 2-1-1	California Governor's Office of Emergency Services	\$ 300,000.00	\$ -	3/20/2023	Pending
FY23 Morgan Stanley Foundation Child and Family Choice Year 3	To support costs associated with increasing choice among sites that reach families with Children. Choice Model.	Feeding America	TBA	\$ -	3/23/2023	Pending
Global Products Program	Dental supplies for M Street Navigation	California Dental Association	\$ 25,000.00	\$ -	3/31/2023	Pending
One-Time State Funding for Homeless Housing, Assistance and Prevention Program (HHAP 3)	Diversion Program, Landlord Incentives, Family/Individual Hotel Rural Program, Rural Drop-in Center, Head Start Transportation	Bakersfield Kern Regional Homeless Collaborative	TBA	\$ -	3/31/2023	Pending
Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion and Development (CITED)	The PATH CITED initiative provides funding to enable the transition, expansion and development of Enhanced Care Management (ECM) and Community Supports capacity and infrastructure.	California Department of Healthcare Services (DHCS)	TBA	\$ -	3/31/2023	Pending
High Road Training Partnership Training Implementation Project: Clean Vehicle Technician Apprenticeship	Kern Community College District is the lead applicant in partnership with the California New Car Dealership Foundation for a electric vehicle a training program to achieve employment and career advancement outcomes. CAPK will support with community outreach and engagement in target communities in Kern County.	Kern Community College District	TBA	\$ -	3/31/2023	Pending
Other Opportunities						
CA CERF Economic Development Pilot Project	KCCD is the lead and fiscal agent. CAPK did not apply. Only provided support on the grant development portion of the grant.	Kern Community College District	\$ -	\$ -	2/13/2023	N/A

## Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	Federal and State	CAPK Program	Homeless Services
Funding Agency	Bakersfield/Kern Regional Homeless Collaborative	Project Name	HMIS Lead
CFDA	N/A	Target Population	Kern Homeless Provider Network
Reapplication (Y/N)	N	Number to be served	estimated 60 organizations
Estimated Request	\$625,000	Division Director	Rebecca Moreno
Award Period	12 month period, renewal cycle	Program Manager	TBD, if awarded
<b>Project Goal (One sentence goal statement)</b>			
Identify a Homeless Management Information System (HMIS) lead agency to administer the HMIS system on behalf of the Bakersfield/Kern Regional Homeless Collaborative (also know as the Continuum of Care), which consists of training and technical assistance for the CoC network, contract and licenses management, and complying with the US Department of Housing and Urban Development (HUD) HMIS administrative guidelines, including reporting.			
<b>Project Description (Brief one paragraph description)</b>			
CAPK has applied to be the lead administrator of the HMIS system used among 60+ agencies that work with individuals experiencing homelessness. The system is current managed by the County of Kern - Behavioral Health and Recovery Services. The request for proposals is to transition the current role to a qualified agency to operate the HMIS system for Kern County. Homeless Management Information System (HMIS) is a local information system required for data entry and centralized information storage of individuals utilizing the homeless system within any CoC. The system allows communities within their respective jurisdictions to obtain an duplicated count of all persons served by HMIS participating homeless programs. HMIS provides information on individuals and families enrolled in programs, services accessed, and can be used to assist in homeless system evaluation and effectiveness. Data provided by the HMIS allows for informed policy review and recommendations at the local, state, and federal levels.			
<b>Estimated Budget Summary</b>			
The annual operating budget as the HMIS Lead for CAPK is approximately \$625,000.00 considering staffing at full capacity of 3.5 FTE, as described above and in the budget detail, which represents 40% of the budget, including personnel and benefits. The second largest portion of the budget at 24% is the contract services fee for licensing with Bitfocus Clarity Human Services as the HMIS software vendor. This represents the software support, licenses, and maintenance totaling 220 HMIS licenses, a projected total of licenses compared to the 120 licenses currently managed by the HMIS administrator. We anticipate a 3-5% increase in operational costs (staffing and operations) to align with cost-of-living adjustments			

### Approvals:

1. Division Director	Date
<i>Pratika Ram</i>	Mar 2, 2023
2. Chief Business Development Officer	Date
<i>Louis Gill</i>	Mar 2, 2023
<small>Louis Gill (Mar 2, 2023 16:16 PST)</small>	
3. Chief Program Officer	Date

<i>Nancy Webster</i>	Mar 2, 2023
4. Chief Financial Officer	Date
<i>JTF</i>	Mar 3, 2023
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			
<b>Funding Type</b>	State	<b>CAPK Program</b>	211
<b>Funding Agency</b>	The California Governor's Office of Emergency Services	<b>Project Name</b>	Listos California Target Grant (LG) Program
<b>CFDA</b>	N/A	<b>Target Population</b>	Socially vulnerable population
<b>Reapplication (Y/N)</b>	No	<b>Number to be served</b>	TBA
<b>Estimated Request</b>	\$300,000	<b>Division Director</b>	
<b>Award Period</b>	June 1, 2023 – December 31, 2024	<b>Program Manager</b>	Sabrina Jones-Roberts
<b>Project Goal (One sentence goal statement)</b>			
This work is intended to increase their communities' disaster preparedness, response, recovery, and mitigation capabilities.			
<b>Project Description (Brief one paragraph description)</b>			
2-1-1 Informational and Referral Specialist will connect community members interested in learning more about disaster preparedness to a Program Specialist. The Program Specialist will share online resources regarding emergency food supplies, first aid kits, etc. and the days and times of local community training opportunities. A total of 5 community training courses will be offered. These courses will be located throughout Kern County and provide education and resources related to disaster preparedness. The first 20 people in attendance at each session will receive a food box by way of our food bank, as well as a gift card for \$50.			
<b>Estimated Budget Summary</b>			
\$300,000 will be requested for this project. This budget will cover 10 to 20% FTE for program staff, a subcontractor allocation for County OES ( TBD), general supplies and equipment, indirect costs, rental-fees, and incentive-based fees.			
<b>Recommendation</b>			
Staff recommends approval to submit the funding application and authorize the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.			

### **Approvals:**

1. Division Director \_\_\_\_\_ Date \_\_\_\_\_

4. Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

2. Chief Business Development Officer \_\_\_\_\_ Date \_\_\_\_\_

5. Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_

3. Chief Program Officer \_\_\_\_\_ Date \_\_\_\_\_

### **Date Presented / Approved:**

PRE Approval: \_\_\_\_\_ B&F Approval: \_\_\_\_\_ Executive Approval: \_\_\_\_\_ Board Approval: \_\_\_\_\_

# Community Action Partnership of Kern Funding Profile

Funding Information			
<b>Funding Type</b>	State	<b>CAPK Program</b>	Friendship House Community Center
<b>Funding Agency</b>	Funding Agency: California Labor and Workforce Development Agency  Lead Applicant: Kern County Employers' Training Resource	<b>Project Name</b>	English Language Learners (ELL) Integrated Education and Training Fund (IETF) grant
<b>CFDA</b>	N/A	<b>Target Population</b>	Disadvantaged groups
<b>Reapplication (Y/N)</b>	No	<b>Number to be served</b>	TBA
<b>Estimated Request</b>	\$114,376	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	42 to 45 months, with an anticipated start date in July 2023.	<b>Program Manager</b>	Lois Hannible
<b>Project Goal (One sentence goal statement)</b>			
CAPK will support Employers' Training Resource by providing referrals of prospective participants that need English language education.			
<b>Project Description (Brief one paragraph description)</b>			
Project efforts will focus on providing vocational training for English Language Learners in Kern County. CAPK will work with the project team to help identify opportunities to streamline referrals and the provision of services to maximize the opportunity for project participants to achieve self-sufficiency employment. CAPK also commits to helping with outreach to qualified participants.			
<b>Estimated Budget Summary</b>			
\$114,376 is requested for 1.25 FTEs Program Managers, general office supply and equipment, hiring costs, space costs, and indirect costs.			
<b>Recommendation</b>			
Staff recommends approval to submit the funding application and authorize the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.			

**Approvals:**

1. Division Director \_\_\_\_\_ Date \_\_\_\_\_

2. Chief Business Development Officer \_\_\_\_\_ Date \_\_\_\_\_

3. Chief Program Officer \_\_\_\_\_ Date \_\_\_\_\_

4. Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

5. Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_

**Date Presented / Approved:**

PRE Approval: \_\_\_\_\_ B&F Approval: \_\_\_\_\_ Executive Approval: \_\_\_\_\_ Board Approval: \_\_\_\_\_



**Community Action Partnership of Kern**  
**Small Funding Request (\$50,000 or less per year)**  
**February 2023**

<b>Funding Type</b>	Private	<b>CAPK Program</b>	M St. Navigation Center
<b>Funding Agency</b>	Bank of America	<b>Project Name</b>	Economic Mobility Focused on Individuals and Families
<b>CFDA</b>	N/A	<b>Target Population</b>	M St. Clients
<b>Request</b>	\$15,000	<b>Division Director</b>	Rebecca Moreno
<b>Award Period</b>	June 2023- June 2024	<b>Program Manager</b>	Laurie Hughey
<b>Description</b>	This proposal aims to receive funds to purchase feminine and hygiene products for the M. St. Navigation Center. The hygiene products received will help M St. residents maintain hygienic care and prevent infections or illnesses.		

<b>Funding Type</b>	Private	<b>CAPK Program</b>	East Kern Family Resource Center
<b>Funding Agency</b>	Kern Family Health Care	<b>Project Name</b>	The East Kern Family Resource Center Provides Essential Products
<b>CFDA</b>	N/A	<b>Target Population</b>	East Kern Residents
<b>Request</b>	\$4,000	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	June 2023- December 2023	<b>Program Manager</b>	Anna Saavedra
<b>Description</b>	Program funds will be utilized to purchase essential products for East Kern residents, which are: baby supplies, feminine supplies, gas cards, and bus vouchers. The purchase of gas cards and bus passes will assist clients to travel to their medical or educational needs. The purchase of baby and feminine supplies will help cover the growing demand for these supplies at EKFRCC.		

<b>Funding Type</b>	Private	<b>CAPK Program</b>	Oasis Family Resource Center
<b>Funding Agency</b>	Kern Family Health Care	<b>Project Name</b>	The Oasis Family Resource Center Provides Essential Products
<b>CFDA</b>	N/A	<b>Target Population</b>	Ridgecrest residents
<b>Request</b>	\$4,000	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	June 2023- December 2023	<b>Program Manager</b>	Eric Le Barbe
<b>Description</b>	Program funds will be utilized to purchase essential products for Ridgecrest residents, which are: baby supplies, feminine supplies, gas cards, and bus vouchers. The purchase of gas cards and bus passes will assist clients to travel to their medical or educational needs. The purchase of baby and feminine supplies will help cover the growing demand for these supplies at OFRC.		

**Community Action Partnership of Kern**  
**Small Funding Request (\$50,000 or less per year)**  
**February 2023**

<b>Funding Type</b>	Private	<b>CAPK Program</b>	Friendship House Community Center
<b>Funding Agency</b>	Kern Family Health Care	<b>Project Name</b>	The Friendship House Community Center Science Explorers
<b>CFDA</b>	N/A	<b>Target Population</b>	Youth in 93307
<b>Request</b>	\$4,000	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	June 2023- December 2023	<b>Program Manager</b>	Lois Hannible
<b>Description</b>	This project proposal aims to provide a meaningful and educational experience for summer students at FHCC with a visit to the California Science Museum. In addition to the field trip, students will embark on a science learning experience with LeapFrog Academy Science software and devices.		
<b>Funding Type</b>	Private	<b>CAPK Program</b>	Shafter Youth Center
<b>Funding Agency</b>	Kern Family Health Care	<b>Project Name</b>	The Shafter Youth Center Gets Cooking
<b>CFDA</b>	N/A	<b>Target Population</b>	Youth in 93263
<b>Request</b>	\$4,000	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	June 2023- December 2023	<b>Program Manager</b>	Angie Nelson
<b>Description</b>	This proposal aims to provide a healthy cooking experience for youth at the Shafter Youth Center with a chef attending the site to provide healthy cooking lessons. This project will teach children easy healthy recipes that they will be able to follow at home and encourage their family members to have them as well.		
<b>Funding Type</b>	Private	<b>CAPK Program</b>	Volunteer Income Tax Assistance
<b>Funding Agency</b>	Kern Family Health Care	<b>Project Name</b>	Volunteer Income Tax Assistance Supplies
<b>CFDA</b>	N/A	<b>Target Population</b>	Kern County
<b>Request</b>	\$4,000	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	June 2023- December 2023	<b>Program Manager</b>	Jacquelyn Guerra
<b>Description</b>	Program funds will be utilized to purchase office supplies, gas cards, and meal costs for volunteers. The proposal seeks to cover expenses that are unallowable costs through VITA's main source of funding to retain volunteers.		

**Community Action Partnership of Kern  
Small Funding Request (\$50,000 or less per year)  
February 2023**

<b>Funding Type</b>	Private	<b>CAPK Program</b>	M St. Navigation Center
<b>Funding Agency</b>	Kern Family Health Care	<b>Project Name</b>	Low Barrier Navigation Center
<b>CFDA</b>	N/A	<b>Target Population</b>	Homeless individuals
<b>Request</b>	\$4,000	<b>Division Director</b>	Freddy Hernandez
<b>Award Period</b>	June 2023- December 2023	<b>Program Manager</b>	Laurie Hughey
<b>Description</b>	This project proposal will fund the purchase of hygiene kits which include shampoo, conditioner, soap/body wash, toothpaste, toothbrushes, deodorant, hairbrushes, socks, sports bras, feminine hygiene items, and underwear.		

<b>Funding Type</b>	Private	<b>CAPK Program</b>	M St. Navigation Center
<b>Funding Agency</b>	California Dental Association	<b>Project Name</b>	Dental Supplies for M St.
<b>CFDA</b>	N/A	<b>Target Population</b>	Homeless individuals
<b>Request</b>	\$25,000	<b>Division Director</b>	Rebecca Moreno
<b>Award Period</b>	January 1, 2024- December 31, 2026	<b>Program Manager</b>	Laurie Hughey
<b>Description</b>	Program funds will be utilized to purchase dental supplies. The dental supplies received will help individuals improve their oral health.		

<b>Recommendation</b>	Staff recommends approval to submit the small funding application(s) up to \$50,000 per year and authorize the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.
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**Date Presented/Approved**

Policy Council: \_\_\_\_\_ PRE Presentation: \_\_\_\_\_ B&F Approval: \_\_\_\_\_ Board Approval: \_\_\_\_\_

## DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

<b>Division/Director:</b> Head Start/State Child Development/Yolanda Gonzales	<b>Month/Year:</b> February 2023
<b>Program/Work Unit:</b> Head Start/Early Head Start	<b>Program Administrator:</b> Robert Espinosa
<b>Services:</b> 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	<b>1317</b>  155	<b>904</b>	<b>69%</b>	<b>3%</b>	<b>4%</b> <b>6%</b>
Early Head Start  • 13 Classrooms Fully Closed/ 5 Classrooms Partially Closed	<b>908</b>  118	<b>621</b>	<b>68%</b>	<b>9%</b>	<b>7%</b> <b>5%</b>

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	<b>187</b>	<b>240</b>

Division Staffing = 701			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
587	114	32	54

**HIGHLIGHTS:** 12 staff were onboarded, and there were 10 resignations. There were 13 days of interviews for 16 open requisitions.

Program Update & Compliance
<p>Kern:</p> <ul style="list-style-type: none"> <li>BC Resource Fair- Approximately 95 people visited the booth. Provided information for child enrollment opportunities and staffing.</li> <li>Job Fair at the David Head Center in Lamont.</li> <li>Prepare for Read Across America event in March.</li> </ul> <p>SJC:</p> <ul style="list-style-type: none"> <li>Staff development training regarding Loose Parts curriculum to strengthen the use of everyday common objects found in the environment into classrooms was provided.</li> <li>Two recruitment events attended. 9 interest forms were submitted for childcare services.</li> </ul> <p>Partnership:</p> <ul style="list-style-type: none"> <li>Blanton Center received licensing visit; no deficiencies reported.</li> <li>Dental clinic provided at Garden Pathways.</li> </ul>

Program:

- The California Department of Social Services (CDSS) is conducting an audit to ensure the program is meeting regulatory requirements. Quality Assurance, Finance, and selected departments assisted in answering all questions from CDSS and our internal auditing firm.

Central Kitchen February 2023				
Meals & Snacks	Total # Prepared	Breakfast	Lunch	Snack
Center Totals	53,300	20,854	16,235	16,211

**HIGHLIGHTS:** Requisition for Food Service Manager submitted, and vacant Food Production Driver position was filled.

CACFP						
January 2023						
Total Meals Delivered			Meals Allocated		# of Meals Served	% of Meals Served
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
57,284	8,664	65,948	29,381	36,567	35,250	66%



## MEMORANDUM

To: Program Review & Evaluation Committee

From: Rebecca Moreno, Director of Community Development

Date: March 15, 2023

Subject: *Agenda Item 5d*: Strategic Plan 2021-2025 – Goal 3 Update, **Info Item**

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CAPK's Strategic Goal 3 is to advance economic empowerment and financial stability for low-income people in the communities we serve. We hope to achieve this goal through the following objectives as approved by the CAPK Board:

- 3.1 – Increase housing stability for people experiencing/at risk of homelessness.
- 3.2 – Increase CAPK capacity to provide long-term affordable housing solutions for low-to-moderate income people and families.
- 3.3 – Increase opportunities and supports for clients to advance through career and education pathways.
- 3.4 – Increase access to economic asset enhancement and financial educational opportunities.

Team members for Goal Group 3 include: Rebecca Moreno (lead), Keith Jackson, Savannah Maldonado, Sylvia Ortega, and Wilfredo Cruz. The group continues to meet monthly to discuss new ideas and progress on Goal 3 objectives.

During the last quarter, the group has continued to identify several opportunities being led by Community Development programs/efforts that enhance housing services for impacted populations in collaboration with the Bakersfield Kern Regional Homeless Collaborative and wraparound services through other departments, programs, and external stakeholders. Below is a short list of accomplishments the last three months:

- Safe Camping and Safe Parking programs at M Street have launched well and are seeing results. All tents (41) in the Safe Camping area are currently inhabited, and there is a long waiting list for clients wanting to use the space. (3.1.2)
  - 17 people matched to a voucher/subsidies
  - 3 housed via vouchers/subsidies
  - 2 moved into the M Street shelter
  - 13 people in Safe Parking
- M Street continues to function at a high capacity and quality service. (3.1.2)
  - 28 housed via vouchers/subsidies
  - 18 working jobs in the community



- 3 graduates from the last cohort of Project Hire Up
  - 8 attended the financial literacy program through Chase bank
- CES process changes for the CoC continue to improve “throughput” for clients who need permanent supportive housing. (3.1.1)
- CES Cal-AIM staff have been onboarded and continue to work with KHS on the data exchange. (3.1.2)
  - 195 referrals have been received
  - 2 housing placements
  - 58 active clients

The team continues to meet and identify opportunities that will effectively support CAPK’s Goal 3 and the communities we serve.



DATE March 22, 2023  
TIME 12:00 pm  
LOCATION CAPK Administrative Office  
5005 Business Park North  
Bakersfield, CA 93309

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## Budget & Finance Committee Minutes

### 1. Call to Order

Committee Chair Michelle Jara-Rangel called the meeting to order at 12:01 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: Michelle Jara-Rangel, Denise Boshers, and Nila Hogan

Absent:

Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Louis Gill, Chief Program Officer; Gabrielle Alexander, Director of Finance; Freddy Hernandez, Director of Youth & Community Services; Catherine Anspach, Director of Development, Rebecca Moreno, Director of Community Development; and other CAPK staff.

### 3. Public Comments

No one addressed the Committee.

### 4. New Business

- a. Head Start / Early Head Start Budget to Actual Reports for January 2023 – Tracy Webster, Chief Executive Officer – ***Info Item***

Tracy Webster presented the above info item and provided highlights of the five attached reports.

Tracy Webster corrected the Early Head Start Child Care Partnership (No Cost Extension) Budget to Actual Report for the period ended January 31, 2023 on page 11. The Training and Technical Assistance should have been listed as 100%. Tracy also reported that CAPK is getting very close to closing out this contract because it is on a no cost extension.

Michelle Jara-Rangel asked if we make changes to typos before the documents get included in the full board packet. Tracy Webster said the changes will be made.

Michelle Jara-Rangel asked if there are COVID carry over funds and if we do not expend those funds, do we lose that money? Tracy Webster confirmed with a yes.

Denise Boshers asked about the In-Kind reports and how they relate to the American Rescue Plan Funding. Tracy Webster responded by saying that In-Kind is a nonfederal match obligation we have as an agency for



the overall Head Start grant it ties back to. Jeremy Tobias added that we have to match this grant with nonfederal resources and so we record that in terms of parent time, volunteer time, as well as any state resources utilized. Head Start calls this local match.

Nila Hogan asked about the Early Head Start carryover for the 4<sup>th</sup> year out of 5-year grant. If the grant is not spent down in 5 years, is CAPK allowed to carry the grant over or do the remaining funds have to be sent back? Tracy Webster responded by saying the funds would have to be sent back.

- b. Agenda Item 4b was removed from the agenda by staff.
- c. Resolution to Approve the Submission of the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Contract #23J-5716 – Wilfredo Cruz, Program Administrator Energy - **Action Item**

On March 13, 2023, the California Department of Community Services and Development (CSD) provided the Energy Program with the 2023 ESLIHEAP contract. The contract provides funding to assist qualified low-income Kern County residents with Utility Assistance and Weatherization services. The contract period will be from April 15, 2023 through May 31, 2025, with an allocation of \$5,432,583. The contract allows CAPK's Energy Program to assist eligible low-income Kern County households with their heating and cooling energy costs, bill payment assistance, energy crisis assistance, weatherization and energy related home repairs at no cost to the participants.

Denise Boshers asked the significance of using the word contract instead of grant? Jeremy Tobias responded by saying it is a grant that we receive. Since it is a Federal Grant, the State Contracts with CAPK to be a provider, which is why we refer to it as a contract.

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

- d. Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project – Lois Hannible, Program Manager - **Action Item**

Lois Hannible presented the above action item and reported that CAPK has the opportunity to renew the contract agreement for the Medi-Cal Health Navigator Project with the County of Kern. The contract term for the Medi-Cal Health Enrollment Navigator Project July 1, 2023-June 30, 2024, for a contract amount of \$311,248.

The general scope of work for the Medi-Cal Health Navigator Project is to be facilitated by the Friendship House (FHCC) and 211, and consists of providing Medi-Cal outreach, education, enrollment, navigation, and renewal assistance for individuals in the community. The focus of the program will be to assist with the unwinding of the Public Health Emergency, by proactively encouraging and assisting current Medi-Cal beneficiaries to ensure that their current contact information is on file with their local county social services agency and informing them to complete and return the renewal recertification packets.

Denise Boshers asked if the spending of the grant will be used for salaries? Lois responded that this money will be used for Friendship House staff salaries, and the 211 staff that will assist with Medi-Cal applications, and advertising.

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

- e. Contract Renewal for Continued Funding of Positive Youth Development Mentor Program -Lois Hannible, Program Manager - **Action Item**

Lois Hannible presented the above action item and reported that CAPK Friendship House Community Center (FHCC) has the opportunity to renew the contract agreement for the Positive Youth Development Mentor Services Program with the County of Kern, to provide mentoring services to community youth. The contract term is from July 1, 2023 - June 30, 2024, for a contract amount of \$70,000.

The general scope of work for the Positive Youth Development Mentor Service program is to provide one-on-one and group mentoring services, outreach, afterschool programs, learning pods, and summer program services to youth in Kern County.

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

- f. Funding Increase Request for a Cost-of-Living (COLA) Adjustment and Quality Improvement Funding – Jerry Meade, Assistant Director HS/SCD Program – **Action Item**

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

In total, the funding that CAPK will receive from this award is \$2,013,045.00 in cost-of-living and \$701,069 in quality improvement funding. This is a fairly significant COLA, and we are really happy and excited to see that there is support from Congress to say they are invested in the Head Start programs and they're also recognizing the recruitment and staff retention challenges.

Denise Boshers asked if the budget will sustain this increase beyond this year. Jerry Meade stated that the increase is an increase to our base contract, long term, not a one-year adjustment. Looking to the future, he is confident the funding levels of Head Start will continue, but he couldn't rule out a reduction in funds from the Federal Government, but this has never happened before.

Tracy Webster commented that last year the COLA was 2.28%. Upon approval from the Office of Head Start, CAPK will submit a request for approval from the Board to raise the wages for all remaining CAPK staff so everyone has a fair and equitable COLA. Tracy further advised the Committee that the COLA increase was budgeted for each program.

Michelle Jara-Rangel inquired about the smaller programs that may or may not have the budget to raise wages. Tracy Webster said that it is workable for all grants and no program will go without the increase.

Michelle Jara-Rangel asked if we are looking at raising teacher salaries as well. Jerry Meade responded that the program has made it a priority to look at raising wages for teachers and those that are doing direct service work. CAPK is in the process of a wage comparability study, and it is likely that adjustments will be made to their compensation. Tracy Webster added that they are also taking a close look at the compensation for the Site Supervisors as their compensation is only slightly higher than a teacher, but they have much more responsibility and oversight.

Nila Hogan asked if Head Start has already submitted a budget for the cost-of-living adjustment. Jerry responded that budget adjustments will be made once we get the guidance from the Office of Head Start, Jerry emphasized that there was advance notice that the COLA was going to be around 5.5% and they had planned accordingly. Tracy Webster added that a revised budget for the entire agency will be presented for approval in the coming months.

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

g. Goal 6 Strategic Plan 2021-2025 Update – Tracy Webster, Chief Executive Officer – **Info Item**

Tracy Webster presented the above info item and said that Strategic Plan Goal 6 states, "Increase fiscal health and stability of the agency to properly align resources to support clients and build capacity staff." The Goal 6 team has been meeting regularly to discuss the key items under Goal 6. Furthermore, the team has outlined the actions required to achieve 100% satisfaction of the goals. Tracy advised the committee that meetings are ongoing with the new accounting software company, Sage Intacct. We are currently in the build-out phase and are expected to go live in June. It has been a significant undertaking. Tracy also noted that the Foundation accounting is being performed by the Finance staff and is separate from CAPK.

Denise Boshers asked if there is a MOU in place for those services to the Foundation. Tracy Webster responded that there is a service agreement between the two entities.

h. January 2023 Financial Statements – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item and reported the agency did not require a draw from the line of credit during the month of January as there are enough operating funds to sustain an adequate unrestricted cash balance.

The Central Kitchen expenditures are currently 91.6% at the end of 01/31/2023 and USDA revenue is at 43.2%. Expenditures are equivalent to the target of 91.7% (11 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 decline in expected USDA revenue. This gap will need to be picked up by Head Start funds.

CMAF is currently earning 36.9% as of January 31, 2023. The target for this period should be 58.3%.

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 stemming from low enrollment. CCTR is at 48.9%, CSPP is at 65.5%, and CMIG is at 17.4%

Michelle Jara-Rangel asks where CMIG families come from? Jerry Meade said that are 20 slots for CMIG with 50% of their household income coming from an agricultural source. The families typically are located in Lamont and Arvin, but sometimes families in Bakersfield meet the criteria as well. Head Start has been struggling to find families that meet these qualifications and anticipate not being able to earn this full grant this year. But with families returning to work they anticipate being able to fully earn their contract in the following year.

Additionally, we have been operating a CCTR program in San Joaquin County sponsored by SJCOE. The current attendance is 20.3% with a target of 58.3%.

At the time of this report, the Finance Division is fully staffed. The Finance Team is currently working with Sage Intacct on the accounting software platform conversion. We have just completed the assessment of needs phase and we will be moving to the next phase of data conversion and validation. We are expected to have a go live date of June 1, 2023.

The agency expenditure is currently at 88% for the year. This is less than 91.7%. The Indirect Fund budget to actual report for January month end showed that revenue is excess expenditures by \$415,408 which is 166.5% of the budgeted indirect surplus. Overall expenditures are 91.0% of the budget and matches the target of 91.7% (11 of 12 months)

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

**5. Committee Member Comments**

The board members commented that it was nice to be meeting in person for the committee meeting.

**6. Next Scheduled Meeting**

Wednesday, April 19, 2023  
5005 Business Park North  
Bakersfield, CA 93309

**7. Adjournment**

The meeting was adjourned at 12:46 pm.



## MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Agenda item 4a: Head Start*  
Budget to Actual Report for the period ended January 31, 2023 – **Info Item**

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

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through January 31, 2023. Eleven months (91.7%) of the 12-month budget period have elapsed.

### **Base Funds**

Overall expenditures are at 78% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 91% of the budget.

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

The non-Federal share is at 94% of the budget.

**Community Action Partnership of Kern**

**Head Start**

**Budget to Actual Report**

*Budget Period: March 1, 2022 - February 28, 2023*

*Report Period: March 1, 2022 - January 31, 2023*

*Month 11 of 12 (91.7%)*

Prepared 02/27/2023

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

**TRAINING & TECHNICAL ASSISTANCE**

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

**CARRYOVER**

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

<b>GRAND TOTAL HS FEDERAL FUNDS</b>	<b>20,535,732</b>	<b>16,965,525</b>	<b>3,570,207</b>	<b>83%</b>	<b>17%</b>
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**HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE**

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

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

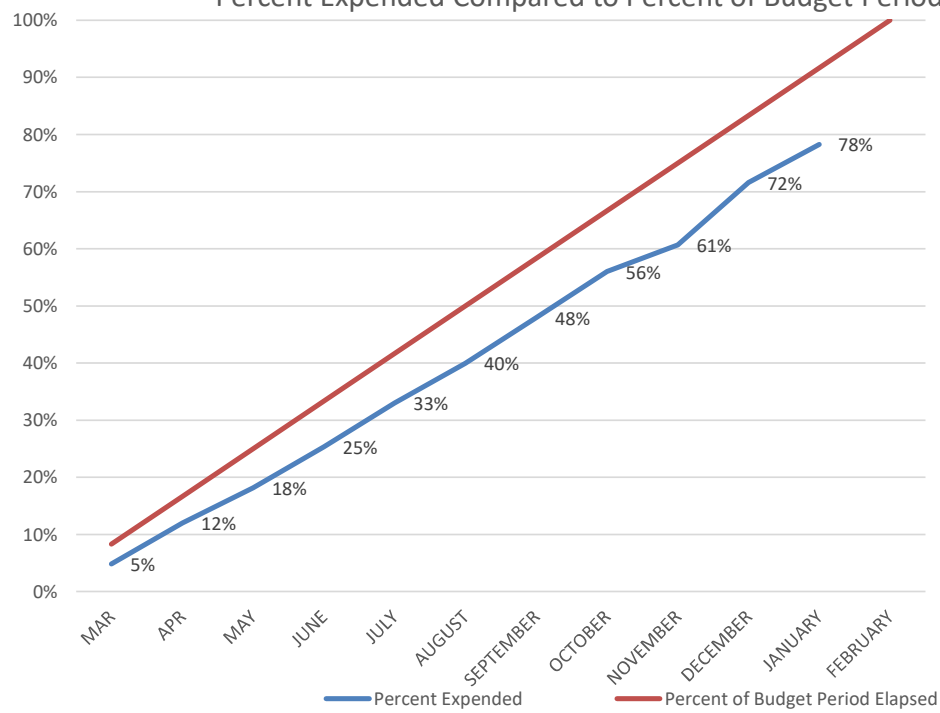
Actual expenditures include posted expenditures and estimated adjustments through 01/31/2023

Administrative Cost for HS and EHS Combined 5.5%

**Agency-Wide Credit Card Report**

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

Head Start  
Percent Expended Compared to Percent of Budget Period Elapsed





## MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Early Head Start*  
Budget to Actual Report for the period ended January 31, 2023 – **Info Item**

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

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2022, through January 31, 2023. Eleven months (91.7%) of the 12-month budget period has elapsed.

### **Base Funds**

Overall expenditures are at 79% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 79% of the budget.



**Community Action Partnership of Kern**  
**Early Head Start**  
**Budget to Actual Report**  
*Budget Period: March 1, 2022 - February 28, 2023*  
*Report Period: March 1, 2022 - January 31, 2022*  
 Month 11 of 12 (91.7%)

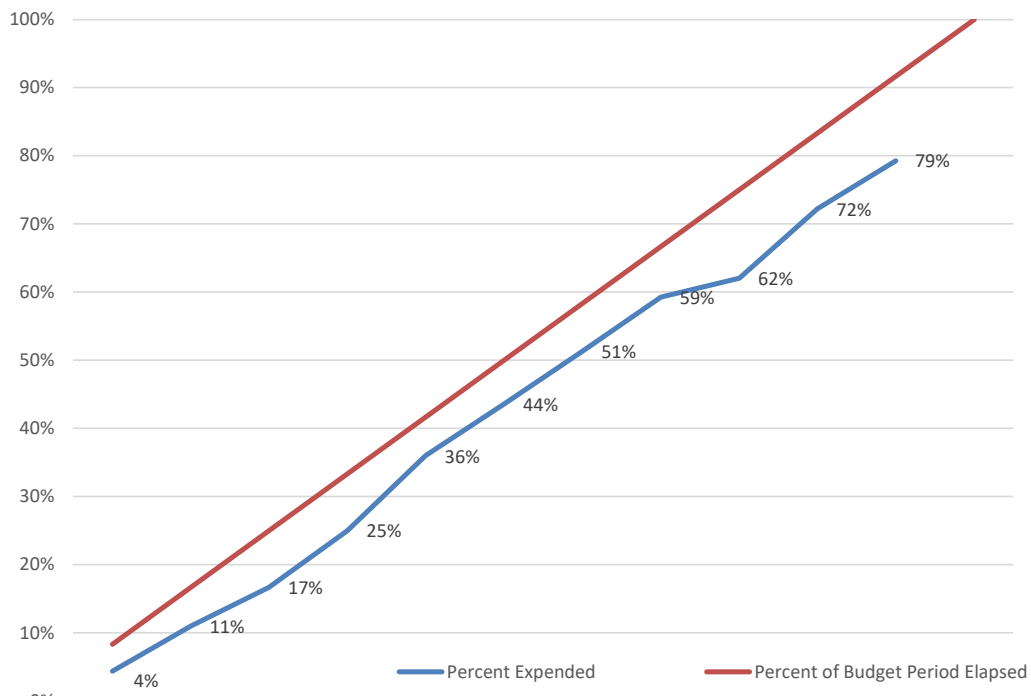
Prepared 02/27/2023

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

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

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

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





## MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Early Head Start – San Joaquin (No Cost Extension)*  
Budget to Actual Report for the period ended January 31, 202 – **Info Item**

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The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021, through February 28, 2023. Twenty-four months (96%) of the 25-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

### **Base Funds**

Overall expenditures are at 105% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 100% of the budget.

### **Carryover Funds**

Overall expenditures are at 40% of the budget.

### **COVID Cares Funds**

Overall expenditures are at 100% of the budget.

### **Non-Federal Share**

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

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

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

Report Period: February 1, 2021 - January 31, 2023

Month 24 of 25 (96%)

Prepared 02/27/2023

<b>BASE FUNDS</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
PERSONNEL	3,509,263	3,702,214	(192,951)	105%	-5%
FRINGE BENEFITS	985,996	939,379	46,617	95%	5%
TRAVEL	0	0	0		
EQUIPMENT	45,000	31,190	13,810	69%	31%
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	894,660	(117,932)	115%	-15%
INDIRECT	536,733	478,608	58,125	89%	11%
<b>TOTAL</b>	<b>6,007,877</b>	<b>6,297,323</b>	<b>(289,446)</b>	<b>105%</b>	<b>-5%</b>

**TRAINING & TECHNICAL ASSISTANCE FUNDS**

PERSONNEL	53,809	52,188	1,621	97%	3%
FRINGE BENEFITS	23,718	21,722	1,996	92%	8%
TRAVEL	3,519	4,264	(745)	121%	-21%
SUPPLIES	7,355	3,094	4,261	42%	58%
CONTRACTUAL	7,924	10,383	(2,458)	131%	-31%
OTHER	20,817	25,788	(4,971)	124%	-24%
INDIRECT	11,675	11,667	7	100%	0%
<b>TOTAL</b>	<b>128,816</b>	<b>129,106</b>	<b>(289)</b>	<b>100%</b>	<b>0%</b>

**CARRYOVER**

EQUIPMENT	21,035	0	21,035	0%	100%
SUPPLIES	29,804	0	29,804	0%	100%
CONTRACTUAL	8,000	0	8,000	0%	100%
OTHER	381,242	115,245	265,997	30%	70%
INDIRECT	41,905	77,006	(35,101)	184%	-84%
<b>TOTAL</b>	<b>481,986</b>	<b>192,251</b>	<b>289,735</b>	<b>40%</b>	<b>60%</b>

**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%
<b>TOTAL</b>	<b>106,797</b>	<b>106,797</b>	<b>(0)</b>	<b>100%</b>	<b>0%</b>

<b>GRAND TOTAL EHS FEDERAL FUNDS</b>	<b>6,725,476</b>	<b>6,725,476</b>	<b>0</b>	<b>100%</b>	<b>0%</b>
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<b>NON-FEDERAL SHARE</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
IN-KIND	1,630,480	1,913,366	(282,885)	117%	-17%
<b>TOTAL NON-FEDERAL FUNDS</b>	<b>1,630,480</b>	<b>1,913,366</b>	<b>(282,885)</b>	<b>117%</b>	<b>-17%</b>

Centralized Administrative Cost	6.6%
Program Administrative Cost	2.8%
<b>Total Administrative Cost</b>	<b>9.4%</b>

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

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



## MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

Subject: *Early Head Start Child Care Partnerships (No Cost Extension)*  
Budget to Actual Report for the period ended January 31, 2023 – **Info Item**

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The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021, through January 31, 2023. Twenty-three months (96%) of the 24-month budget period have elapsed. The Office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

### **Base Funds**

Overall expenditures are at 93% of the budget.

### **Training & Technical Assistance Funds**

Overall expenditures are at 118% of the budget.

### **Carryover Funds**

Overall expenditures are at 105% of the budget.

### **COVID Cares Funds**

Overall expenditures are at 19% of the budget.

### **Non-Federal Share**

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

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

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

Report Period: March 1, 2021 - January 31, 2023

Month 23 of 24 (96%)

Prepared 02/27/2023

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

**TRAINING & TECHNICAL ASSISTANCE**

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

**CARRYOVER**

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

**COVID CARES**

PERSONNEL		3,622	(3,622)		
FRINGE BENEFITS		579	(579)		
SUPPLIES	77,735	6,962	70,773	9%	91%
OTHER	24,361	7,926	16,435	33%	67%
INDIRECT	10,206	1,904	8,302	19%	81%
<b>TOTAL COVID</b>	<b>112,302</b>	<b>20,993</b>	<b>91,309</b>	<b>19%</b>	<b>81%</b>

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

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

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

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



## MEMORANDUM

To: Budget and Finance Committee

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

Date: March 22, 2023

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

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The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through January 31, 2023, twenty-two months (91.67%) of the 24-month budget period have elapsed.

### **COVID**

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

### **American Rescue Plan Act**

Overall expenditures are at 95% of the budget. These funds are being utilized to support the retention incentive for staff and Construction.

# Community Action Partnership of Kern

## American Rescue Plan

### Budget to Actual Report

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

Report Period: April 1, 2021 - January 31, 2023

Month 22 of 24 (91.67%)

Prepared 01/06/2023

<b>COVID</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% SPENT</b>	<b>% REMAINING</b>
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)		
<b>TOTAL</b>	<b>670,559</b>	<b>670,559</b>	<b>0</b>	<b>100%</b>	<b>0%</b>

#### American Rescue Plan Act

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

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

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

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



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

Percent of budget period elapsed: 91.7%

LOCATION	Enroll- ment	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	YTD Totals	Kern/ SJC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	6,091	6,995	6,460	0	0	2,344	8,249	9,224	8,179	5,469	7,199	60,210	Kern	40,535	149%
Alicante	20	6,683	6,417	5,282	5,603	1,531	2,196	4,548	5,769	6,331	2,261	5,486	52,107	Kern	20,268	257%
Angela Martinez	60	5,074	6,024	10,633	5,480	1,148	776	312	2,491	1,386	3,101	4,526	40,950	Kern	60,803	67%
Broadway	40	3,607	2,961	1,979	0	0	919	1,695	2,998	2,876	3,608	2,154	22,798	Kern	40,535	56%
California City	34	13,517	9,646	8,632	0	0	4,637	8,575	8,137	7,328	7,025	5,555	73,052	Kern	34,455	212%
Cleo Foran	23	5,334	3,038	3,203	2,393	2,032	1,065	2,672	3,004	3,694	2,158	1,664	30,256	Kern	23,308	130%
Delano	76	13,615	10,753	8,740	0	0	5,146	9,870	8,771	11,864	11,451	13,748	93,958	Kern	77,017	122%
East California	52	12,674	12,159	12,553	7,210	3,713	6,436	5,564	7,979	8,752	6,588	6,788	90,414	Kern	52,696	172%
Fairfax	40	4,711	4,469	3,010	0	0	1,084	3,019	4,436	6,004	3,708	5,330	35,772	Kern	40,535	88%
Fairview	40	11,153	11,122	9,377	0	0	0	0	0	0	0	0	31,652	Kern	40,535	78%
Harvey L. Hall	156	14,849	12,921	12,144	10,731	8,322	9,204	9,448	8,532	8,876	7,222	4,727	106,976	Kern	158,087	68%
Heritage	20	1,210	1,497	398	0	0	1,318	2,892	4,208	3,493	3,829	3,783	22,630	Kern	20,268	112%
Home Base	123	4,900	6,931	6,657	4,991	7,050	7,068	5,996	10,558	11,464	4,891	6,338	76,845	Kern	62,323	123%
Lamont	20	3,579	105	0	0	0	0	4,257	4,402	6,312	6,446	5,964	31,066	Kern	20,268	153%
Martha J. Morgan	72	8,977	9,258	10,741	7,007	5,257	5,572	9,494	12,040	11,793	10,051	10,044	100,233	Kern	72,963	137%
McFarland	20	14,755	13,839	6,654	0	0	2,153	2,245	7,487	9,266	6,408	13,972	76,779	Kern	20,268	379%
Mojave	20	0	0	0	0	0	416	1,047	2,137	2,827	0	18	6,545	Kern	20,268	32%
Oasis	60	6,311	7,403	5,303	0	0	4,271	8,862	6,489	7,215	7,397	11,303	64,553	Kern	60,803	106%
Pete H. Parra	128	22,284	22,653	23,904	19,486	8,987	14,599	13,498	11,901	7,771	11,114	11,489	167,686	Kern	129,713	129%
Planz	20	1,051	909	506	0	0	0	0	0	0	0	0	2,466	Kern	20,268	12%
Primeros Pasos	78	10,068	9,300	12,109	10,241	3,707	7,301	7,296	7,358	5,563	6,620	376	79,939	Kern	79,044	101%
Rosamond	80	7,713	6,819	1,418	0	0	1,530	1,121	1,753	1,814	1,179	1,103	24,450	Kern	81,070	30%
San Diego	40	3,964	3,724	3,973	3,725	4,793	3,394	3,833	4,069	6,227	2,766	2,769	43,239	Kern	40,535	107%
Seibert	40	107	65	0	0	0	2,119	3,067	2,216	2,383	1,299	966	12,222	Kern	40,535	30%
Shafter	20	8,891	9,422	7,989	9,690	2,325	2,784	2,958	4,001	2,851	3,445	3,616	57,970	Kern	20,268	286%
Shafter HS/EHS	25	6,293	5,298	5,028	3,947	3,540	5,404	3,783	4,384	3,307	2,764	1,262	45,009	Kern	25,334	178%
Sterling	124	8,587	8,286	8,237	6,427	5,825	4,793	5,794	9,393	9,914	5,868	3,029	76,154	Kern	125,659	61%
Sunrise Villa	20	2,893	2,246	1,353	0	0	302	1,909	12,223	9,554	0	7,123	37,603	Kern	20,268	186%
Taft	63	3,570	3,771	2,365	0	0	145	1,384	1,657	3,499	1,677	425	18,493	Kern	63,843	29%
Tehachapi	34	1,674	1,695	787	0	0	0	166	1,624	1,439	0	247	7,631	Kern	34,455	22%
Vineland	20	849	1,325	0	0	0	0	161	1,389	3,176	876	1,860	9,635	Kern	20,268	48%
Virginia	40	7,331	6,314	5,408	0	0	1,558	6,378	7,084	7,928	8,347	6,550	56,900	Kern	40,535	140%
Wesley	60	17,881	16,343	11,003	0	0	3,590	12,546	19,245	20,691	13,639	17,747	132,685	Kern	60,803	218%
Willow	55	6,419	5,852	3,338	0	0	247	2,437	3,642	4,100	4,694	6,266	36,995	Kern	55,736	66%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	Kern	0	0%
PC Planning		0	0	0	339	0	195	0	0	0	0	0	534	Kern	0	0%
PC By Laws		0	0	0	53	0	49	0	0	0	0	0	101			
Governance		368	213	210	34	0	0	251	277	0	0	0	1,353	Kern	15,000	9%
Program Services		370	0	0	0	0	0	0	179	596	223	0	1,368	Kern	74,265	2%
California Street	24	7,215	6,419	6,840	5,260	4,612	4,930	3,680	3,993	3,348	3,572	2,474	52,343	SJC	39,646	132%
Chrisman	20	4,462	4,206	4,631	4,070	4,567	5,748	5,476	5,158	5,231	5,109	3,851	52,507	SJC	33,039	159%
Gianone	16	0	0	0	0	0	0	0	0	0	0	0	0	SJC	26,431	0%
Kennedy	16	4,837	4,626	2,588	1,947	3,098	3,605	2,886	2,843	1,159	2,029	1,351	30,969	SJC	26,431	117%
Lodi Home Base	35	3,908	5,003	4,033	2,349	3,663	2,483	783	3,173	2,416	0	2,404	30,215	SJC	28,909	105%
Lodi UCC	30	2,870	2,612	3,750	3,525	6,254	5,480	8,554	8,079	5,241	6,989	3,836	57,191	SJC	49,558	115%
Manteca Home Base	12	2,868	4,914	3,505	3,762	4,168	5,457	5,442	4,743	4,796	4,472	101	44,229	SJC	9,912	446%
Marci Massei	24	2,393	2,890	2,761	2,665	3,221	3,008	2,240	2,238	2,636	2,200	0	26,252	SJC	39,646	66%
St. Mary's	24	942	1,384	891	467	1,482	1,859	2,243	4,339	2,631	1,852	1,393	19,484	SJC	39,646	49%
Stockton Home Base	90	8,233	8,091	7,091	4,143	6,544	5,276	4,576	6,979	9,942	6,884	3,516	71,275	SJC	74,337	96%
Tracy Home Base	12	2,221	3,607	4,076	3,855	3,099	2,086	3,283	3,588	0	0	0	25,815	SJC	9,912	260%
Walnut	24	4,677	5,014	4,176	5,093	5,042	4,208	4,619	3,201	1,227	1,467	5	38,729	SJC	39,646	98%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%
Program Services		100	100	697	518	75	88	88	458	200	0	2,465	4,787	SJC	0	0%
Policy Council		0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%
<b>SUBTOTAL IN-KIND</b>	<b>2,090</b>	<b>292,078</b>	<b>278,638</b>	<b>244,436</b>	<b>135,011</b>	<b>104,055</b>	<b>146,839</b>	<b>199,194</b>	<b>249,848</b>	<b>247,404</b>	<b>190,700</b>	<b>194,824</b>	<b>2,283,026</b>	<b>0</b>	<b>2,230,643</b>	<b>102%</b>
x																
State General Child Care*		225,590	215,386	223,645	214,040	134,741	194,744	192,905	225,747	210,577	210,967	214,282	2,262,625	Kern	2,821,834	80%
State Preschool*		468,476	403,837	407,462	237,630	182,181	354,638	452,716	529,198	492,046	443,829	522,656	4,494,669	Kern	3,865,832	116%
State Migrant Child Care*		8,159	10,870	12,275	10,345	4,863	6,336	6,700	8,166	6,999	6,878	7,700	89,291	Kern	125,833	71%
<b>SUBTOTAL CA DEPT of ED</b>		<b>702,225</b>	<b>630,094</b>	<b>643,382</b>	<b>462,015</b>	<b>321,785</b>	<b>555,719</b>	<b>652,320</b>	<b>763,111</b>	<b>709,622</b>	<b>661,674</b>	<b>744,638</b>	<b>6,846,585</b>		<b>6,813,499</b>	<b>100%</b>
x																
State General Child Care*		71,287	70,881	72,768	60,412	31,031	43,982	41,161	47,645	43,952	58,747	65,426	607,293	SJC	1,175,152	52%
<b>SUBTOTAL CA DEPT of ED</b>		<b>71,287</b>	<b>70,881</b>	<b>72,768</b>	<b>60,412</b>	<b>31,031</b>	<b>43,982</b>	<b>41,161</b>	<b>47,645</b>	<b>43,952</b>	<b>58,747</b>	<b>65,426</b>	<b>607,293</b>		<b>1,175,152</b>	<b>52%</b>
<b>GRAND TOTAL</b>		<b>1,065,590</b>	<b>979,613</b>	<b>960,586</b>	<b>657,438</b>	<b>456,871</b>	<b>746,540</b>	<b>892,675</b>	<b>1,060,604</b>	<b>1,000,978</b>	<b>911,121</b>	<b>1,004,888</b>	<b>9,736,904</b>		<b>10,219,294</b>	<b>95%</b>
11,095																
<b>9,747,999</b>																

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

Percent of year elapsed: 91.7%

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

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



## MEMORANDUM

To: Budget & Finance Committee

From: Wilfredo Cruz, Energy Program Administrator

Date: March 22, 2023

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

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

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

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

### **Recommendation:**

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

### **Attachments:**

Resolution # 2023-03

CSD ESLIHEAP Contract # 23J-5716



## RESOLUTION # 2023-03

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

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

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

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

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

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

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

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

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

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Fred Plane, Chair  
CAPK Board of Directors

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Date

## STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

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

AGREEMENT NUMBER

**23J-5716**

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

**Department of Community Services and Development**

CONTRACTOR NAME

**Community Action Partnership of Kern**

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

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

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

## Preamble

Article 1 - Scope of Work

Article 2 - Contract, Administration, Procedure

Article 3 - Contract Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Administrative and Program Expenditures Requirement

Article 6 - Reporting Policies and Procedures

Article 7 - Program Policies and Procedures

Article 8 - Program Implementation

Article 9 - Training, Licensing, and Certifications

Article 10 - Compliance Policies and Procedures

Article 11 - Federal and State Policy Provisions

Article 12 - General Terms and Conditions GTC 04/2017

Article 13 - Definitions

Article 14 - Table of Forms and Documents Incorporated by Reference

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

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



## MEMORANDUM

To: Budget & Finance Committee

From: *Lois Hannible*  
Lois Hannible, Program Manager

Date: March 22, 2023

Subject: *Agenda Item 4d*: Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project – **Action Item**

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

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

### **Recommendation:**

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

### **Attachment:**

*Contract Renewal Agreement for the Medi-Cal Health Navigator Project*

**AGREEMENT  
FOR  
PROVISION OF MEDI-CAL HEALTH ENROLLMENT  
NAVIGATOR PROJECT SERVICES**

Independent Contractor  
(COUNTY – Community Action Partnership of Kern)

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

WHEREAS:

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

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

1. **TERM**

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

2. **RESPONSIBILITIES OF CONTRACTOR**

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

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

- A. Contractor shall attend meetings and trainings as set by the Department for the Medi-Cal Health Enrollment Navigator Project; and
- B. Contractor shall provide Medi-Cal Navigator reports and invoicing consistent with the requirements listed above. Contractor shall use specific forms and systems as specified by the Department for tracking and reporting Medi-Cal Health Enrollment Navigator Project outcomes.
- C. Reporting Responsibilities
  - 1) Contractor shall provide monthly reports to Department by the 25<sup>th</sup> 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 (25<sup>th</sup>) calendar day of each month following the month in which services were rendered.

3. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following services:

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

4. COMPENSATION

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

5. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

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

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



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

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

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

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

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

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

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

## 6. AWARD INFORMATION DISCLOSURE

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

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

Additional award information can be found [www.cdss.ca.gov-CFL 21/22-115](http://www.cdss.ca.gov-CFL 21/22-115).

7. REPRESENTATIONS

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

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

8. ASSIGNMENT

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

9. NEGATION OF PARTNERSHIP

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

10. IMMIGRATION REFORM AND CONTROL ACT

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

11. INDEMNIFICATION

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

12. INSURANCE

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

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

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

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

C. Liability Insurance Requirements:

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

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

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

13. EVALUATION

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

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

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

14. CONTRACT DISPUTE

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

15. TERMINATION

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

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

16. NON-APPROPRIATION

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

17. NOTICES

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

Notice to County shall be addressed as follows:

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

Notice to Contractor shall be addressed as follows:

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

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

18. OWNERSHIP OF DOCUMENTS

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

19. CONFLICT OF INTEREST

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

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

20. SOLE AGREEMENT

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

21. AUTHORITY TO BIND COUNTY

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

22. MODIFICATION OF AGREEMENT

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

23. NON-WAIVER

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

24. CHOICE OF LAW/VENUE

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

25. CONFIDENTIALITY

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

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



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

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

#### CONTRACTOR RESPONSIBILITIES

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

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

#### COUNTY RESPONSIBILITIES

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

#### 26. BUSINESS ASSOCIATE ADDENDUM

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

#### 27. ENFORCEMENT OF REMEDIES

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

#### 28. SEVERABILITY

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

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

29. COMPLIANCE WITH LAW

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

30. CAPTIONS AND INTERPRETATION

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

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

31. TIME OF ESSENCE

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

32. COUNTERPARTS

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

33. NONDISCRIMINATION

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

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

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

34. AUDIT, INSPECTION, AND RETENTION OF RECORDS

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

[internalaudit@kerndhs.com](mailto:internalaudit@kerndhs.com)

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

35. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
  5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's

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

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

36. CAPITAL ASSET EQUIPMENT

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

[DHSContracts@kerndhs.com](mailto:DHSContracts@kerndhs.com)

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

Contractor shall record the following information when property is acquired:

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

37. LOBBYING CERTIFICATION

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

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

38. NON-COLLUSION COVENANT

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

39. NO THIRD PARTY BENEFICIARIES

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

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

40. SIGNATURE AUTHORITY

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

41. EXHIBITS

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

**[Remainder of this page is intentionally left blank.]**



The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Jeremy Tobias, CEO  
"Contractor"

APPROVED AS TO CONTENT:  
Kern County Department of Human Services

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Lito Morillo, Director

APPROVED AS TO FORM:  
Office of the County Counsel

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Bryan Walters, Deputy County Counsel

## EXHIBIT “A” Work Plan

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

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

Attachment 2

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

## NAVIGATORS PROJECT WORK PLAN

## 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.

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

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

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)

Attachment 2

NAVIGATORS PROJECT WORK PLAN			
	CAPK/Program Specialist will follow 2-1-1 project protocol, asking a series of demographic questions to determine Medi-Cal eligibility. 2-1-1 callers will be offered an onsite appointment for Medi-Cal enrollment via the BenefitsCal website portal. Medi-Cal education will be offered by Program Specialist s, following 2-1-1 call/campaign information. Program Specialist s will offer added assistance to 2-1-1 in screening callers for Medi-Cal eligibility, and will offer Medi-Cal outreach and education to all callers. CAPK-Program Specialist s will also offer onsite/in person and/or phone appointments for Medi-Cal enrollments and will assist in completing	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	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.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
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.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Access & Utilization	KCDHS reviews enrollments and considers the best practices for obtaining, and communicating data to meet needs of project while remaining consistent with confidentiality requirements.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
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.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)

Attachment 2

NAVIGATORS PROJECT WORK PLAN			
	Once eligibility is determined, and if enrolled, client will be put on a 10-month follow-up list for re-enrollment assistance services. KCDHS will assist as able with client status confirmation, as well as with data confirmation.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	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. Z11 will screen every caller for potential Medi-Cal eligibility and offer onsite education and retention services	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal	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.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Troubleshooting	Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (Data Systems, Enrollment follow-up requirements, etc.) CBO outcomes will be monitored and reported.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
(Select One)			
(Select One)			
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**(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)**  
**NAVIGATORS PROJECT WORK PLAN**

Attachment 2

Public Health Emergency (PHE) Plan			
<p>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.</p>			
Task	STRATEGIES AND ACTIVITIES What strategies/ activities	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	<ul style="list-style-type: none"> <li>Persons with mental health disorder needs</li> <li>Persons with substance use disorder needs</li> <li>Persons with other disabilities</li> <li>Aged persons</li> <li>Persons who are homeless</li> <li>Young people of color</li> <li>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision</li> <li>Immigrants and families of mixed immigration status</li> <li>Persons with limited English proficiency</li> <li>Low-wage workers and their families or dependents</li> <li>Uninsured children and youth formerly enrolled in Medi-Cal</li> </ul>	CAPK
Retention Assist	Program Educators will encourage beneficiaries to update contact information	<ul style="list-style-type: none"> <li>Persons with mental health disorder needs</li> <li>Persons with substance use disorder needs</li> <li>Persons with other disabilities</li> <li>Aged persons</li> <li>Persons who are homeless</li> <li>Young people of color</li> <li>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision</li> <li>Immigrants and families of mixed immigration status</li> <li>Persons with limited English proficiency</li> <li>Low-wage workers and their families or dependents</li> <li>Uninsured children and youth formerly enrolled in Medi-Cal</li> </ul>	CAPK
Retention Assist	Program Educators will inform beneficiaries to watch for renewal packets in the mail	<ul style="list-style-type: none"> <li>Persons with mental health disorder needs</li> <li>Persons with substance use disorder needs</li> <li>Persons with other disabilities</li> <li>Aged persons</li> <li>Persons who are homeless</li> <li>Young people of color</li> <li>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision</li> <li>Immigrants and families of mixed immigration status</li> <li>Persons with limited English proficiency</li> <li>Low-wage workers and their families or dependents</li> <li>Uninsured children and youth formerly enrolled in Medi-Cal</li> </ul>	CAPK



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Attachment 2

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

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

Attachment

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

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Attachment 2

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

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Attachment 2

Outreach	Continue to implement Phase 1 and Phase 2 strategies as listed above	<ul style="list-style-type: none"> <li>Persons with mental health disorder needs</li> <li>Persons with substance use disorder needs</li> <li>Persons with other disabilities</li> <li>Aged persons</li> <li>Persons who are homeless</li> <li>Young people of color</li> <li>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision</li> <li>Immigrants and families of mixed immigration status</li> <li>Persons with limited English proficiency</li> <li>Low-wage workers and their families or dependents</li> <li>Uninsured children and youth formerly enrolled in Medi-Cal</li> </ul>	CAPK
Outreach	Outreach to the community to inform them of Medi-Cal	<ul style="list-style-type: none"> <li>Persons with mental health disorder needs</li> <li>Persons with substance use disorder needs</li> <li>Persons with other disabilities</li> <li>Aged persons</li> <li>Persons who are homeless</li> <li>Young people of color</li> <li>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision</li> <li>Immigrants and families of mixed immigration status</li> <li>Persons with limited English proficiency</li> <li>Low-wage workers and their families or dependents</li> <li>Uninsured children and youth formerly enrolled in Medi-Cal</li> </ul>	CAPK
Outreach	Provide assistance with Medi-Cal applications and follow up with applicants	<ul style="list-style-type: none"> <li>Persons with mental health disorder needs</li> <li>Persons with substance use disorder needs</li> <li>Persons with other disabilities</li> <li>Aged persons</li> <li>Persons who are homeless</li> <li>Young people of color</li> <li>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision</li> <li>Immigrants and families of mixed immigration status</li> <li>Persons with limited English proficiency</li> <li>Low-wage workers and their families or dependents</li> <li>Uninsured children and youth formerly enrolled in Medi-Cal</li> </ul>	CAPK
(Select One)			CAPK
(Select One)			

Normal Operations			
	FY 2022-23	FY 2023-24	FY 2024-25
Media Outreach	2,940,775	2,941,775	2,942,775
Direct Outreach	30,000	35,000	40,000
Application Assistance	870	900	950
Enrollment	112	122	132
Retention	17,300	17,400	17,500
Navigation			
Troubleshooting			
Focused Activities For PHE			
Direct Outreach	9,000		
Application Assistance	920		
Media Outreach	1,000,060		
Enrollment	135		
Retention	17,500		
Navigation			
Troubleshooting			

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

Attachment 2

<b>Target Populations</b>	
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

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

EXHIBIT "B"  
Budget

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

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



## EXHIBIT "C"

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

DHS' agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting [BAAContracts@kerndhs.com](mailto: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](mailto:BAAContracts@kerndhs.com).
- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department's Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.
- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

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

### **Department of Human Services Security Officers:**

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

## EXHIBIT "D"

### BUSINESS ASSOCIATE ADDENDUM

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

#### RECITALS

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

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

#### 1. Definitions

##### Catch-all definition:

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

##### Specific definitions:

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

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

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

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

Business Associate agrees to:

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

## **Permitted Uses and Disclosures by Business Associate**

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

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

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

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

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

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

to the Protected Information.

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

### 3. Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

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

4. **Indemnification**

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

5. **Disclaimer**

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

6. **Certification**

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

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

7. **Amendment**

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

8. **Assistance in Litigation or Administrative Proceedings**

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

9. **No Third-Party Beneficiaries**

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

10. **Effect on Contract**

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

11. **Interpretation**

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



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

EXHIBIT "E"

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

NAME OF VENDOR/RECIPIENT Community Action Partnership of Kern

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

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

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

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



## MEMORANDUM

To: Budget & Finance Committee

From:   
Lois Hannible, Program Manager

Date: March 22, 2023

Subject: *Agenda Item 4e*: Contract Renewal for Continued Funding of Positive Youth Development Mentor Program– **Action Item**

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

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

**Recommendation:**

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

**Attachment:**

*Contract Renewal Agreement for the Positive Youth Development Mentor Services Program*

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

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

WHEREAS:

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

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

1. TERM

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

2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall assume responsibility for providing the following services:

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

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

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

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

Q. Reporting Responsibilities

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

3. PERFORMANCE MEASURES

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

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

4. TRACKING OF REFERRAL

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

5. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following:

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

6. COMPENSATION

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



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

## 7. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

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

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

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

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

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

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

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

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

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

8. REPRESENTATIONS

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

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

9. ASSIGNMENT

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

10. NEGATION OF PARTNERSHIP

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

11. IMMIGRATION REFORM AND CONTROL ACT

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

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

12. INDEMNIFICATION

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

13. INSURANCE

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

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

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

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

C. Liability Insurance Requirements:

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

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

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

14. EVALUATION

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

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

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

15. CONTRACT DISPUTE

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

16. TERMINATION

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

17. NON-APPROPRIATION

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

18. NOTICES

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

Notice to County shall be addressed as follows:

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

Notice to Contractor shall be addressed as follows:

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

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

19. OWNERSHIP OF DOCUMENTS

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

20. CONFLICT OF INTEREST

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

21. SOLE AGREEMENT

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

22. AUTHORITY TO BIND COUNTY

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

23. MODIFICATION OF AGREEMENT

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

24. NON-WAIVER

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

25. CHOICE OF LAW/VENUE

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

26. CONFIDENTIALITY

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



to survive.

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

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

#### CONTRACTOR RESPONSIBILITIES

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

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

#### COUNTY RESPONSIBILITIES

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

#### 27. ENFORCEMENT OF REMEDIES

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

#### 28. SEVERABILITY

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

#### 29. COMPLIANCE WITH LAW

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

30. CAPTIONS AND INTERPRETATION

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

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

31. TIME OF ESSENCE

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

32. COUNTERPARTS

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

33. NONDISCRIMINATION

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

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

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

34. AUDIT, INSPECTION, AND RETENTION OF RECORDS

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

35. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
  5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

36. CAPITAL ASSET EQUIPMENT

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

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

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

[DHSContracts@kerndhs.com](mailto:DHSContracts@kerndhs.com)

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

Contractor shall record the following information when property is acquired:

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

### 37. LOBBYING CERTIFICATION

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

and belief, that:

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

38. NON-COLLUSION COVENANT

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

39. NO THIRD PARTY BENEFICIARIES

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

40. SIGNATURE AUTHORITY

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

41. EXHIBITS

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

**[Remainder of this page is intentionally left blank.]**

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Jeremy Tobias, CEO  
"Contractor"

APPROVED AS TO CONTENT:  
Kern County Department of Human Services

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Lito Morillo, Director

APPROVED AS TO FORM:  
Office of the County Counsel

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Bryan Walters, Deputy County Counsel



EXHIBIT "A"  
Budget Placeholder

## EXHIBIT “B” Confidentiality

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

DHS’ agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting [BAAContracts@kerndhs.com](mailto: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](mailto:BAAContracts@kerndhs.com).
- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department’s Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.
- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

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

### **Department of Human Services Security Officers:**

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

EXHIBIT "C"  
Nondiscrimination

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

NAME OF VENDOR/RECIPIENT COMMUNITY ACTION PARTNERSHIP OF KERN

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

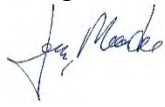
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of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

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

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



## MEMORANDUM

**To:** Budget and Finance Committee  
  
**From:** Jerry Meade, Assistant Director ~ Program  
**Date:** March 22, 2023  
**Subject:** *Agenda item 4f:* Funding Increase Request for a Cost-of-Living (COLA) Adjustment and Quality Improvement Funding – **Action Item**

---

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

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

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

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

### **Recommendation**

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

### **Attachments:**

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

# **HEAD START & EARLY HEAD START**

FY2023 COLA & Quality Improvement

2023-2024 Budget Detail

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



## RESOLUTION # 2023-04

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

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

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

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

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

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

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

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

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

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

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Fred Plane, Chair  
CAPK Board of Directors

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Date



## MEMORANDUM

To: Budget and Finance Committee

*Tracy Webster*

From: Tracy Webster, Chief Financial Officer

Date: March 22, 2023

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

---

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

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

Key accomplishments for Goal 6 are:

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

**Attachment:**

*Goal 6 Action Plan*

TRACY WEBSTER: ACTION PLAN - MY VIEW

As of: February 27, 2023

STRATEGIC PLAN 2021-2025

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



TRACY WEBSTER: ACTION PLAN - CASCADE VIEW

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

6.3.3 Explore accounting software with the ability to collaborate using a business management solution with automated workflows, compliance, and audit trails.	01/01/23 12/31/23	100% Percent Complete	100%	Achieved As of 02/27/23
6.3.3.1 Evaluate accounting software and select software that meets the agency's current and future needs.	01/01/23 12/31/23	100% Percent Complete	100%	Achieved As of 02/27/23

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

PRIORITY	ITEMS	WHO	START DATE/ END DATE	EOY TARGET, MEASURE	% COMPLETE/ ACTUAL	STATUS
	6.1.1 Advance implementation of position control to align staff hiring with strategic needs and financial resources of the organization and ensure effective workforce management.		10/01/21 12/31/25	Percent Complete	40%	On Target As of 12/19/22



## BUDGET AND FINANCE COMMITTEE

MARCH 22, 2023

### FINANCIAL REPORT

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<b><u>UNRESTRICTED</u></b>						
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
<b><u>RESTRICTED</u></b>						
EARLY HEAD START/HEAD START	27,829,010	93.600	09CH011132-04	03/01/22 - 02/28/23	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	7,700,832	93.600	09CH011132-04	03/01/22 - 02/28/23	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/21 - 07/31/22	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	200,693	21.009	22VITAA0297	10/01/21 - 09/30/22	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,530,496 1,756,701	93.569	22F - 5015 23F - 4015	01/01/22 - 12/31/22 01/01/23 - 12/31/23	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,323,755 7,129,494	93.568 93.568	21B - 5012 22B - 4012	11/01/20 - 06/30/22 11/01/21 - 06/30/23	122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 03/31/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	450,000	81.042	20C-6008	07/01/20 - 06/30/22	123-60 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)	537,098	93.499	21Z-9556	04/01/22 - 08/31/23	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 8,241 677,192	93.575	CCTR - 1057 CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 138,128 5,643,428	93.575	CMAP - 1000 CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.575	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,835,459	10.561	19-10324	10/01/21 - 09/30/22	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE CAPABILITY	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/.569	15 - MOU - 00118	10/01/21 - 09/30/22	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP BUILD BACK BETTER (BBB) SUPPLEMENTAL	299,960	10.568	15 - MOU - 00118	10/01/21 - 09/30/22	105-099	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP REACH AND RESILIENCY	96,159	10.568	15 - MOU - 00118	06/13/22 - 06/30/24	105-103	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 39	50,638	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
EF&S ARPA	156,509	97.024		7/1/2022 - 3/31/2023	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	\$1,992.62 PER TRUCK LOAD	10.178		10/01/21 - 09/30/22	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182			131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN (START UP)	161,272	21.027		3/1/2022 - 6/30/2022	142-007	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN	303,106 1,212,423	21.027		4/1/2022 - 6/30/2022 7/1/2022 - 6/30/2023	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	398,229	10.565	MOU-20-6003	10/01/21 - 09/30/22	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/21 - 09/30/22 10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,101,059 4,277,247	10.557	19 - 10139 22 - 10236	10/01/21 - 09/30/22 10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	425,000	93.185	00-FE-3400-01-00	05/01/22 - 07/30/22	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	104,492	10.561	18 - 7012 - SUB - CAPK	10/01/21 - 09/30/22	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
HUD COMMUNITY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBAN HOUSING AND DEVELOPMENT
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/21 - 06/30/22	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CITY OF BAKERSFIELD CALVIP	578,731	N/A	2022-199	9/21/22-12/31/25	247	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, CITY OF BAKERSFIELD
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,852,203		N/A	07/01/21 - 06/30/22	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/21 - 06/30/22	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	22,010,862 23,809,862		CMAF - 1000 CMAF - 2000	07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,802,254 3,043,423		CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,577,394 7,153,992		CSPP - 1123 CSPP - 2120	07/01/21 - 06/30/22 07/01/22 - 06/30/23	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	273,427 273,318		CMIG - 1004 CMIG - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	40,079 40,079		CMSS - 1004 CMSS - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	1,466,598		21T-1015	12/01/21 - 06/30/23	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,227,141		N/A	07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/21 - 06/30/22	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	552,772		509-2019	07/01/21 - 06/30/22	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,108,229		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE



**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
SHAFER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
FRIENDSHIP HOUSE - ALBERTSONS STEM	4,868				531-266	ALBERTSONS COMPANIES FOUNDATION
211 LA County	10,000 15,000		N/A	11/01/22 - 06/30/23 07/01/23 - 06/30/24	536-230	CALIFORNIA 211 PROVIDERS NETWORK
211 KINGS COUNTY	22,868		N/A	07/01/21 - 06/30/22	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/21 - 06/30/22	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/21 - 06/30/22	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	92,130 96,737		N/A	12/28/21 - 12/31/22 01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A		423	FEEDING AMERICA SERVICE INSIGHTS
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/21 - 11/30/22	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST

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

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

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
124	Low Income Home Water Assistance			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
286	First 5 Oasis Family Resource Center				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
534	Oasis Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Homeless Services</u>						
141	ESG CARES Act Homeless Services				X		
142	County of Kern LBNC - Safe Camping				X		
160	HUD Coordinated Entry System				X		
275	County of Kern LBNC				X		
276	BKRHC HHAP				X		
278	City of Bakersfield HHAP				X		
292	United Way Stanislaus CES				X		
550	CalAIM Homeless Prevention Services				X		

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

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

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

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/22	n/a				
04/30/22	n/a				
05/31/22	n/a				
06/30/22	n/a				
07/31/22	n/a				
08/31/22	n/a				
09/30/22	n/a				
10/31/22	n/a				
11/30/22	n/a				
12/31/22	n/a				
01/31/23	n/a				

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

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

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

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/21 - 3/31/22	90 days	\$ 406.25	4.13%
04/01/22 - 6/30/22	90 days	\$ 221.16	5.35%
07/01/22 - 9/30/22	90 days	\$ 718.75	6.83%
10/01/22 - 12/31/22	90 days	\$ 223.61	8.15%

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

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF JANUARY 31, 2023	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(237,923.91)
HEAD START/EARLY HEAD START	(526,762.94)
<b>SUBTOTAL</b>	<b>(764,686.85)</b>
GENERAL CHILD CARE	667,978.42
MIGRANT A/P	3,891,798.05
MIGRANT CHILD CARE	99,782.59
MIGRANT SPECIALIZED SERVICES	(7,531.25)
SAN JOAQUIN COE GENERAL CHILD CARE	14,196.10
STATE PRESCHOOL	1,628,423.08
<b>SUBTOTAL</b>	<b>6,294,646.99</b>
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(136,764.55)
EF&S	92,678.68
EFAP	(36,593.66)
FEEDING AMERICA SENIOR HUNGER	29.54
FEEDING AMERICA SERVICE INSIGHTS	99,047.82
FOOD BANK	(404,129.48)
FOOD BANK EXPANSION	(150,560.98)
FOOD BANK CAPACITY PROGRAM	1,756,815.58
FOOD BANK - STATE	(19,609.88)
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	2,585,989.36
WONDERFUL FOUNDATION	114,981.27
<b>SUBTOTAL</b>	<b>3,920,335.01</b>
ENERGY	(141,142.78)
DOE WAP	0.00
LIHEAP	(2,438,989.52)
LIWHAP	(20,181.69)
PG&E	17,359.01
DAP (Disgorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	2,582,954.85
<b>SUBTOTAL</b>	<b>0.00</b>
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
<b>SUBTOTAL</b>	<b>2,000.00</b>
211	383,669.19
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(79,962.99)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(10,376.27)
CALAIM HOMELESS PREVENTION SERVICES	93,494.05
CAL FRESH	(13,308.56)
CALEITC	(108,293.80)
CAPK FOUNDATION	(40,387.54)
COST POOLS	57,787.15
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(557,651.49)
CSBG	(147,526.20)
CSBG CARES	(64.13)
CSBG - DISCRETIONARY	(31,000.01)
DIFFERENTIAL RESPONSE	(42,937.18)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,016,371.72
EAST KERN FAMILY RESOURCE CENTER	13,606.09
ESG CARES ACT HOMELESS SERVICES	(466,266.16)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(94,449.74)
ESG COORDINATED ENTRY SERVICE - COVID19	(13,262.22)
ASTHO VACCINE EQUITY	123,016.01
FIRST 5 KERN 211	(27,471.65)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(32,294.82)
FIRST 5 HELP ME GROW	(17,386.31)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(58,705.97)
FRIENDSHIP HOUSE	15,052.00
FUNDRAISING	275,059.44
GENERAL FUND	86,179.20
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(5,739.21)
HOME VISIT INITIATIVE (CO OF KERN)	(327,292.61)
CITY OF BAKERSFIELD HHAP	(609.14)
HOUSING FOR THE HARVEST STATE	3.02
HUD-COORDINATED ENTRY SYSTEM	(98,024.04)
COUNTY OF KERN - 211	(24.01)
INDIRECT FUND	439,486.98
IRS - VITA	(62,224.89)
TAX ASSISTANCE	32,625.20
M ST NAVIGATION CENTER	38,601.55
NEOPB CAL FRESH HEALTHY LIVING	(206,610.58)
POSITIVE YOUTH DEV SVC	(5,947.52)
POSITIVE YOUTH M	(74,370.19)
SHAFTER YOUTH CENTER	54,045.53
OASIS FAMILY RESOURCE CENTER	14,262.72
SIERRA FOUNDATION - ASTHMA MITIGATION	96,349.12
UNITED WAY 211	981.55
UW STANISLAUS CES	(60,711.23)
WELLS FARGO FOUNDATION	66,981.80
WIC	(960,403.62)
LESS: ENERGY NEGATIVE BALANCE	(2,582,954.85)
ADD: LINE OF CREDIT	0.00
<b>SUBTOTAL</b>	<b>(317,635.91)</b>
<b>TOTAL OPERATING CASH</b>	<b>9,134,659.24</b>

## **COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)**

### **WELLS FARGO BANK ACCOUNTS**

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

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



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

BANK RECONCILIATION FOR THE MONTH ENDED  
January 31, 2023

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

OPERATING ACCOUNT  
ACCOUNT NO: XXXXXX-X2976

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

DIFFERENCE: -

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

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

BANK RECONCILIATION FOR MONTH ENDING  
**January 31, 2023**

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

ACCOUNT NO.: XXXXX-X6256

**BANK BALANCE ENDING: 01/31/23 1,050,077.49**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 01/31/23 1,050,077.49**

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**BALANCE PER G/L 12/31/22 1,049,453.39**

ADD: DEPOSITS 0.00

INTEREST 624.10

ROUNDING ERROR 0.00

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 01/31/23 1,050,077.49**

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DIFFERENCE: 0.00

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

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PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 02/14/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Feb 14, 2023

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

BANK RECONCILIATION FOR MONTH ENDING  
**January 31, 2023**

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

ACCOUNT NO.: XXXXX-X1095

**BANK BALANCE ENDING: 01/31/23 439,345.64**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 01/31/23 439,345.64**

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**BALANCE PER G/L 12/31/22 170.54**

ADD: DEPOSITS 439,175.00

INTEREST 0.10

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

WIRE TRANSFER 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 01/31/23 439,345.64**

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

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

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 02/14/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Feb 14, 2023

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

BANK RECONCILIATION FOR MONTH ENDING  
**January 31, 2023**

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

ACCOUNT NO.: XXXXX-X1921

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

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

\* 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: 02/21/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Feb 21, 2023

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

BANK RECONCILIATION FOR MONTH ENDING  
**January 31, 2023**

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

ACCOUNT NO.: XXXXX-X6264

**BANK BALANCE ENDING: 01/31/23 4,677.85**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 01/31/23 4,677.85**

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**BALANCE PER G/L 12/31/22 4,675.07**

ADD: DEPOSITS 0.00

INTEREST 2.78

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00

**BALANCE PER G/L 01/31/23 4,677.85**

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DIFFERENCE: 0.00

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PREPARED BY: N. IBARRA TITLE: Accountant DATE: 02/15/23

APPROVED BY:  TITLE: Chief Financial Officer DATE: Feb 15, 2023

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

BANK RECONCILIATION FOR MONTH ENDING  
**January 31, 2023**

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

ACCOUNT NO.: XXXXX-X2049

**BANK BALANCE ENDING: 01/31/23 35,170.79**

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

**ADJUSTED BANK BALANCE: 01/31/23 35,170.79**

---

**BALANCE PER G/L 12/31/22 35,149.89**

ADD: DEPOSITS 0.00

INTEREST 20.90

BANK ACCOUNT TRANSFER FROM GENERAL FUND 0.00

LESS: CHECKS 0.00

CLIENT ANALYSIS SERVICE CHARGE 0.00

BANK ACCOUNT TRANSFER TO GENERAL FUND 0.00


**BALANCE PER G/L 01/31/23 35,170.79**

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DIFFERENCE: 0.00

---

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 02/15/23

APPROVED BY:  TITLE: Chief Financial Officer DATE: Feb 15, 2023

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

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



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

Statement Summary

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

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

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_





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

Statement Summary

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

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/13/2023	1/16/2023	Links For Life				320.00
Registration for Love Links Luncheon (4 tickets).						
2 1/24/2023	1/25/2023	Food-Ex				254.62
Lunch for CAPK Foundation Board of Directors meeting on 1/24/23. Agenda and attendee list are attached.						
					Transaction Count: 2	
					Total: 574.62	

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

Statement Summary

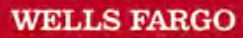
Name	Gloria Barbero	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

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

Transaction Count: 1  
Total: 122.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

## Statement Summary

Name	Yolanda Gonzales			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7009			Currency	US Dollar		
Reporting Period	12/31/2022 - 1/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 1/10/2023	1/12/2023	Barnes & Noble #2851				151.86	
Supplies- HS Leadership Retreat - Purchase due to delay in delivery of supplies							
<hr/>							
2 1/12/2023	1/13/2023	American Air				468.80	
Air flight - NHSA Management & Leadership Conference - New Orleans, LA - ANA Alaraz							
<hr/>							
3 1/12/2023	1/16/2023	American Ai				468.80	
Air Flight - NHSA Management & Leadership Conference - New Orleans, LA - Claudia Garibaldo 020723-021023							
<hr/>							
4 1/12/2023	1/16/2023	American Ai				468.80	
Air flight - NHSA Management & Leadership Conference - New Orleans, LA - Elizabeth Williams 020723-021023							
<hr/>							
5 1/12/2023	1/16/2023	American Ai				413.41	
Air flight - NHSA Management & Leadership conference - New Orleans, LA - Gloria Barbero 020723-021023							
<hr/>							

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

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

Transaction Count: 16  
Total: 3,832.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

Statement Summary

Name	Freddy Hernandez			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-8850			Currency	US Dollar		
Reporting Period	12/31/2022 - 1/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1 1/11/2023	1/12/2023	Wal-Mart #1624					156.31
		Immediate supply need for VITA.					
2 1/13/2023	1/16/2023	Mountain Mikes Pizza Stor					153.82
		Volunteer training cost.					
3 1/23/2023	1/25/2023	Pizza Hut 27385					59.09
		Lunch provided for VITA volunteers.					
4 1/25/2023	1/26/2023	Canva* I03676-29883163					12.95
		Software required for VITA.					
5 1/27/2023	1/30/2023	Officemax/Depot 6235					568.28
		Supplies needed for VITA ASAP for site expansion.					

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

Transaction Count: 6

Total: 997.29

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

Statement Summary

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

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/10/2023	1/12/2023	Biometrics4all Inc				20.25
Relay Fees for running New Hire Fingerprints Invoice Period 12/01/2022-12/31/2022 Invoice Date 01/01/2023						
2 1/13/2023	1/13/2023	Frugattis Italian Eatery				250.00
Human Resources Staff Development Meeting						
3 1/19/2023	1/20/2023	Usps Po 0504680519				30.60
COVID Test Kits for Stockton Location						
4 1/20/2023	1/20/2023	Uplift Desk				269.54
Sit to Stand desk for HR employee (as mandated by benefits team).						
						Transaction Count: 4
						Total: 570.39

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_





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

Statement Summary

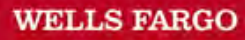
Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	12/31/2022 - 1/31/2023		

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

Transaction Count: 2  
Total: 514.09

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

## Statement Summary

Name	Pritika Ram			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7074			Currency	US Dollar		
Reporting Period	12/31/2022 - 1/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 1/1/2023	1/2/2023	Stk*shutterstock				29.00	
Monthly Subscription fee for stock photos.							
<hr/>							
2 1/4/2023	1/5/2023	Tst* El Puesto Cocino Y C				59.93	
Lunch meeting to discuss 211 Program Administration transition & Training. Attendees: P. Ram, S. Jones-Roberts, M. Gonzalez							
<hr/>							
3 1/10/2023	1/12/2023	Food-Ex				238.89	
Lunch for Website Discussion Meeting. Agenda & Sign-in sheet are attached.							
<hr/>							
4 1/19/2023	1/20/2023	Facebk *c5f39m7em2				100.00	
Facebook Ad							
<hr/>							
5 1/19/2023	1/23/2023	Starbucks Store 24007				20.00	
Coffee for Media Training on January 19, 2023. Agenda & Attendee sign-in sheet attached.							
<hr/>							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/20/2023	1/23/2023	Facebk *jeyetlfem2				4.98
		Facebook Ad				
7 1/21/2023	1/23/2023	Tst* El Puesto Cocino Y C				55.88
		Lunch meeting with Habitat for Humanity. Attendees: P. Ram & R. White.				
		Agenda topics are included on sheet with receipt.				
8 1/23/2023	1/24/2023	La Times Subscription				52.00
		Annual Subscription for LA Times eNewspaper.				
						Transaction Count: 8
						<b>Total: 560.68</b>

Employee Signature

Date

Authorized Approver Signature

Date



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

Statement Summary

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

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

Transaction Count: 5  
**Total: 1,437.93**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

Statement Summary

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

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

Transaction Count: 1  
Total: 1,413.94

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

Statement Summary

Name	Tracy Webster			Company	Community Action Partnership O			
Account #	XXXX-XXXX-XXXX-6993			Currency	US Dollar			
Reporting Period	12/31/2022 - 1/31/2023							
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount
1 1/17/2023	1/18/2023	Dynamic Systems						176.24
		Check order for Partnership						
2 1/24/2023	1/25/2023	Aatrix Software						1,610.70
		Efiling 1099s						
3 1/24/2023	1/25/2023	Aatrix Software						115.38
		Efiling 1099s						
4 1/30/2023	1/31/2023	Adp Special Events Mas						200.00
		ADP Training for Adriana Arredondo May 24, 2023						
5 1/30/2023	1/31/2023	Api Apa Gpmi Meet Apas						199.00
		Unlocking the Mystery of the Form W-4 for Adriana Arredondo						

Transaction Count: 5  
**Total: 2,301.32**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_





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

Statement Summary

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

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

Transaction Count: 1  
Total: 27.80

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Approver Signature \_\_\_\_\_ Date \_\_\_\_\_



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

Statement Summary

Name		Susana Magana		Company		Community Action Partnership O		
Account #		XXXX-XXXX-XXXX-6693		Currency		US Dollar		
Reporting Period		12/31/2022 - 1/31/2023						
	Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1	1/3/2023	1/4/2023	Wal-Mart #2557					73.72
	Special formula purchase.							
2	1/4/2023	1/5/2023	Abbottstore					-109.47
	Credit for infant formula.							
3	1/9/2023	1/10/2023	Wal-Mart #2557					363.66
	Special diet milk, formula, and supplements.							
4	1/9/2023	1/10/2023	Lassens Natural Foods-Bk					188.78
	Special diet food.							
5	1/13/2023	1/19/2023	Walmart.Com 8009666546					99.90
	Special formula purchase.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/19/2023	1/20/2023	Country Tire & Wheel Rose				21.06
Flat tire repair.						
7 1/20/2023	1/23/2023	Office Depot #952				197.49
Large envelopes for attendance logs.						
8 1/26/2023	1/30/2023	Kern Co Parks And Rec				30.00
2023 park fee for CSFP program distribution site.						
					Transaction Count: 8	
					Total: 865.14	

Employee Signature

Date

Authorized Approver Signature

Date

**COMMUNITY ACTION PARTNERSHIP OF KERN  
CENTRAL KITCHEN - BUDGET TO ACTUAL  
FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (11 OF 12 MONTHS OR 91.7%)**

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

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

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

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN  
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT  
FOR THE PERIOD 7/1/22 - 6/30/23 (7 OF 12 MONTHS = 58.3%)

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

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

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

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

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

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

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

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
<b>GENERAL CHILD CARE (CCTR-2058)</b>														
Adjusted Days of Enrollment - Certified	3,439	4,970	4,923	5,761	5,374	5,384	5,468	-	-	-	-	-	35,318	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 177,255	\$ 256,191	\$ 253,771	\$ 296,976	\$ 277,019	\$ 266,711	\$ 270,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,798,826	48.91%
Maximum Reimbursable Amount (MRA)													\$3,678,194	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.61%	98.89%	98.84%	98.84%	98.27%	97.74%	97.83%							97.69%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%
<b>CALIFORNIA STATE PRESCHOOL (CSPP-2120)</b>														
Adjusted Days of Enrollment - Certified	3,296	6,416	8,191	9,575	8,903	8,030	9,456						53,868	
Reimbursement Rate per Child per Day	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	
Revenue Earned	\$ 182,181	\$ 354,638	\$ 452,716	\$ 529,198	\$ 492,046	\$ 443,829	\$ 522,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,977,264	65.51%
Maximum Reimbursable Amount (MRA)													\$4,544,694	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.41%	98.26%	98.67%	97.89%	96.47%	97.39%	96.11%							96.74%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%
<b>MIGRANT CHILD CARE (CMIG-2004)</b>														
Adjusted Days of Enrollment - Certified	94	123	130	158	136	133	149						925	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 4,865	\$ 6,338	\$ 6,703	\$ 8,169	\$ 7,002	\$ 6,881	\$ 7,703	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,661	17.44%
Maximum Reimbursable Amount (MRA)													\$273,318	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	96.83%	98.39%	96.24%							99.30%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2022/23 State contracts.

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

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	687	919	860	995	918	1,188	1,366						6,933	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 31,629	\$ 42,283	\$ 39,571	\$ 45,804	\$ 42,254	\$ 54,680	\$ 62,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 319,119	20.30%
Maximum Reimbursable Amount (MRA)													\$1,571,900	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	97.54%	99.05%	96.92%							98.66%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%							100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2022/23 Cooperative Agreement with the San Joaquin County Office of Education





# Community Action of Partnership of Kern Agency Total

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

### ASSETS

Cash in Bank	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	12,434,357
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	1,045,253
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>

**Total Assets** 40,412,866

### LIABILITIES AND NET ASSETS

Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	<u>4,330,162</u>

**Total Liabilities** 18,680,076

**Total Net Assets** 21,732,790

**Total Liabilities and Net Assets** 40,412,866

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

### REVENUE

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

**Total Revenue** 118,966,438

### EXPENDITURES

Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,753,361
Capital Expenditures	(0)
Indirect	6,862,436
In-Kind	<u>206,161</u>

**Total Expenditures** 111,441,431

**Net Change in Assets** 7,525,007

**Net Assets, beginning** 14,207,782

**Net Assets, ending** 21,732,790

# Community Action of Partnership of Kern Agency Total

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

### ASSETS

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

**Total Assets** 34,376,367

### LIABILITIES AND NET ASSETS

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

**Total Liabilities** 11,517,500

**Total Net Assets** 22,858,868

**Total Liabilities and Net Assets** 34,376,368

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

### REVENUE

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

**Total Revenue** 110,194,252

### EXPENDITURES

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

**Total Expenditures** 109,068,173

**Net Change in Assets** 1,126,079

**Net Assets, beginning** 21,732,790

**Net Assets, ending** 22,858,868

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Prepared Date: 02/27/23



## MEMORANDUM

To: Board of Directors

From: Pritika Ram, Chief Business Development Officer

Date: March 29, 2023

Subject: *Agenda Item V(a)*: Governor's Office of Business and Economic Development (GO-Biz) Community Economic Resiliency Fund Program - Kern Coalition (Kern CERF Coalition) Regional Convenor Memorandum of Understanding – **Action Item**

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### **Introduction:**

On September 23, 2021, Governor Gavin Newsom signed Senate Bill (SB) 162, which established the Community Economic Resilience Fund (CERF). SB 162 supports regionally centered plans to respond to the diverse needs across our state and to build sustainable and resilient regional economies. Initially, \$600 million was appropriated from the American Rescue Plan Act Coronavirus Fiscal Recovery Fund of 2021 until the 2022 budget revised the source of funds to the State General Fund in SB 115 (2022). The intent of the funding is to build an equitable and sustainable economy across California's diverse regions and foster long-term economic resilience in the overall transition to a carbon-neutral economy.

A single roadmap for California's economic future is not a right fit approach given California's size and complexity. Rather, a regional approach, which will account for dynamics such as shifting industries and talent pools, better suits the state. CERF uses a high-road approach to economic development to support the creation of quality jobs and equal access to those jobs. A high-road economy favors businesses that invest in their workforces, pay living wages, and engage in environmentally sustainable business practices.

### **Overview of Phase I Partnership:**

On July 25, 2022, the CERF Kern Regional grant was submitted and in October 2022, KCCD was notified of the grant award, however, it took several months to receive a contract. In mid-February 2023, KCCD's Board approved the contract for approximately an 18-month performance period. In Phase 1, also referred to as the Planning Phase, the CERF program will provide up to \$5 million dollar planning grants to support one High Road Transition Collaborative (HRTC) for Kern County. The HRTCs is composed of an administrative Fiscal Agent, a Regional Convener (or Co-Conveners), and a wide range of diverse partners reflecting the diversity of each region. The following entities are identified as part of the CERF application:

Fiscal Agent: Kern Community College District (KCCD) and will provide administrative backbone support.

Co-Conveners: *Kern Coalition* with the Kern Inyo Mono Central Labor Council (CLC), Community Action Partnership of Kern (CAPK), Better Bakersfield & Boundless Kern (B3K), and KCCD.

The CERF Planning Phase will occur within each of the five (5) Kern County subregions: East, West, North, South, and Central Kern. Through the sub-regional partners and KHRTC Governance Council, projects will be developed that demonstrate viable, shovel-readiness, and address CERF objectives of equity, sustainability, job quality, economic competitiveness and economic resilience. These projects will be recommended for implementation as part of CERF Phase II Implementation.

**CAPK's Role:**

As currently structured, CAPK would serve in the role of Co-Convener, primarily representing diverse community interests for the Planning Phase. Our involvement as a community-based organization paired with a worker-centered inclusive approach for economic planning is imperative in ensuring communities traditionally left out will be part of achieving equitable outcomes. The total budget amount is \$160,000. Through an MOU with KCCD, CAPK will hire a 1.0 FTE Outreach and Communications Supervisor over an 18-month project period to lead the plan and coordination of the direct five (5) sub-regional partner operations within the CERF KERN Coalition. This position is a temporary position and will primarily conduct the following tasks and activities: (1) coordinate and oversee a valuate operations and activities of the site offices; recommend improvements and modifications to the plan; (2) participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for budget items; monitor and control expenditures and budget accounts; (3) assist in research, compile, analyze and summarize data for special projects, programs and various comprehensive reports; prepare or direct the preparation of administrative reports from the sub-regions; and prepare meeting minutes as part of Phase I. This position will also be assigned to one of the five (5) sub-regions assigned to CAPK.

**Strategic Alignment:**

This extended agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3 in advancing economic empowerment and financial stability for low-income people in the communities we serve, specifically part of Objective 3.3: Increase opportunities and supports for clients to advance through career and education pathways, and Objective 3.4 Increase access to economic asset enhancement and financial educational opportunities.

**Recommendation:**

*Due to the time constraint of the board meeting and the release of the MOU from KCCD, staff is requesting the following action:*

Staff recommends the Board of Directors authorize the Chief Executive Officer (CEO) to execute the Regional Convenor Memorandum of Understanding and supporting documentation upon receipt with Kern Community College District for the Community Economic Resilience Fund (CERF) Phase 1 Planning project, and upon review and approval of the Board Chair.

**Attachments:**

*Community Economic Resiliency Fund Program - Kern Coalition – All Stakeholders Meeting*



# Kern Coalition

Community • Industry • Labor • Workforce Development

## All Stakeholders Meeting

February 23, 2023

12 pm & 4 pm



# Agenda

- Kern Coalition
- CERF Recap
- CERF Timeline
- How to Get Involved
- What's Next



# Kern Coalition - Your Conveners

Fiscal Agent:



Regional Conveners:



# What drives the Kern Coalition?

## Mission Statement

The Kern Coalition's mission is to unify and bolster local efforts that advocate for the equitable attainment of good, quality jobs that promote a resilient economy, and positive health, social, and environmental outcomes in disinvested communities through diverse representation and securing direct investments for economic development strategies.





# What drives the Kern Coalition?

**Vision:** To eliminate generational poverty and promote equitable, economic mobility for all in Kern County by ensuring investments dismantle systemic barriers.

- Values:**
- Diversity, Equity, Access & Inclusion
  - Trust
  - Transparency
  - Community-Centric
  - Capacity-Building
  - Power-Building
  - Power-Sharing
  - Financial Security
  - Advocacy
  - Collaboration
  - Accountability





# CERF Recap

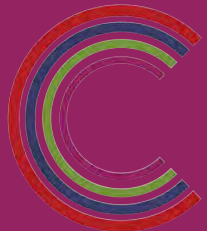
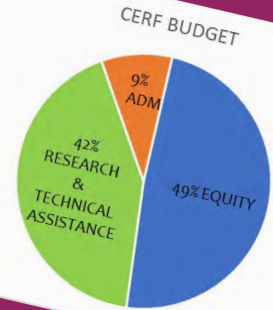
**CERF: Community Economic Resilience Fund (FUND), SB 162 (\$600 M)  
for 13 CERF regions across CA**

→ **Planning Phase I ( 2022-2024)**

Develop a regional plan by fall 2023 that comprehensively accounts for regional for sub-regional economies to create good, quality jobs for the un- and/or under-employed through sub-regional collaborative meetings. (\$5M)

→ **Planning Phase II (2024-2026)**

Upon completion of the regional plan, develop subregional and regional proposals anchored to the plan to bring job opportunities to the sub regions in Kern County, and present those plans to the Governance Council, who will be voted in by the fall of 2023. (\$35M+)





# CERF Recap

## CERF Planning: Inclusive Regional Planning with A Focus on Equity

### → **Economic Equity**

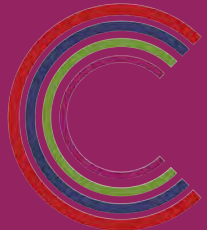
Focus on eliminating barriers for all people, regardless of race, gender, or nativity, so that they can contribute to and access the opportunities of a strong, resilient economy

### → **Environmental Equity**

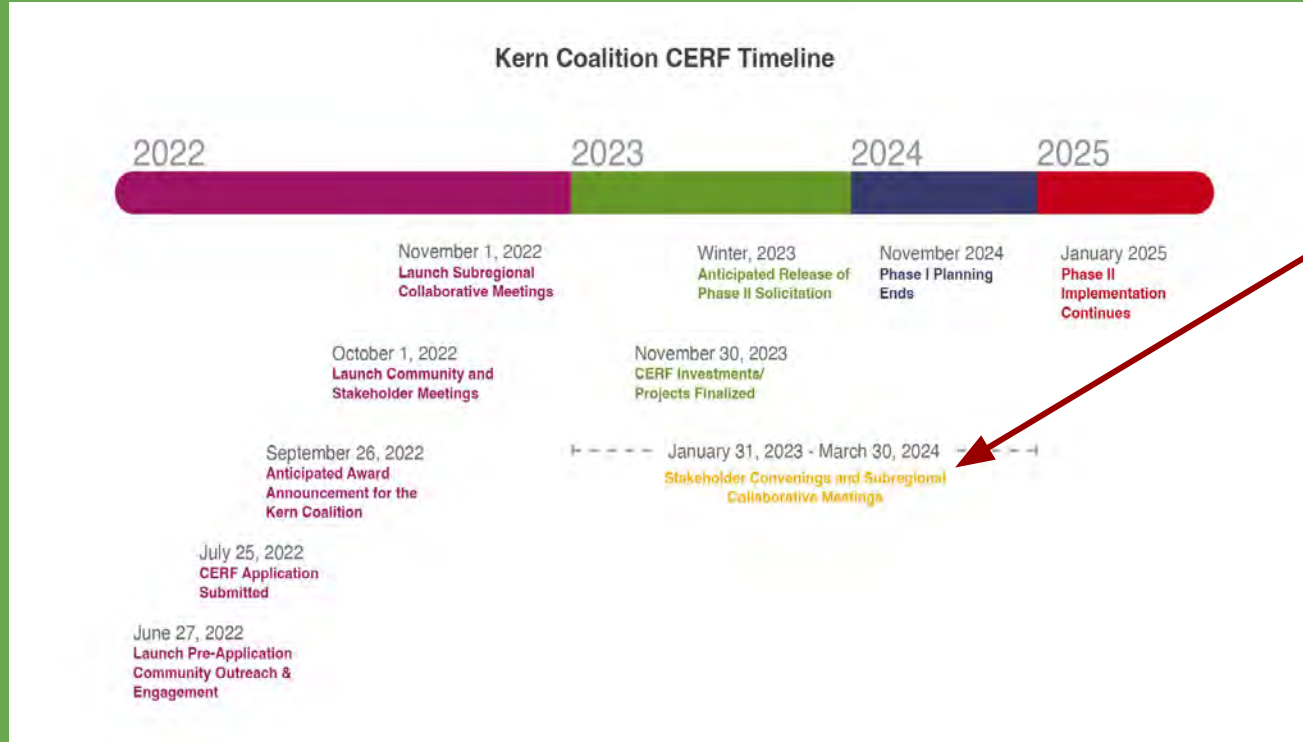
Focus on projects that promote sustainability and do not cause harm to the environment.

### → **Health Equity**

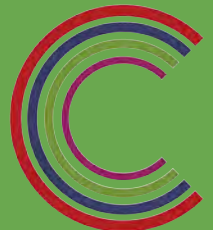
Focus projects that prioritize holistic health and the health of the community.



# CERF TIMELINE



With the \$5M contract recently approved, the Kern Coalition, will launch the subregional collaborative meetings in March.



# The Subregional Approach

Each region has unique micro-economies,  
challenges, needs, and perspectives.



# Outreach & Community Engagement

- The Kern Coalition will be soliciting proposals from qualified consultants or firms specializing in Community Outreach & Engagement as part of the CERF Planning Phase.
- Outreach and engagement will involve community-based organizations to ensure the subregional meetings are inclusive and are diverse.
- Technical assistance will be offered as well to bridge gaps among disinvested communities to ensure all key stakeholders with varying power dynamics and influence have voice.
- Incentives will be provided to help increase engagement of disinvested communities.



# How to Get Involved

All members of the community are welcome to attend the upcoming sub-regional collaborative meetings:

- Disinvested communities;
- California Native American tribes;
- Labor organizations;
- employers, businesses, and business associations;
- grassroots organizations, community based-organizations, and community members;
- government agencies;
- economic development agencies;
- philanthropic organizations; education and training providers;
- workforce entities, environmental justice organizations;
- worker centers; &
- other regional stakeholders.

The Subregional Collaborative meetings are the place where communities will discuss what proposals will bring good, quality jobs that are sustainable and equitable.

The Regional Economic and Recovery Transition Plan will help support inclusive planning.



# Research

The Kern Coalition will be soliciting proposals from qualified consultants or firms specializing in economic and workforce development research to support local planning efforts for the CERF Planning Phase, which includes the development of the Regional Equity and Recovery Transition Plan (the Regional Plan) and includes these parts:

Part I:

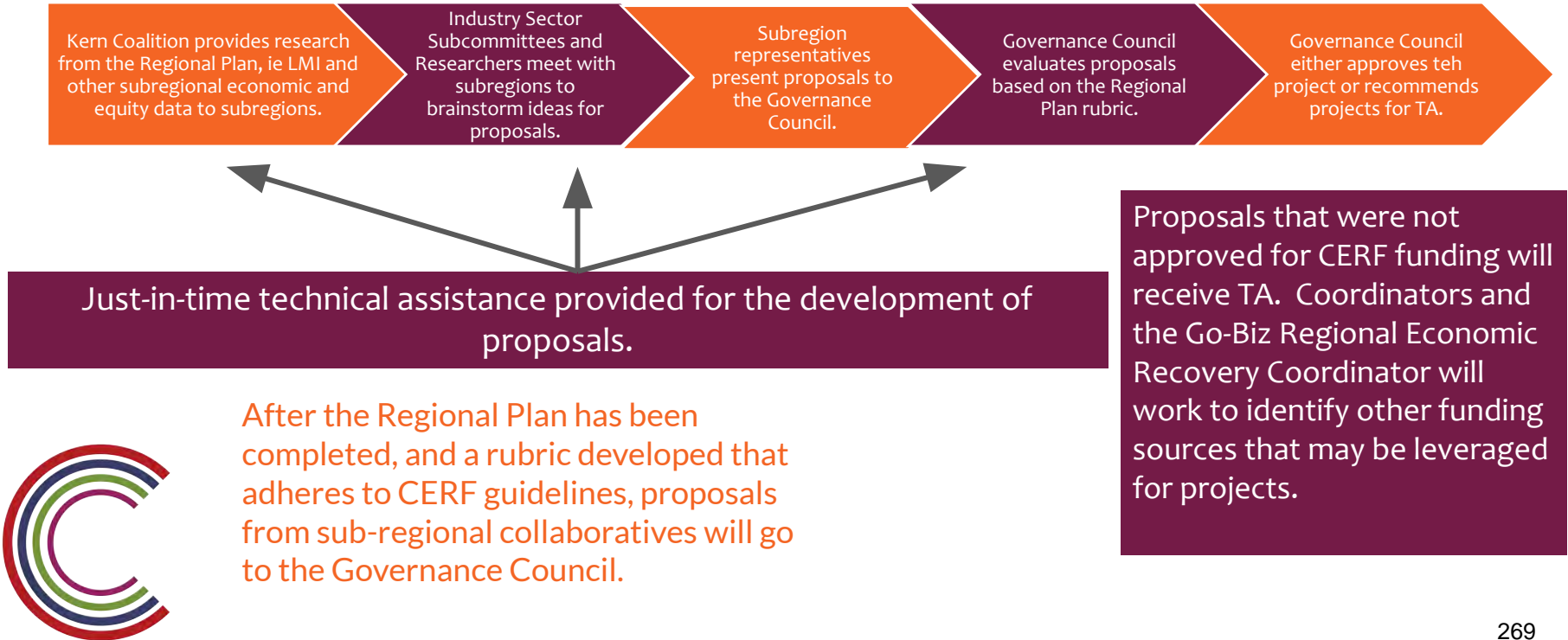
- Stakeholder Mapping
- Regional Summary
- Labor Market Analysis
- Industry Cluster Analysis
- SWOT Analysis

Request for Proposals (RFPs) will be posted on the Kern Coalition CERF website:  
<https://www.kccd.edu/KernCoalitionCERF>.





# Implementation Plan Proposal Process





# Upcoming Sub-regional Collaborative Meetings

<b>March 13th</b>	<b>March 14th</b>	<b>March 15th</b>	<b>March 16th</b>	<b>March 17th</b>
South Kern	East Kern	West Kern	North Kern	Central Kern
5:30 pm	5:30 pm	5:30 pm	5:30 pm	5:30 pm

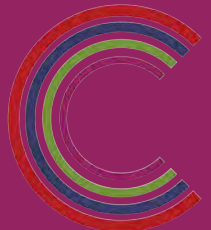
Invitations will be forthcoming with details on locations and will include information on a virtual attendance option.



# Stay Informed!



Visit our website at  
<https://www.kccd.edu/KernCoalitionCERF>.





## MEMORANDUM

To: Board of Directors

From: *Vanessa C. Mendoza*  
Vanessa C. Mendoza, Grant Administrator

Date: March 29, 2023

Subject: *Agenda Item V(b)*: City of Bakersfield – California Strategic Growth Council FY 2022-23 Transformative Climate Communities (TCC) Round 5 - Strategy 4: Solar Installation and Energy Efficiency – **Action Item**

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### **INTRODUCTION**

The City of Bakersfield received a planning grant in 2019 from the California Strategic Growth Council (SGC) - Transformative Climate Communities (TCC) Program to identify multiple neighborhood-level projects and strategies for reducing greenhouse gas emissions and achieving other economic and health benefits through a community collaborative application process. The Bakersfield Transformative Climate Communities (TCC) Plan is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The community vision is about building a better Bakersfield for all residents with community investments that will provide more affordable and sustainable housing, enhance accessibility and low/no-carbon transportation options, create safe, walkable and bikeable neighborhoods, and support existing residents with weatherization and solar, anti-displacement policies and programs, and workforce development and economic opportunities.

In 2022, the City of Bakersfield submitted TCC Round 4 application but was not awarded. In Fall 2022, the City began to conduct community outreach and reengage with Round 4 proposers as they prepare for TCC Round 5 “Southeast STRONG” submission<sup>1</sup>. At this time, there are approximately twenty-two (22) projects that have been identified and is undergoing a community-level review to identify the top six (6) projects. At that time, City staff along with the TCC experts and consultants will review the projects for readiness and the following focus areas and goals: (1) Equitable Housing & Neighborhood Development; (2) Mobility & Urban Greening; (3) Workforce Development & Economic Opportunities; and (4) Transformative Elements, such as community engagement and displacement avoidance plans in disinvested areas on Southeast Bakersfield.

### **OVERVIEW OF TCC PARTNERSHIP**

CAPK is participating in the Stakeholder Committee Meetings and is planning to submit a project. The proposed project is aligned with TCC’s Strategy 4: Strategy 4: Solar Installation and Energy Efficiency in partnership with Kern Community College District, GRID Alternatives, and Leadership Council. In summary, the partnership aims to provide a range of energy efficiency services and workforce training resulting in improved energy utilization, reduced electrical utility

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<sup>1</sup> [Bakersfield TCC](#)

costs for families, and workforce training related to solar installation and electrical trades. The goal is to provide a comprehensive energy efficiency package that includes weatherization and solar photovoltaic systems for homes of qualifying families in the identified Bakersfield TCC Area.

### **STRATEGIC ALIGNMENT**

This extended agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3 in advancing economic empowerment and financial stability for low-income people in the communities we serve, specifically part of Objective 3.3: Increase opportunities and supports for clients to advance through career and education pathways, and Activities 3.3.1: Strengthen and expand relationships with adult education providers (adult schools and community colleges), local employers, and industry leaders to build job skills and increase access to career and education pathways.

### **Recommendation:**

Staff recommends that the Board of Directors authorize the Chief Executive Officer to submit the City of Bakersfield – California Strategic Growth Council FY 2022-23 Transformative Climate Communities (TCC) Round 5 - Strategy 4: Solar Installation and Energy Efficiency.

### **Attachments:**

*City of Bakersfield - Transformative Climate Communities*

- (1) CAPK Project Presentation Strategy 4: Solar Installation and Energy Efficiency
- (2) Southeast Strong TCC Proposed Project List: [Southeast Strong TCC Proposed Project List / Bakersfield TCC](#)

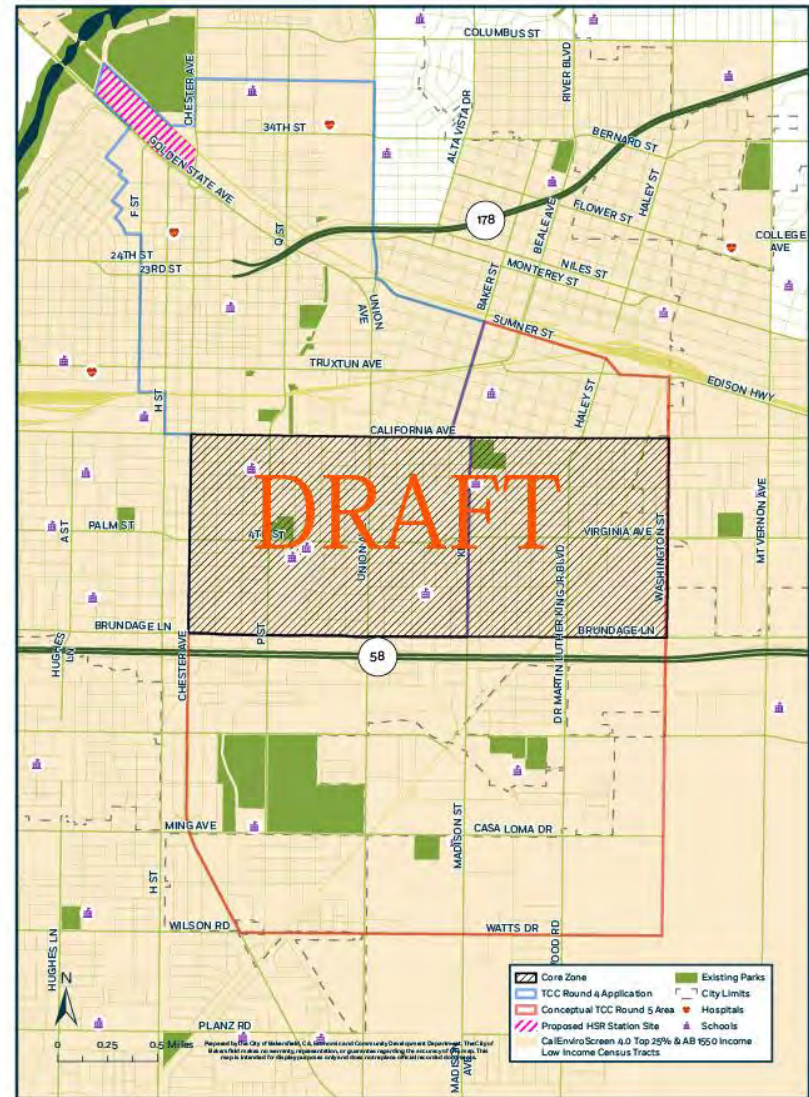
# Overview

## Project Overview

- Type: Implementation Grant
- Applicant: Community Action Partnership of Kern (CAPK)
- Implementer: CAPK
  - Kern Community College District (KCCD)
  - Grid Alternatives
    - Leadership Council
- Project Address: 300 19th St, Bakersfield, CA 93301
- Size/Quantity: Improvements on up to 60 homes over the 5-year Project Period and up to 300 work-based learning opportunities
- TCC Funding Ask:
  - GRID \$2,107,385
  - CAPK \$ 2,606,816
  - KCCD \$ 964,010
- Matching Funding: 143,574
- Total Budget: 5,678,211
- Project Scalability (Y/N): Y



## TCC Round 5 Preliminary Project Boundary





# Benefits and Impacts

## Scope of Services:

- CAPK: Weatherization Services
  - Weatherization services for households that narrowly miss eligibility through LIHEAP and DOE
    - Weatherized households can reduce their energy consumption by about 20%, resulting in a savings of about US\$2,400 per year
- Grid Alternatives: Solar photovoltaic retrofit 60 home
  - 300 kW of installed solar
  - 5kW per system
  - 3,939 tons Greenhouse Gas Reduction
  - Leadership Council: Community canvassing, outreach, and education
- KCCD Workforce Training Program
  - 300 individuals trained and certified in solar installations



## TCC Goals and Criteria

Providing a range of energy efficiency services and workforce training resulting in improved energy utilization, reduced electrical utility costs for families, and workforce training related to solar installation and electrical trades. The goal is to provide a comprehensive energy efficiency package that includes weatherization and solar photovoltaic systems for homes of qualifying families in the identified Bakersfield TCC Area

- Fulfills TCC Goal -  
Reducing Greenhouse Gas Emissions
- Fulfills TCC Criteria - Expand Economic Opportunity through Workforce Training
- Criteria:  
Individuals must be home-owners.

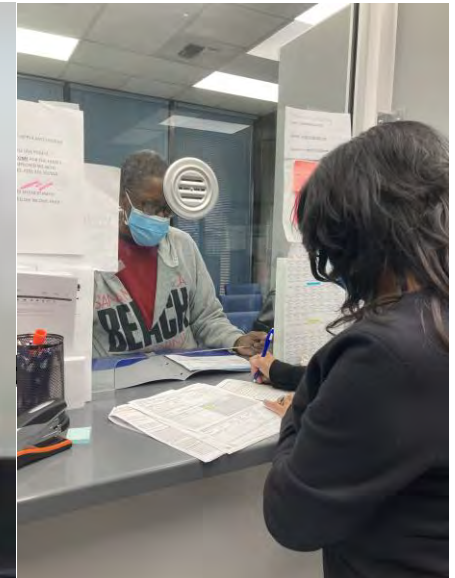




## Readiness

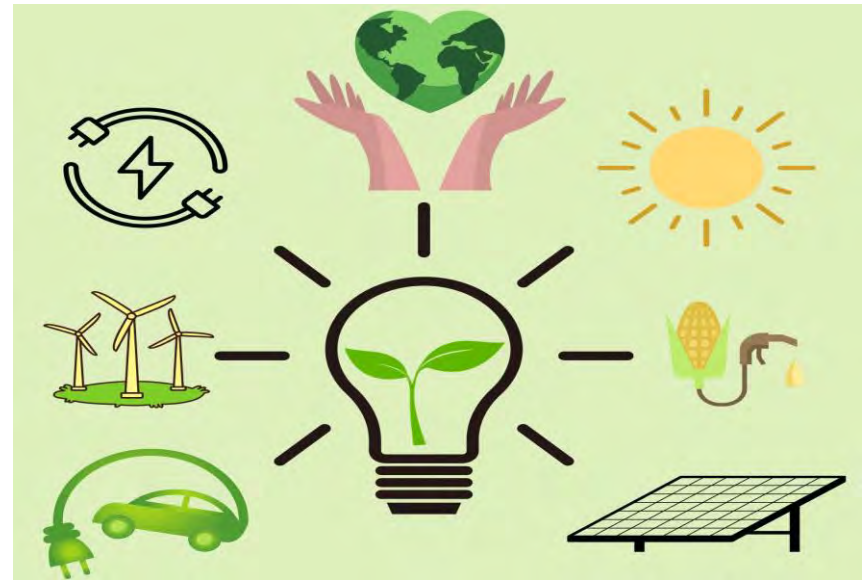
KCCD and Grid Alternatives have been partnering since 2012 to provide solar-based services in the community.

- CAPK: Every year, we help more than 1,000 local families with energy efficiency upgrades. Services have been offered since the 1970s
- Grid Alternatives: Nonprofit solar installer serving the Central Valley. GRID has provided solar to over 2,950 homes in the Central Valley.
- KCCD: Has trained over 375 solar installation students since 2011



## Close

- Direct impact to homeowner's utility bill
  - Every \$1 spent on Home Weatherization returns \$1.72 in Energy Benefits
  - 16,828,260 total kW production over 25 years
  - \$2,543,700 cost savings for families served over 25 years
  - \$43,295 cost savings for each family over 25 years.
  - Over 210 students will receive permanent job placement.



## SOLAR SAVES MONEY!



### ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1234567890-1  
Statement Date: 09/07/2019  
Due Date: 09/28/2019

#### Service For:

TEDDY BEAR WALTERS  
12345 ENERGY CT

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m.  
Saturday 8 a.m.-6 p.m.  
Phone: 1-800-743-5000  
[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

#### Ways To Pay

[www.pge.com/waystopay](http://www.pge.com/waystopay)

#### Your Account Summary

Amount Due on Previous Statement	\$91.57
Payment(s) Received Since Last Statement	-91.57
Credit(s) from Solar Production	\$86.00
Current PG&E Electric Delivery Charges	\$91.14
Current Charge after Solar Production	\$5.14

<b>Total Amount Due by 08/28/2019</b>	<b>\$5.14</b>
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# Bakersfield Senior Center Mixed-Use Project

**TCC Strategy:** Equitable Housing and Neighborhood Development

**Proposer/Implementer:**  
Bakersfield Senior Center & Housing Authority of the County of Kern

**Project Address:** 530 4<sup>th</sup> Street., Bakersfield, CA 93304

**Size/Quantity:** New expanded senior center plus 36 units of affordable senior housing



Photo Courtesy of: Bakersfield Senior Center

Project Type — *Mixed Use/Affordable Housing*



# Benefits and Impacts

**Description:** 36-units of affordable housing with a 26,000 square foot senior center on the bottom floors

## Benefits & Impacts:

- New Affordable housing units
- Renewable energy produced
- Expanding senior center serves as gathering place for community
- Placemaking initiative creating transformative change on 4<sup>th</sup> Street

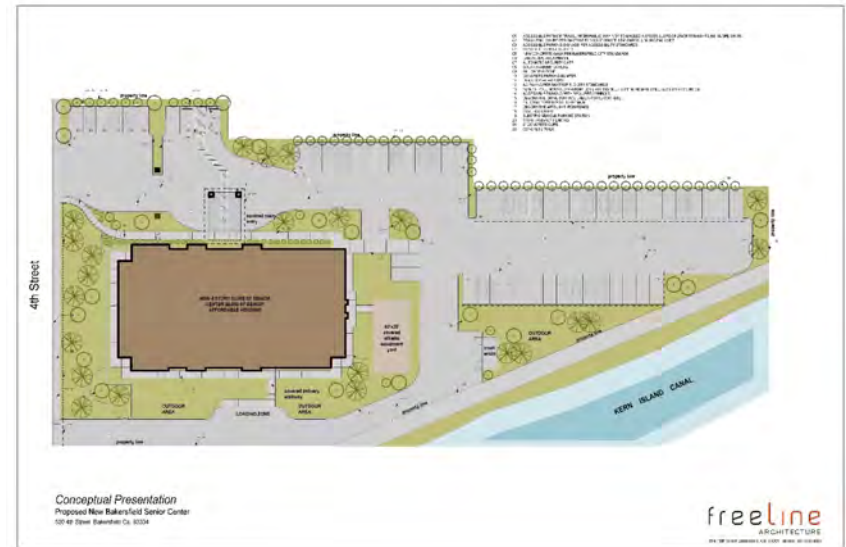


Photo Courtesy of: Housing Authority of the County of Kern

# TCC Goals and Criteria

## Goals:

- 36-units of affordable housing with a 26,000 square foot senior center on the bottom floors
- In conjunction with the adjacent property, create 52 new units of affordable housing while redeveloping a formerly abandoned property and the existing Bakersfield Senior Center property

## Criteria:

- Develops dense, infill housing with multi-modal connection
- Creates a unique sense of place for the area and a transformative impact



Photo Courtesy of: Bakersfield Senior Center



## Close

Project will be a placemaking initiative, catalyzing services and reinvestment in the area

### Top 3 Area Benefits:

- Expands affordable housing
- Transit oriented infill development
- Senior center provides essential services to community

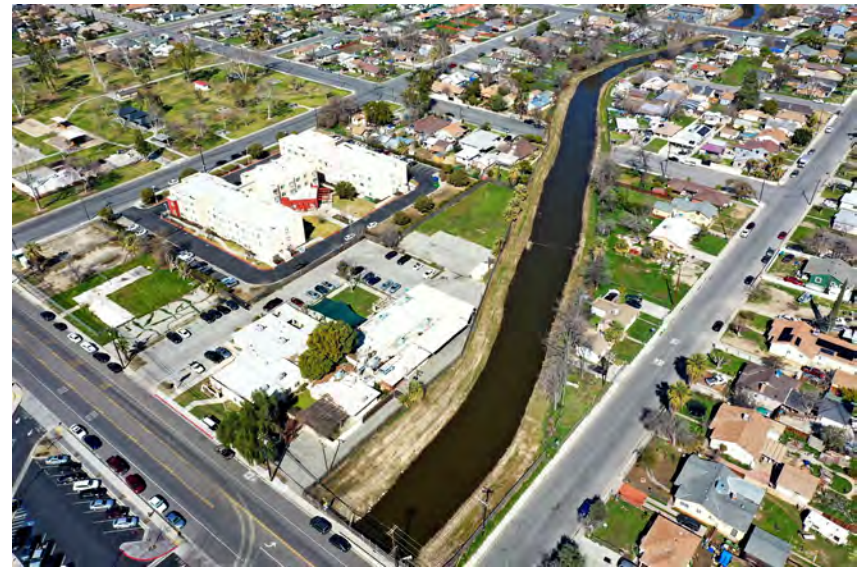


Photo Courtesy of: Housing Authority of the County of Kern



# Infill Housing Project

**TCC Strategy:** Equitable Housing and Neighborhood Development

**Proposer/Implementer:** Golden Empire Affordable Housing, Inc.

**Project Address:** 8 units of infill housing at 800 South Baker Street and/or other vacant lots to be identified

**Size/Quantity:** At least 8 units of affordable housing on a vacant lots in the focus area



Photo Courtesy of: Housing Authority of the County of Kern

## Benefits and Impacts

### **Project Description:**

Construct affordable housing on various infill sites with multi-family units on vacant lots

### **Benefits and Impacts:**

- Increased affordable housing units
- Turn blighted lot into attractive housing
- Renewable energy produced





# TCC Goals and Criteria

## Goals:

- Infill housing developed throughout the southeast community promotes equitable housing and neighborhood development
- Promote multi-modal transportation by developing infill housing
- Convert vacant land into affordable housing options

## Criteria:

- Dense, affordable housing with transit connections
- Investment in disadvantaged communities with neighborhood-level enhancements



## Close

Safe, affordable housing provides stability for individuals and families and neighborhoods

### **Top Three Area Benefits:**

- Helps meet great need for affordable housing
- Promotes family and community stability
- Creates economic growth



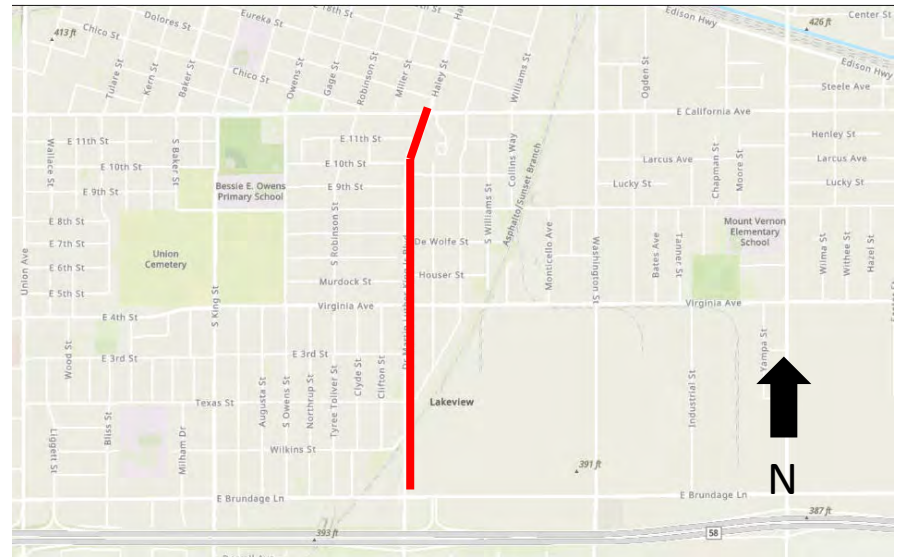
# Dr. Martin Luther King Blvd Complete Streets

**TCC Strategy:** Transit Access and Mobility & Urban Greening and Green Infrastructure

**Proposer/Implementer:** City of Bakersfield Public Works Department

**Project Address:** Dr. Martin Luther King Blvd between California Avenue and Brundage Lane

**Size/Quantity:** 1.0 mile



## Benefits and Impacts

**Project Description:** Design and build complete streets allowing for bike, pedestrian, and transit circulation and increase urban greening and safety features

**Benefits and Impacts:**

- Enhanced multi-modal access
- Increase landscaping and urban greening
- Increase road safety for all roadway users



Source: Flickr

Copyright Queen's Printer for Ontario, photo source: Ontario Growth Secretariat, Ministry of Municipal Affairs



# TCC Goals and Criteria

## Goals:

- Increase safety for bicyclists, pedestrians, and transit users
- Increase the use of alternative forms of transportation besides driving
- Add trees and urban greening along the corridor

## Criteria:

- Supports walkability and bikeability to promote healthy lifestyle opportunities and climate change initiatives
- Improved quality of life by making it safer and more convenient to use alternative forms of transportation



Source: City of Burlington. n.d. "Protected Bicycle Lanes" [Digital image]. <https://www.burlingtonvt.gov/DPW/ProtectedBicycleLanes>.

## Close

Project would redevelop MLK Blvd and make it easier to use healthier, alternative forms of transportation and reduce greenhouse gas emissions.

### Top Three Area Benefits:

- Reduce greenhouse gas emissions by promoting clean forms of transportation
- Improve public health by making it more convenient to use alternative forms of transportation
- Increase community safety by making it safer to bike, walk, and use transit



Source: City of Long Beach. n.d. "Continental Crosswalks" [Digital image]. <http://www.longbeach.gov/goactive/b/mobility-toolkit/walkability-treatments/continental-crosswalks/>.

# Safe Routes to School

**TCC Strategy:** Transit Access and Mobility Strategy

**Applicant:** Bike Bakersfield

**Implementer:** Bike Bakersfield, City Public Works

**Project Address:** To be determined, but program would involve local schools within the focus area

**Size/Quantity:** To be determined



Photo Courtesy of: Bike Bakersfield



# Benefits and Impacts

**Project Description:** Promote walking and bicycling to school through infrastructure improvements, urban greening, enforcement, tools, safety education, and incentives

## Benefits and Impacts:

- Increased safety for kids biking and walking around schools
- Education and encouragement programs which increase healthy lifestyles among students
- After school and intergenerational engagement



Photo Courtesy of: Bike Bakersfield



# TCC Goals and Criteria

## Goals:

- Encouraging a culture of active transportation and improve public health
- Reducing vehicle emissions and traffic while prioritizing people-centered learning for traffic safety

## Criteria:

- Invest in infrastructure around schools which increases biking and walking, thus reducing greenhouse gas emissions
- Combine infrastructure investments and education programs to increase bicycle and pedestrian activity



Photo Courtesy of: Bike Bakersfield

## Close

Project will combine infrastructure and education investments to increase biking and walking to school among youth.

### Top Three Area Benefits:

- Reduce greenhouse gas emissions
- Create safer streets around schools in the project area
- Teach kids bicycle and pedestrian safety, thus encouraging healthy lifestyles



Photo Courtesy of: Bike Bakersfield

# King Street Bike Boulevard

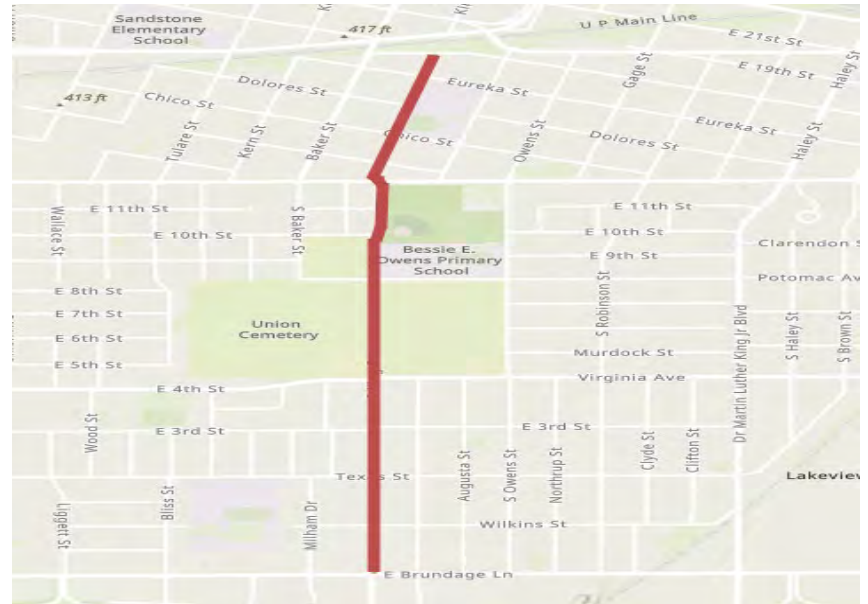
## TCC Strategy: Transit Access and Mobility Strategy

**Proposer:** City of Bakersfield

**Implementer:** City of Bakersfield - Public Works

**Project Address:** King Street  
between Brundage Lane and East  
18<sup>th</sup> Street

**Size/Quantity:** 1.5 miles



# Benefits and Impacts

**Project Description:** Bike boulevard on King Street (18<sup>th</sup> Street to Brundage Lane), with special considerations at lighted intersections at California Avenue and 4<sup>th</sup> Street.

**Benefits and Impacts:**

- Enhanced access for cyclist
- Increased road safety
- Encourage more healthy lifestyles in the community while reducing greenhouse gas emissions





# TCC Goals and Criteria

## Goals:

- Increase safety for bicyclist and other roadway users
- Increase the use of alternative forms of transportation besides driving

## Criteria:

- Supports bikeability to promote healthy lifestyle opportunities and climate change initiatives by reducing greenhouse gas emissions
- Improved quality of life by making it safer and more convenient to use alternative forms of transportation



Source: City of Bismarck. n.d. "Share the Road Resources" [Digitalimage]. <https://www.bismarcknd.gov/1368/Share-the-Road-Resources>.

## Close

The project will make it safer and more convenient to bike along King Street, increase connectivity in the community, and contribute to creating a healthier community.

### Top Three Area Benefits:

- Improve bike safety .
- Reduce greenhouse gas emissions
- Promote healthier lifestyles by making it easier to bike



Source: City of Lincoln. n.e. "F Street Bicycle Boulevards" [Digitalimage].  
<https://www.lincoln.ne.gov/City/Departments/LTU/Transportation/Traffic-Engineering/Active-Transportation/Bike-Plan/F-Street-Bicycle-Boulevard>.

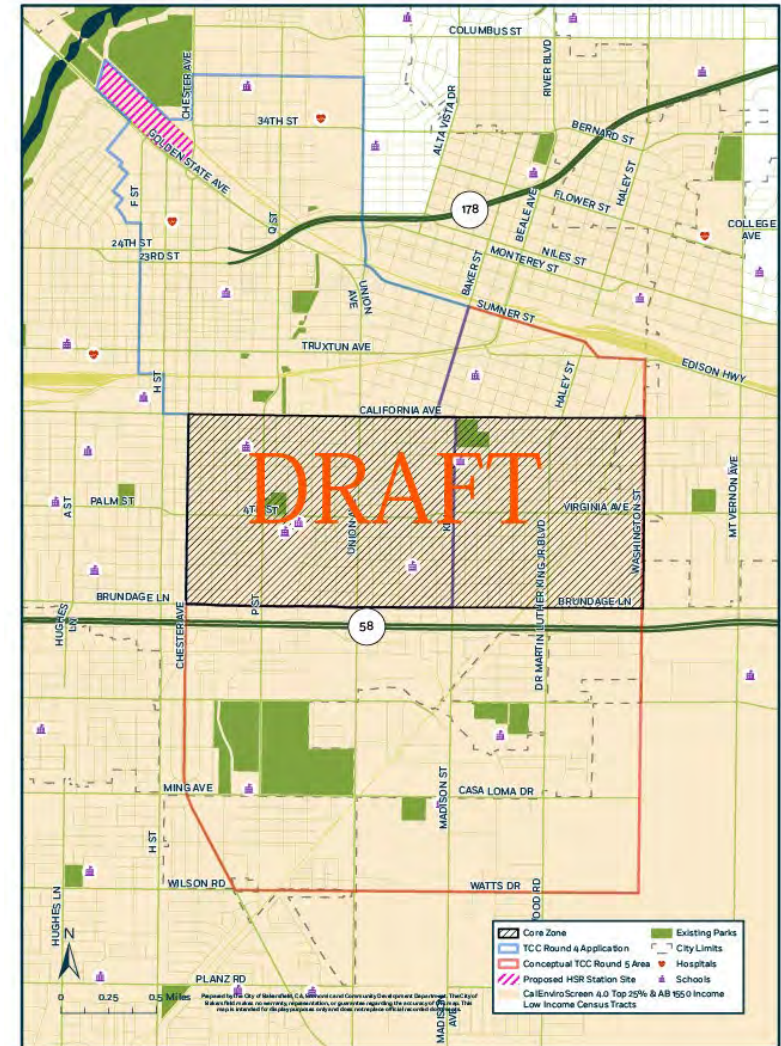
# Zero Emissions Circulator Bus

**TCC Strategy:** Transit Access and Mobility

**Proposer:** Troy Hightower

**Implementer:** Golden Empire Transit Agency

**Project Address:** Route to be determined, however will connect downtown, southeast Bakersfield, and the future High Speed Rail Station





## Benefits and Impacts

**Project Description:** Transit bus that runs in a circulator-type route to connect Southeast riders along 4<sup>th</sup> St to Downtown, transit center, Amtrak, and High-Speed Rail (HSR) station

**Benefits and Impacts:**

- Enhanced transit connectivity and ridership
- Opportunities to tie-in with other modes of transportation and create multi-modal access
- Reduce greenhouse gas emissions through the deployment of zero-emission vehicles





# TCC Goals and Criteria

## Goals:

- Increase transit ridership
- Reduce greenhouse gas emissions by deploying zero-emission vehicles
- Create multi-modal connectivity between pedestrians, bicyclists, and transit users

## Criteria:

- Creates clean transportation system and reduces greenhouse gas emissions
- Connects disadvantaged communities with employment centers and the future High Speed Rail station



## Close

Project would increase transit access, connect community activity centers, and reduce greenhouse gas emissions through the use of zero-emission vehicles (ZEV).

### Top Three Area Benefits:

- Reduce greenhouse gas emissions through the use of ZEV's
- Create opportunities for multi-modal connectivity between pedestrians, bicyclists, and transit
- Connect southeast Bakersfield with downtown and the future HSR station



# Mill Creek Linear Park Extension

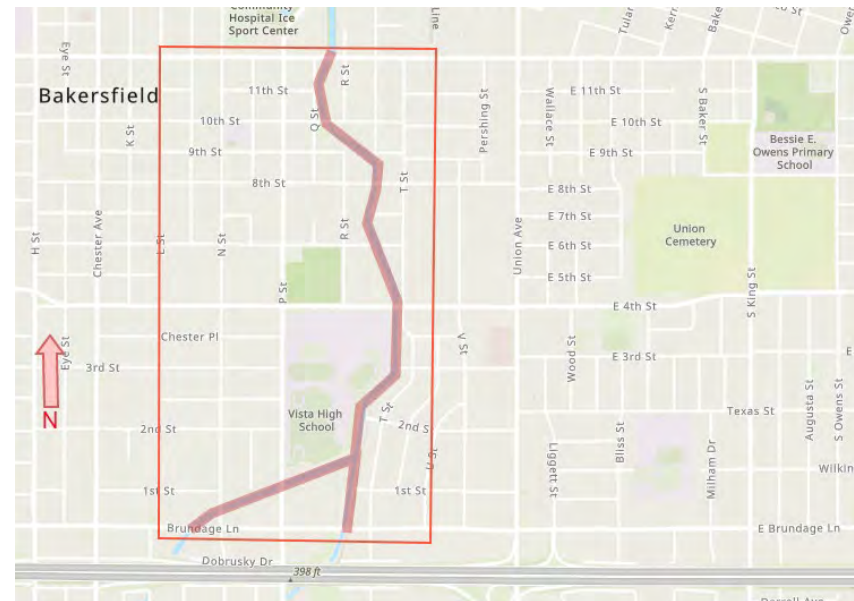
**TCC Strategy:** Transit Access and Mobility & Urban Greening and Green Infrastructure

**Proposer:** Michael Turnipseed

**Implementers:** City of Bakersfield Public Works, Rec & Parks, Kern Delta Water District, Property Management

**Location:** Mill Creek Canal between California Avenue and Brundage Lane

**Size/Quantity:** 1.5 miles





# Benefits and Impacts

**Project Description:** Expand existing multi-use trail along Mill Creek Canal and add urban greening from California Ave to Brundage Ln.

## Benefits and Impacts:

- Urban greening along the Kern Delta Canal
- Placemaking initiative converting an existing canal into a thriving green space
- Increased opportunities to bike and walk in the community



# TCC Goals and Criteria

## Goals:

- Expand biking and walking opportunities and urban greening in a disadvantaged community
- Placemaking initiative bringing transformative change to the community.

## Criteria:

- Additional urban greening in the project area, including trees and landscaping
- Increased access to biking and walking through the development of new multi-use paths





## Conclusion

The South Mill Creek Linear Park Extension will create a linear park through the community, providing additional trees and landscaping and increasing opportunities to bike and walk

### Top Three Area Benefits:

- Increased trees and landscaping
- Increased active transportation use within the community
- Placemaking initiative which converts an existing canal into a linear park







# Benefits and Impacts

**Project Description:** CAPK to partner with Kern Community College District's 21<sup>st</sup> Century Energy Center and Grid Alternatives to provide a range of energy efficiency & weatherization services and workforce training resulting in improved energy utilization for homes

## Benefits and Impacts:

- CAPK: Weatherization Services for households that narrowly miss eligibility through LIHEAP and DOE
  - Weatherized households can reduce their energy consumption by about 20%, resulting in a savings of about US\$2,400 per year
- Grid Alternatives: Solar photovoltaic retrofit 60 home
  - 300 kW of installed solar
  - 5kW per system
  - 3,939 tons Greenhouse Gas Reduction
  - Leadership Council: Community canvassing, outreach, and education
- KCCD Workforce Training Program
  - 300 individuals trained and certified in solar installations





# TCC Goals and Criteria

## Goals:

- Providing a range of energy efficiency services and workforce training resulting in improved energy utilization, reduced electrical utility costs for families, and workforce training related to solar installation and electrical trades.
- Create a comprehensive energy efficiency package that includes weatherization and solar photovoltaic systems for homes of qualifying families in the identified Bakersfield TCC Area
- Reduce greenhouse gas emissions

## Criteria:

- Support energy efficiency improvements for home-owners in the focus area
- Expand economic opportunity through workforce training

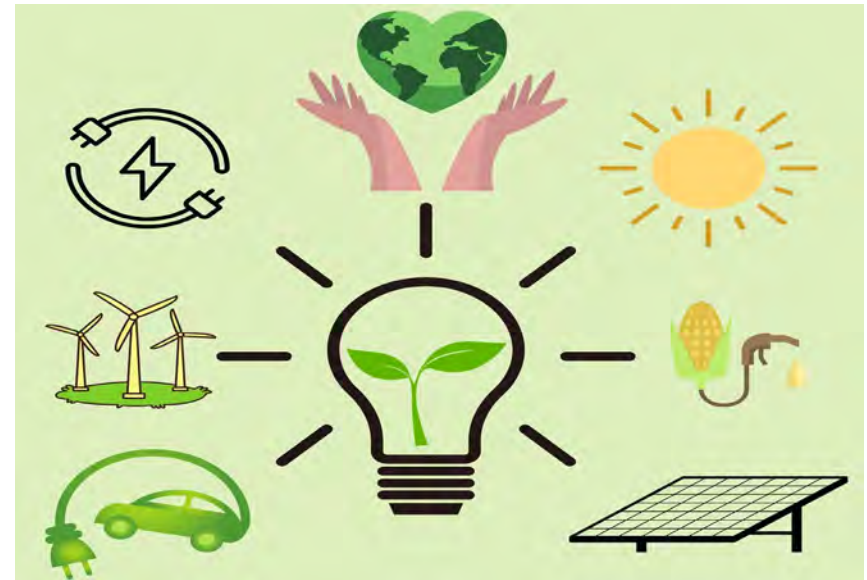


## Close

Project will produce clean, renewable energy, provide costs savings for homeowners in the area, and create economic opportunity for college students.

### Top Three Area Benefits:

- Financial benefits for qualified homeowners, including:
  - Every \$1 spent on Home Weatherization returns \$1.72 in Energy Benefits
  - \$2,543,700 cost savings for families served over 25 years
  - \$43,295 cost savings for each family over 25 years.
- Clean Energy Production: 16,828,260 total kW production over 25 years
- Economic Opportunity: Over 210 students will receive permanent job placement.



## SOLAR SAVES MONEY!



### ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1234567890-1  
Statement Date: 09/07/2019  
Due Date: 09/28/2019

#### Service For:

TEDDY BEAR WALTERS  
12345 ENERGY CT

#### Your Account Summary

Amount Due on Previous Statement	\$91.57
Payment(s) Received Since Last Statement	-91.57
Credit(s) from Solar Production	\$86.00
Current PG&E Electric Delivery Charges	\$91.14
Current Charge after Solar Production	\$5.14

#### Questions about your bill?

Monday-Friday 7 a.m.-9 p.m.  
Saturday 8 a.m.-6 p.m.  
Phone: 1-800-743-5000  
[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

#### Ways To Pay

[www.pge.com/waystopay](http://www.pge.com/waystopay)

**Total Amount Due by 08/28/2019 \$5.14**

# MLKcommUNITY – Community Garden Collaborative

**TCC Strategy:** Health Equity and Well-being

**Proposer/Implementer:**  
MLKcommUNITY Initiative

**Project Address:** To be determined

**Size/Quantity:** To be determined





# Benefits and Impacts

**Project Description:** Community gardens to grow local food and provide food science and agricultural education in the TCC Focus Area

## Benefits and Impacts:

- Reduce Waste
- Fresh Food
- Save Money
- Restore Oxygen
- Education for Youth
- Reduce Stress
- Connect with Community
- Increase Physical Activity
- It brings the community together
- It address waste
- It increase green space



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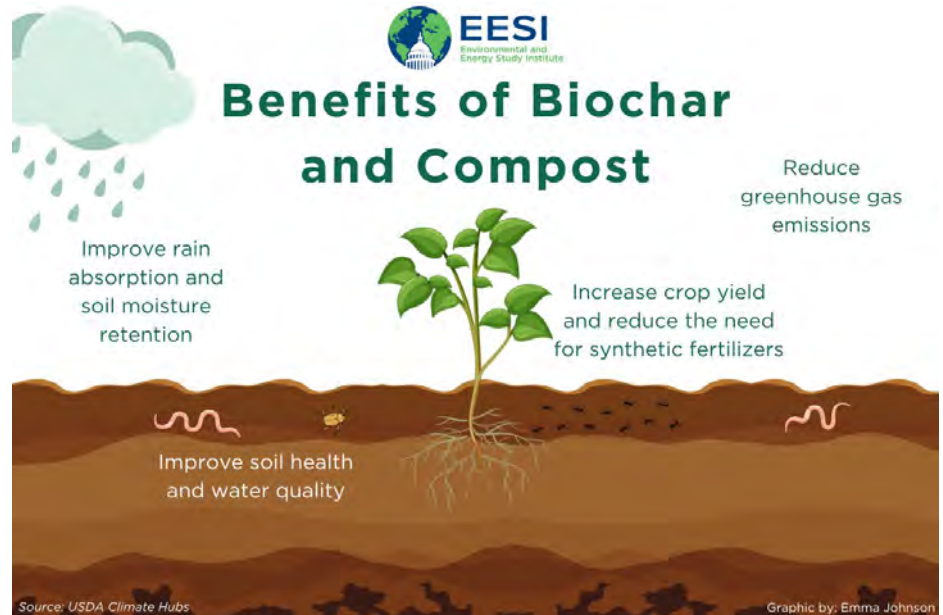
# TCC Goals and Criteria

## Goals:

- Racial equity by the project being lead by African American Staff members
- Minimizes green gas omission by maximizing greenhouse gas reduction goals and use of compost

## Criteria:

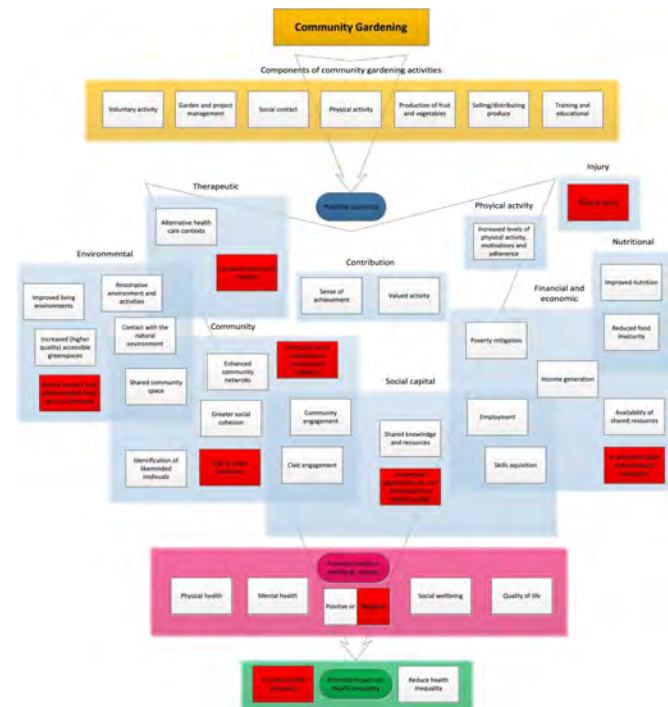
- Invest in burdened communities by supporting the lowest economic area.
- Fulfills TCC goal of supporting integrated strategies and projects by providing direct benefits to neighborhood residents.



# Close

MLKcommUNITY Community Garden Collaborative will accomplish the following:

- Improve health or wellbeing
- Improve nutritional status
- Mitigate the effects of food insecurity and poverty
- Increase physical activity levels
- Reduce stress and promote better mental health
- Promote a sense of value and achievement
- Restorative Environment
- Increase higher quality green spaces
- Employment - workforce



## Top Three Area Benefits:

- Community investments, including youth employment, leadership development, and entrepreneurship ecosystem support
- Community support, including the creation of a cultural accessible space and broad community engagement/partnerships
- Community enhancement, including support/ buy/ grow local, and creating beautiful greenspaces to convene



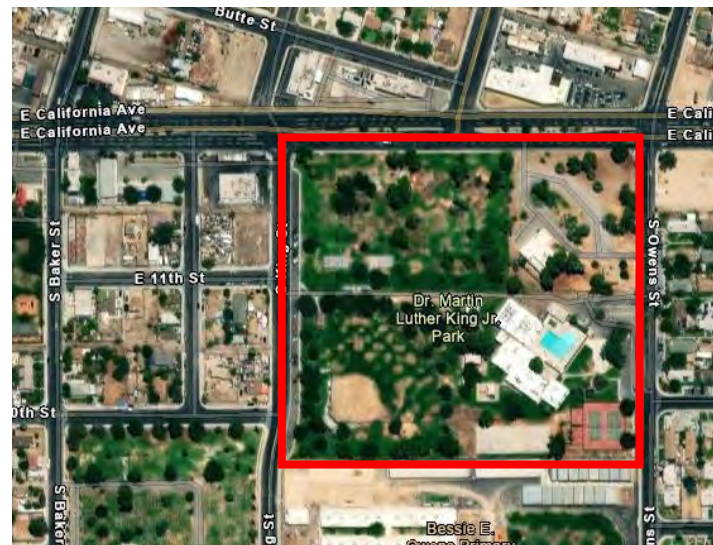
# MLK Jr. Park Re-imaging Project

**TCC Strategy:** Urban Greening and Green Infrastructure

**Proposer/Implementer:** City of Bakersfield Parks and Recreation Department

**Project Address:** 1000 South Owens Street

**Size/Quantity:** 16.1 acres



## Benefits and Impacts

**Project Description:** Upgrades to MLK Jr. Park, improvements include open space, recreation fields, nature center, community garden, new facilities/equipment, shaded routes from neighborhood, new bus terminal etc.

**Benefits and Impacts:**

- Provide more and a greater variety of indoor and outdoor activities for diverse participants.
- Create a health and wellness hub, including healthy lifestyle programming, meal programs, youth empowerment and mentorship, skills development, and senior services
- Enhanced pedestrian activities improving the overall circulation.
- Passive open turf provides a variety of recreation opportunities for park users.





# TCC Goals and Criteria

## Goals:

- Improve recreation amenities, facilities, and greenspace.
- Protect trees and green space.
- Create safe and vibrant social spaces.
- Activate the park with programs, sports, and events.
- Balance indoor and outdoor recreation options

## Criteria:

- Create an enhanced green space in a disadvantaged community to promote healthier lifestyles
- Reduce greenhouse gas emissions through the installation of new trees



## Close

The purpose of the re-imaging project is part of Dr. Martin Luther King, Jr. Master Plan (MLK Park Master Plan) is to address the challenges to support the community's health and wellness while creating inviting opportunities to gather and revitalize public space.

### Top Three Area Benefits:

- Increased recreational opportunities to promote health and well-being
- Placemaking initiative to get a community hub in a disadvantaged community
- Reduce greenhouse gas emissions through the addition of new urban greening





# 4<sup>th</sup> Street Active Transportation Corridor

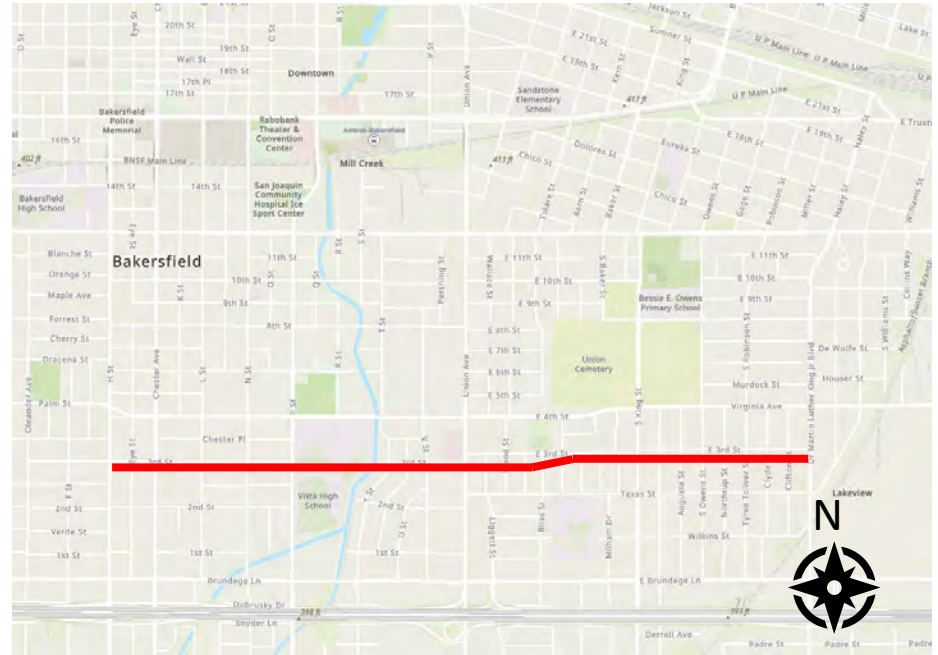
**TCC Strategy:** Transit Access and Mobility & Urban Greening and Green Infrastructure

**Proposer:** Troy Hightower

**Implementer:** City of Bakersfield Public Works Department

**Project Address:** 4<sup>th</sup> Street (and Virginia Street) from Chester Avenue to Dr. Martin Luther King Boulevard

**Size/Quantity:** 1.9 mile



## Benefits and Impacts

**Project Description:** Improve neighborhood connections to downtown, increase urban greening, and make it safer to walk, bike, or use transit buses from H Street to MLK Jr. Blvd.

**Benefits and Impacts:**

- Enables the use of multimodal transportation options, such as walking, biking, and transit options.
- Reducing vehicular traffic and increases urban greening, thus reducing greenhouse gas emissions
- Creates safer streets for all roadway users.



Source: Flickr

# TCC Goals and Criteria

## Goals:

- Increase safety for bicyclists, pedestrians, and transit users
- Increase the use of alternative forms of transportation besides driving
- Add trees and urban greening along the corridor

## Criteria:

- Supports walkability and bikeability to promote healthy lifestyle opportunities and climate change initiatives
- Improved quality of life by making it safer and more convenient to use alternative forms of transportation



Source: City of Long Beach. n.d. "Continental Crosswalks" [Digital image]. <http://www.longbeach.gov/goactive/b/mobility-toolkit/walkability-treatments/continental-crosswalks/>

## Close

The project will make significant improvements to a prime transportation corridor in southeast Bakersfield

### Top Three Area Benefits:

- Reduce greenhouse gas emissions by promoting clean forms of transportation
- Improve public health by making it more convenient to use alternative forms of transportation
- Increase community safety by making it safer to bike, walk, and use transit





# California Avenue Complete Streets

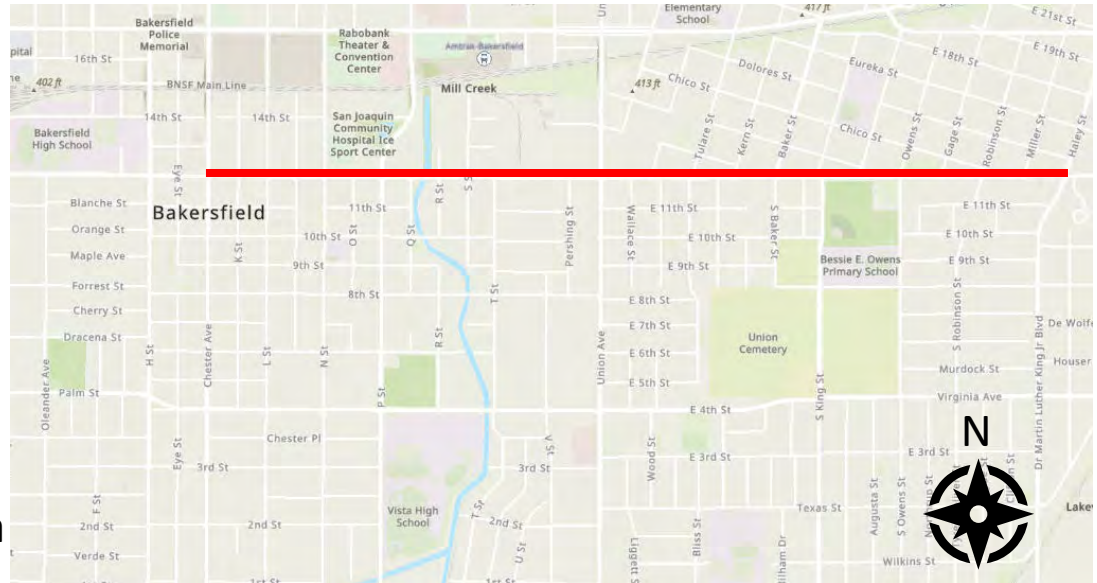
**TCC Strategy:** Transit Access  
and Mobility & Urban  
Greening and Green  
Infrastructure

**Applicant:** Michael  
Turnipseed

**Implementer:** City of  
Bakersfield Public Works  
Department

**Project Location:** California  
Avenue between Chester  
Avenue and Dr. Martin Luther  
King Boulevard

Size/Quantity: 2.0 Miles



## Benefits and Impacts

**Project Description:** Proposed improvements include sidewalks, bike lanes, trees, curb extensions; curb cuts and ramps at all signalized intersections; High-visibility yellow crosswalks around schools; road surface markings; and pedestrian flashing beacons

**Benefits and Impacts:**

- Enhanced multi-modal access
- Increase landscaping and urban greening
- Increase road safety for all roadway users



Source: Flickr

Copyright Queen's Printer for Ontario, photo source: Ontario Growth Secretariat, Ministry of Municipal Affairs



# TCC Goals and Criteria

## Goals:

- Increase safety for bicyclists, pedestrians, and transit users
- Increase the use of alternative forms of transportation besides driving
- Add trees and urban greening along the corridor

## Criteria:

- Supports walkability and bikeability to promote healthy lifestyle opportunities and climate change initiatives
- Improved quality of life by making it safer and more convenient to use alternative forms of transportation



Source: City of Burlington. n.d. "Protected Bicycle Lanes" [Digital image]. <https://www.burlingtonvt.gov/DPW/ProtectedBicycleLanes>.

## Close

Project would redevelop California Avenue and make it easier to use healthier, alternative forms of transportation and reduce greenhouse gas emissions.

### Top Three Area Benefits:

- Reduce greenhouse gas emissions by promoting clean forms of transportation
- Improve public health by making it more convenient to use alternative forms of transportation
- Increase community safety by making it safer to bike, walk, and use transit



# Brundage Lane – Complete Streets

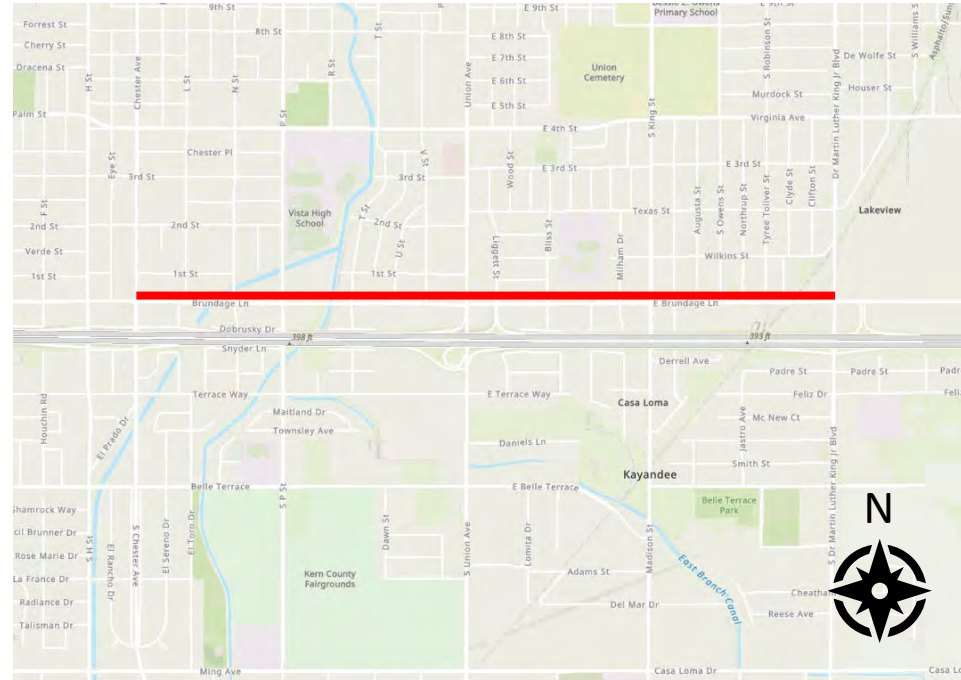
**TCC Strategy:** Transit Access and Mobility & Urban Greening and Green Infrastructure

**Proposer:** City of Bakersfield

**Implementer:** City of Bakersfield  
- Public Works Department

**Project Address:** Brundage Lane  
between Chester Avenue and  
Dr. Martin Luther King Boulevard

**Size/Quantity:** 2.0 mile



## Benefits and Impacts

**Project Description:** Design and build complete streets allowing for bike, pedestrian and transit circulation and increase safety features, and urban greening along Brundage Lane between Chester Avenue and Dr. Martin Luther King Boulevard.

**Benefits and Impacts:**

- Enhanced multi-modal access
- Increase landscaping and urban greening
- Increase road safety for all roadway users



Source: Flickr



# TCC Goals and Criteria

## Goals:

- Increase safety for bicyclists, pedestrians, and transit users
- Increase the use of alternative forms of transportation besides driving
- Add trees and urban greening along the corridor

## Criteria:

- Supports walkability and bikeability to promote healthy lifestyle opportunities and climate change initiatives
- Improved quality of life by making it safer and more convenient to use alternative forms of transportation



## Close

Project would redevelop Brundage Lane and make it easier to use healthier, alternative forms of transportation and reduce greenhouse gas emissions.

### Top Three Area Benefits:

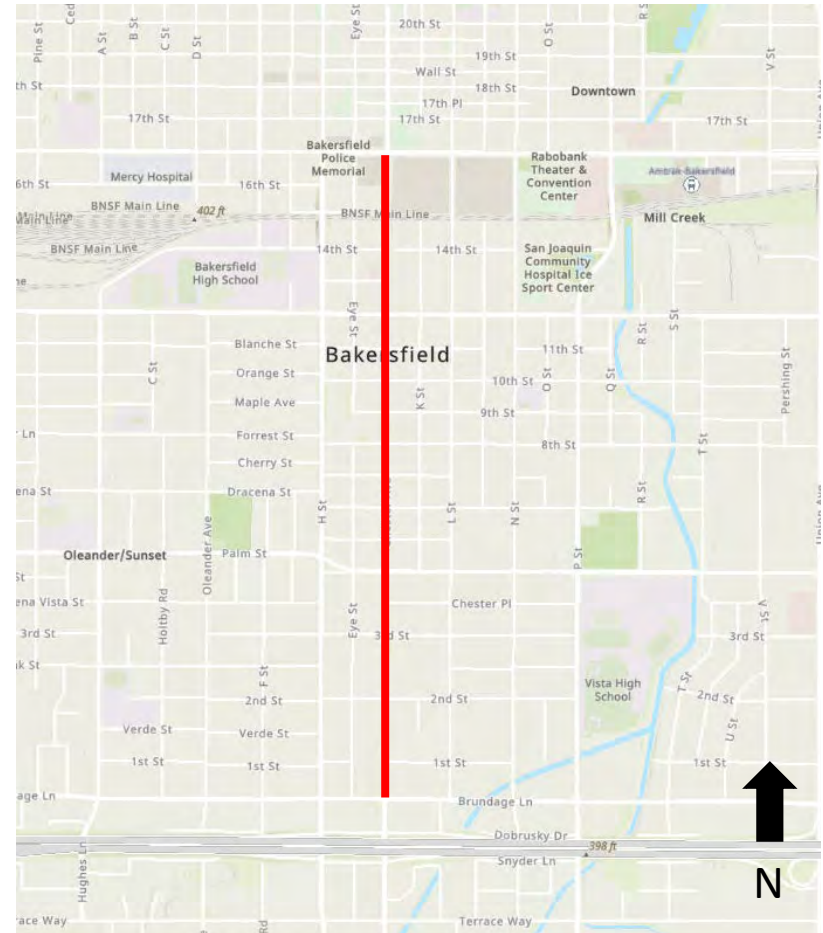
- Reduce greenhouse gas emissions by promoting clean forms of transportation
- Improve public health by making it more convenient to use alternative forms of transportation
- Increase community safety by making it safer to bike, walk, and use transit



Source: City of Burlington. n.d. "Protected Bicycle Lanes" [Digital image]. <https://www.burlingtonvt.gov/DPW/ProtectedBicycleLanes>.

# Chester Avenue Pedestrian & Bike Improvements

- **TCC Strategy:** Transit Access and Mobility & Urban Greening and Green Infrastructure
- **Proposer/Implementer:** City of Bakersfield
- **Project Address:** Chester Avenue from Truxtun Ave to Brundage Ln
- **Size/Quantity:** 1.35 miles



# Benefits and Impacts

**Project Description:** Roadway improvements to increase bike and pedestrian safety and comfort for pedestrians to walk along streets, and urban greening on Chester Avenue between Truxtun Avenue and Brundage Lane.

**Benefits and Impacts:**

- Enhanced multi-modal access
- Increase landscaping and urban greening
- Increase road safety for all roadway users



Source: Flickr

Copyright Queen's Printer for Ontario, photo source: Ontario Growth Secretariat, Ministry of Municipal Affairs



# TCC Goals and Criteria

## Goals:

- Increase safety for bicyclists, pedestrians, and transit users
- Increase the use of alternative forms of transportation besides driving
- Add trees and urban greening along the corridor

## Criteria:

- Supports walkability and bikeability to promote healthy lifestyle opportunities and climate change initiatives
- Improved quality of life by making it safer and more convenient to use alternative forms of transportation



Source: City of Burlington. n.d. "Protected Bicycle Lanes" [Digital image].  
<https://www.burlingtonvt.gov/DPW/ProtectedBicycleLanes>.

## Close

Project would redevelop Chester Avenue and make it easier to use healthier, alternative forms of transportation and reduce greenhouse gas emissions.

### Top Three Area Benefits:

- Reduce greenhouse gas emissions by promoting clean forms of transportation
- Improve public health by making it more convenient to use alternative forms of transportation
- Increase community safety by making it safer to bike, walk, and use transit



Source: City of Long Beach. n.d. "Continental Crosswalks" [Digital image]. <http://www.longbeach.gov/goactive/b/mobility-toolkit/walkability-treatments/continental-crosswalks/>.

## Salt & Pepper Farm Food Co-op

- **TCC Strategy:** Health and Well-Being
- **Applicant:** Arleana Waller
- **Implementer:** ShePOWER
- **Project Location:** *To be determined*
- **Size/Quantity:** *To be determined*





## Benefits and Impacts

**Project Description:** To create a locally-owned and operated farm, commissary kitchen, and grocery market to create job opportunities, training, and livable wages; youth agriculture mentoring program; adult and teen ag programs, lifestyle programs –food prep, proper nutrition, cooking demo & healthy recipes.



- To make it easier and cheaper to buy good food.
- To make it possible to buy healthy and sustainable foods, such as fresh fruit and vegetables, local and organic produce, bulk wholefoods or sustainably sourced exotic ingredients in the southeast area.
- Nearby shops have a limited choice of food that may be expensive or poor quality.
- To get to a decent shop you have to get a bus, taxi, or drive, which makes shopping more expensive.
- You want to buy unusual foods that supermarkets or other shops do not stock.
- You would prefer to buy food direct from farmers or ethical suppliers, rather than support large supermarkets.
- Food co-ops can also have lots of other benefits for the community, such as providing healthy food at an affordable price, opportunities for volunteers, and a sociable place to shop and meet local people.

## BENEFITS

### Health benefits

- Increases access to affordable fruit and vegetables and other healthy foods.
- Helps to raise awareness of the benefits of eating a healthy diet.
- Improves well-being in volunteers who often gain increased self esteem, confidence and a sense of purpose.

### Environmental benefits

- Increases supply of local and organic produce.
- Easier for people to shop by foot or by bike by providing outlets in residential areas.
- Provides food that often has less packaging, and generates less waste.

### Social benefits

- Engages local people in their community, which may then lead on to other activities.
- Acts as a focal point for local people to meet up and make new friends.
- Helps to revitalize community facilities.
- Provides a more sociable place to shop.

### Economic benefits

- Helps to support local producers and more ethical suppliers by providing an outlet for their goods.
- Keeps money circulating in the local economy.
- Offers volunteers new skills and work experience.
- Inspire youth entrepreneurial with their own shops.

# TCC Goals and Criteria

## Goals:

- Efficient refrigeration by utilize carbon dioxide as a refrigerant.
- Increases food access in the southeast community

## Criteria:

- Generates renewable energy by slowing climate change by using rooftop solar installations and potentially using REC credits to benefit the community.
- Addresses food waste by lowering the loss in agriculture, energy and labor lost by utilizing food directly to the community with less cost and time to transmit. It also reduce rotten food, which releases methane, which is a highly potent greenhouse gas.
- Furthers diversity and sustainability by measuring refrigerant gas leaks, energy use, food waste, diversity, wages and benefits and more as a member of a National Co-Op group which measures the above.





## Close

### THE BROADER IMPACT

- Create an Incubator of worker- and community-owned cooperatives that quickly address food waste.
- Reimagine OF both cooperative ownership and localist food systems.
- Raise Consciousness about the connections among poor systems and racial and class disparities as well as the need to sustainability, solidarity, and democratic ownership .

### THE TOP BENEFITS

- Create a more equitable food system and a more just economy. Addressing Food Justice
- Address the health, economic, and environmental consequences the industrial food system have sparked in food activism and find solutions.
- Addressing food waste and shortage in the area.



# Bikeshare

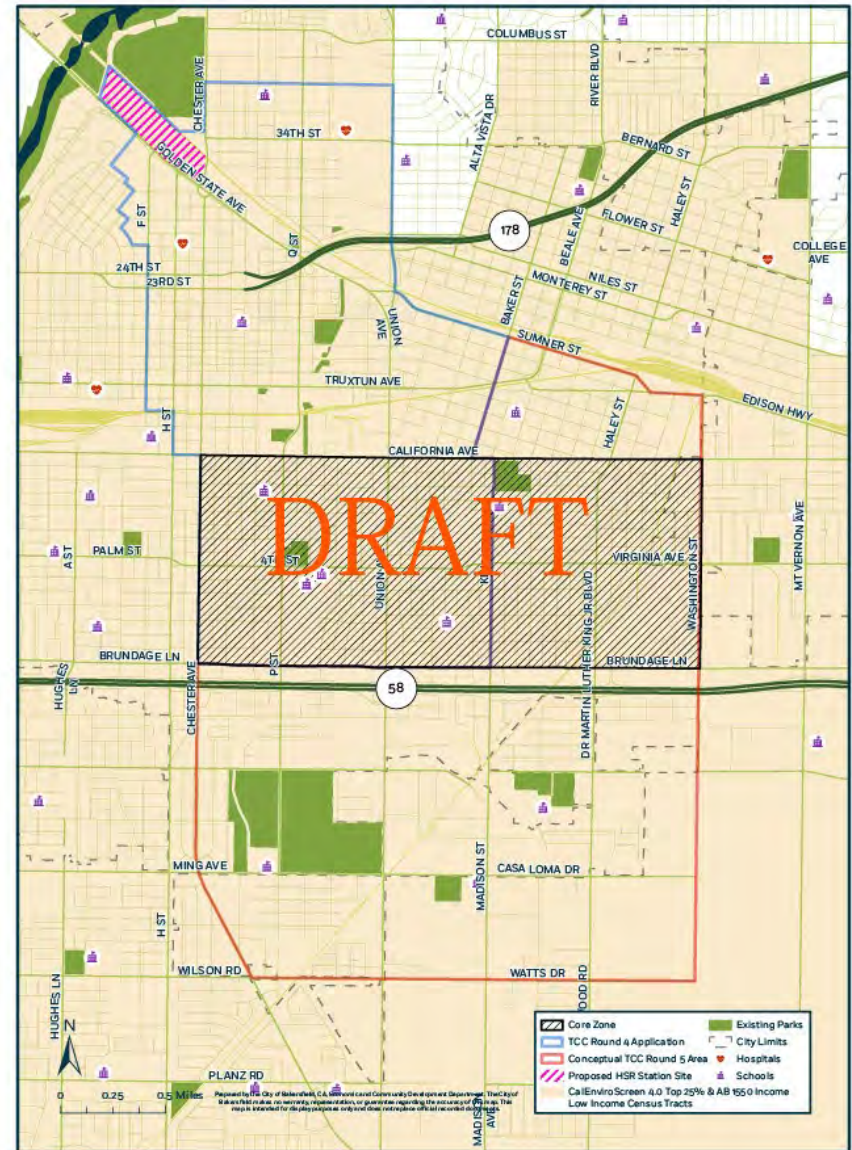
**TCC Strategy:** Transit Access and Mobility

**Proposer:** Alex Rockey

**Implementer:** To be determined, options Include: City of Bakersfield, Golden Empire Transit District, or a local nonprofit

**Location/Address:** To be determined

**Size/Quantity:** To be determined





## Benefits and Impacts

**Project Description:** A bike share program that allows individuals to publicly use bicycles at a free or low-cost affordable option.

### Benefits and Impacts:

- Make healthy, active transportation affordable to residents in the community
- Reduce greenhouse gas emissions and mitigate climate change by increasing clean transportation use
- Improve the quality of life for residents in the area by making biking more accessible



Source: Flickr

# TCC Goals and Criteria

## Goals:

- Increase active transportation use and accessibility
- Reduce greenhouse gas emissions by reducing automobile trips and encouraging biking
- Increase opportunities to use healthy forms of active transportation

## Criteria:

- Increases access to active transportation
- Contributes to a healthier community by reducing greenhouse gas emissions and increasing active transportation access



Source: City of Burlington. n.d. "Protected Bicycle Lanes" [Digital image].  
<https://www.burlingtonvt.gov/DPW/ProtectedBicycleLanes>.

## Close

Bikeshare will increase access to healthy, active transportation and reduce greenhouse gas emissions by making biking for transportation more accessible.

### Top Three Area Benefits:

- Increase active transportation use
- Reduce greenhouse gas emissions
- Making biking more accessible to residents in the community



Source: Flickr



# Rebuilding Neighborhoods Revitalization Project

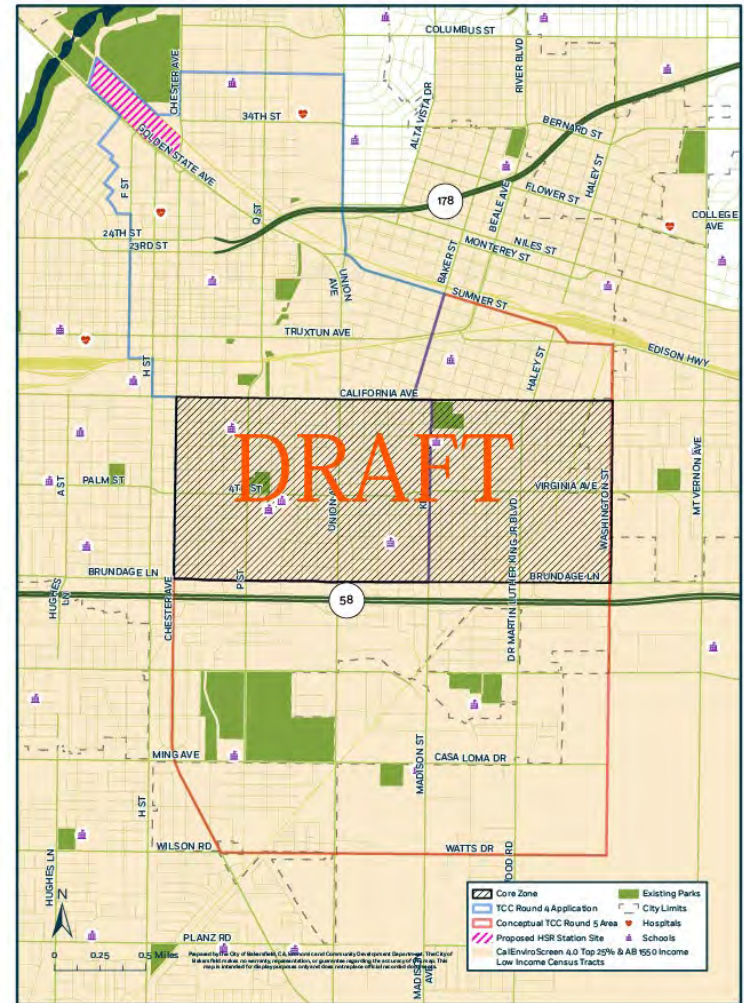
**TCC Strategy:** Equitable Housing and Neighborhood Development.

**Proposer:** Ron White Executive Director - Habitat for Humanity.

**Implementer:** Habitat for Humanity Golden Empire Inc.

**Address:** Vacant lots to be identified within Southeast Bakersfield.

**Size/Quantity:** Three (3) Fourplex Units encompassing 12 Individual Units supporting multiple families within the TCC project area.



# Benefits and Impacts

**Project Description:** New homes meeting the latest sustainability requirements and critical home repair, clean up and provides a fundamental pathway to home ownership and create generational wealth/equity within the community

## Benefits and Impacts:

- Address the unprecedented lack of affordable and energy-efficient housing in Bakersfield by build new homeownership units
- Provides a fundamental pathway to home ownership.
- Long-term economic benefit of affordable housing is the chance to decrease childhood poverty.
- Providing children with a better and more equitable path forward is a long-term way of building economic growth and healthier societies.
- Creates Generational Wealth/Equity while driving positive family outcomes.
- Revitalizes & utilizes existing unused Infill housing/land inventory.



Homeownership lowest since 1940



1 in 5 households spend above 50% income on housing

Food  
Healthcare  
Necessities-  
transportation,  
clothing, medicine



Housing Wage

\$32.68/hour



*We believe that no one lives in dignity until everyone can live in dignity.*



\$185,606

43

International Families Served

*By supporting HFHGE, you are also serving our global community through our partnership with Habitat for Humanity International.*

# TCC Goals and Criteria

## Goals:

- Provides long-term affordable low-income housing for traditionally underserved communities of need.
- Creates opportunity for upward mobility and generational equity while providing a pathway to homeownership.
- The Project launches a series of concentrated new construction builds in neighborhoods of need while meeting all CA Title 24 solar and energy conservation requirements including E.V.C Stations thus reducing our carbon footprint and greenhouse gas emissions.

## Criteria:

- Revitalizes and rejuvenates underserved and economically distressed neighborhoods while reducing blight and creating a sense of community pride.
- Increase affordable housing within the project area



## Measurable Outcomes:

*Owning a home embodies the promise of individual autonomy and is the aspiration of most American households. Homeownership allows households to accumulate equity and social status and is the basis for several positive social, economic, family and civic outcomes.*



## Close

Habitat for Humanity's Rebuilding Neighborhoods - Revitalization Project provides a pathway to while creating opportunity for generational wealth.

### Top Three Area Benefits:

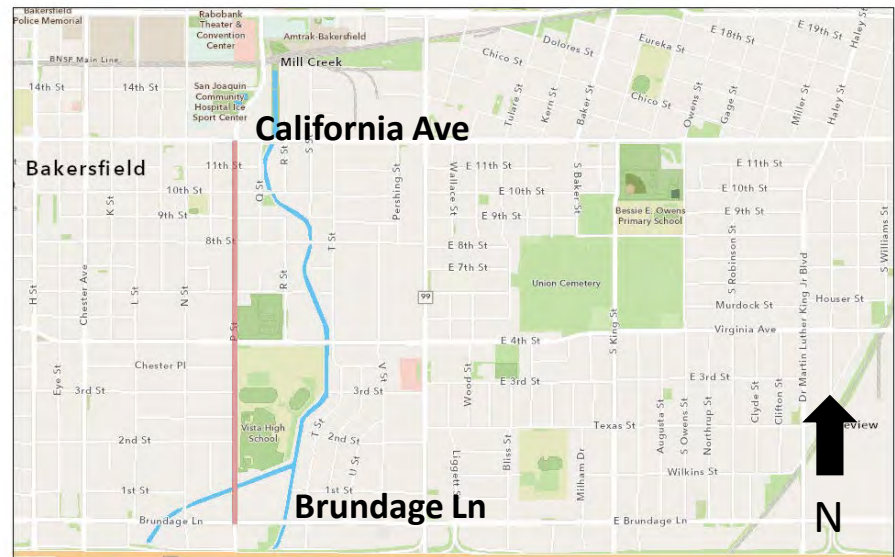
- Increased consumer spending power often resulting in the ability to provide better healthcare and nutritious food for family members.
- Affordable housing attracts a wide, diverse range of residents and is often built of quality that matches or sometimes exceeds that of market-rate housing.
- Create homeownership opportunities for low-income households and convert vacant lots to affordable housing





# P Street Complete Streets

- **TCC Strategy:** Transit Access and Mobility & Urban Greening and Green Infrastructure
- **Proposer:** City of Bakersfield
- **Implementer:** City of Bakersfield - Public Works
- **Project Address:** P Street from California Avenue to Brundage Lane
- **Size/Quantity:** 1.00 mile



# Benefits and Impacts

**Project Description:** Proposed improvements consist of traffic striping, pavement markings, crosswalks, Class II bike lanes, road signage/wayfinding, street lighting, bus stops, sidewalks, ramps, curb extensions, bike racks/parking, as well as landscaping and irrigation

**Benefits and Impacts:**

- Enhanced multi-modal access
- Increase landscaping and urban greening
- Increase road safety for all roadway users



Source: Flickr

# TCC Goals and Criteria

## Goals:

- Increase safety for bicyclists, pedestrians, and transit users
- Increase the use of alternative forms of transportation besides driving
- Add trees and urban greening along the corridor

## Criteria:

- Supports walkability and bikeability to promote healthy lifestyle opportunities and climate change initiatives
- Improved quality of life by making it safer and more convenient to use alternative forms of transportation



Source: Flickr

Copyright Queen's Printer for Ontario, photo source: Ontario Growth Secretariat, Ministry of Municipal Affairs

## Close

Project would redevelop P Street and make it easier to use healthier, alternative forms of transportation and reduce greenhouse gas emissions.

### Top Three Area Benefits:

- Reduce greenhouse gas emissions by promoting clean forms of transportation
- Improve public health by making it more convenient to use alternative forms of transportation
- Increase community safety by making it safer to bike, walk, and use transit





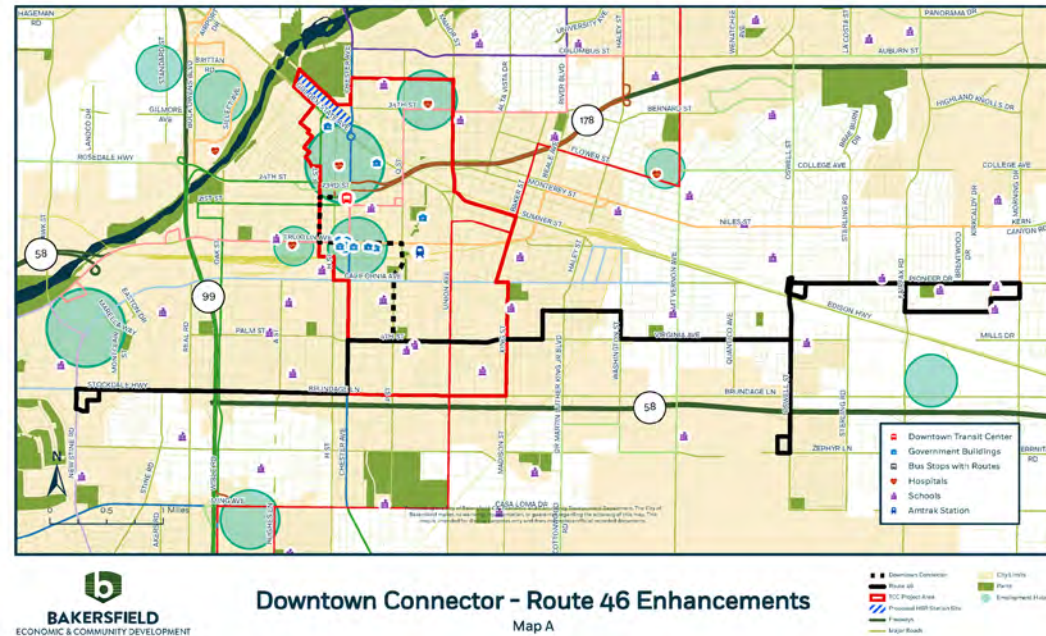


# Benefits and Impacts

**Project Description:** Transit bus that runs as a connection between southeast Bakersfield and the Downtown Area

## Benefits and Impacts:

- Improved headways
- Improved bus shelters
- Increased ridership
- Increased access to existing network
- Multi-modal connectivity



## TCC Goals and Criteria

- Expanding transit access in a disadvantaged community
- Reduces greenhouse gas emissions by enhancing active transportation and public transportation, including the use of zero emission vehicles
- Provides a direct connection between Southeast Bakersfield, downtown Bakersfield, and the future High Speed Rail Station.





## Close

The Route 46 expansion would modify an existing route to provide a direct connection into Downtown Bakersfield from Southeast Bakersfield

### Top Three Area Benefits:

- Connects to multiple key destinations
- Increases mobility options in focus area
- Provide southeast residents with direct access via a transit route into downtown



## 4th Street Bike Kitchen/Education Programs

- **TCC Strategy:** Transit Access and Mobility & Urban Greening and Green Infrastructure
- **Proposer/Implementer:** Bike Bakersfield
- **Location:** To be determined
- **Size/Quantity:** To be determined



## Benefits and Impacts

**Project Description:** Publicly accessible tools and trained staff to do minor repairs. Bike Bakersfield will manage maintenance, educational programs, rentals and an earn-a-bike program.

**Benefits and Impacts:**

- Electric Adaptive and Cargo Bikeshare Program
- Bike Kitchen with Earn-A-Bike with trained mechanics
- Monthly workshops, educational events, activities
- After school and intergenerational engagement





# TCC Goals and Criteria

## Goals:

- Encouraging a culture of active transportation
- Reducing vehicle emissions and traffic
- Prioritizing people-centered learning for traffic safety
- Improve public health and environmental benefits by...
- More cyclists means less traffic
- Better walking and biking opportunities
- Electric bikeshare will save residents money on gas, car insurance, maintenance
- Trained mechanics and instructors for the local bike shop industry

## Criteria:

- Enhance active transportation use and reduce greenhouse gas emissions
- Contribute to creating a more healthy, livable community



## Close

This project will prepare residents in the project area for long-term climate adaptation by building a culture of active transportation.

### Top Three Area Benefits:

- Reduce greenhouse gas emissions by supporting the use of active transportation
- Create safer streets by producing educational resources on bike safety to the community
- Support economic opportunities by making a clean, affordable form of transportation more accessible



## Electric Vehicle Car Share

**TCC Strategy:** Transit Access and Mobility

**Proposer:** Green Commuter

**Implementer:** Green Commuter

**Project Address:** To be determined

**Size/Quantity:** To be determined



## Benefits and Impacts

**Project Description:** Access to shared Electric vehicle car share and related infrastructure for trips that are not well served by mass-transit

**Benefits and Impacts:**

- Reduce greenhouse gas emissions through the use of zero emission vehicles
- Save program participants money on annual transportation cost
- Convenient and affordable transportation access for residents





# TCC Goals and Criteria

## Goals:

- Reduce greenhouse gas emissions by deploying zero-emission vehicles
- Provide affordable transportation access to residents in the project area



## Criteria:

- Creates clean transportation system and reduces greenhouse gas emissions
- Reduces transportation cost for program users



## Close

Project would reduce greenhouse gas emissions through the use of zero-emission vehicles (ZEV) and save residents on transportation cost.

### Top Three Area Benefits:

- Reduce greenhouse gas emissions through the use of ZEV's
- Convenient and accessible transportation for residents in the area
- Provides a cost effective, affordable form of transportation for residents in the area



# Southeast Bakersfield Mobility Project

**TCC Strategy:** Transit and Rail Access, and Active Transportation

**Proposer:** Troy Hightower, TDH International, Golden Empire Transit (GET)

**Implementer:** Golden Empire Transit (GET), City of Bakersfield Public Works, County of Kern Public Works

**Address:** MLK to Downtown Bakersfield and future High Speed Rail Station

**Size/Quantity:** Approx. 6.5 miles



## Benefits and Impacts

A new bus route to connect the Martin Luther King community to Downtown and includes the option for a multi-modal hub and pedestrian, bicycle, and urban greening improvements to compliment the bus route.

### Benefits and Impacts:

- Improved headways
- Improved bus shelters
- Increased ridership
- Increased access to existing network
- Multi-modal connectivity





# TCC Goals and Criteria

## Goals:

- Reduces greenhouse gas emissions by enhancing active transportation and public transportation, including the use of zero emission vehicles
- Provides connection between a historically disadvantaged community, downtown Bakersfield, and the future High Speed Rail Station.

## Criteria:

- Expanding transit access in a disadvantaged community using ZEV's
- Enhance multi-modal connectivity and accessibility



## Close

Project would enhance multi-modal activity and directly connect Southeast Bakersfield to Downtown Bakersfield and the future High Speed Rail Station.

### Top Three Area Benefits:

- Connects to multiple key destinations
- Increases mobility options in focus area
- Improves access to existing transit network and jobs, education, healthcare, and shopping



# Juarez Urban Forest

**TCC Strategy:** Urban Greening and Green Infrastructure

**Applicant:** Octavio Borajas

**Implementer:** City Public Works and Parks & Recreation Department

**Project Address:** *To be determined*

**Size/Quantity:** *To be determined*





## Benefits and Impacts

### **Project Description:**

Convert an existing, vacant property into a thriving greenspace, full of trees, exercise equipment, walking paths, and benches.

### **Benefits and Impacts:**

- Increased urban greening, including trees and landscaping in the community
- Convert an empty piece of land into a thriving greenspace



## TCC Goals and Criteria

### Goals:

- Increase urban greeningg in a disadvantaged communities
- Revitalize a vacant parcel of land into a thriving green space
- Enhance recreation and outdoor access for community residents

### Criteria:

- Add urban greening to the community
- Create a community space for local residents



## Close

Revitalize an existing vacant lot to re-think the use of vacant land in the area and add additional urban greening.

### Top Three Area Benefits:

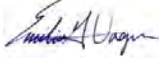
- Neighborhood-level greenspace with increase urban greening
- Increased recreation and outdoor opportunities
- Redevelop and reuse vacant land





## MEMORANDUM

**To:** Board of Directors

**From:**   
Emilio G. Wagner, Director of Operations

**Date:** March 29, 2023

**Subject:** *Agenda Item V(d)*: Amendment No. 2 to City of Bakersfield Agreement No 2021-187, CDBG-CV– **Action Item**

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### **Background:**

On May 25, 2022 the Board of Directors approved the execution of Amendment No. 1 to the Community Development Block Grant (CDBG) Cares Act Agreement in the amount of \$1.2 million with the City of Bakersfield for the expansion of the Food Bank due to inflation of construction costs. As we progressed through construction looking to maximize the storage of the expansion, we found that an additional two rows of pallets can be achieved. The limiting factor was the fire suppression system allowing for a 16' storage height. Due to water pressures being low in the area and making every attempt to request assistance from California Water Service to adjust the system to meet requirements, the pressure could not be modified. The only option was to add a booster pump to achieve a storage height of 25'-10". This provides the ability to store an additional 1,000 pallets to bring the total number of pallets to 2,634.

### **Current Events:**

The City of Bakersfield has a vested interest in the expansion of the Food Bank and a representative attends the weekly construction meetings. As these discussions were had the City representative mentioned that there may be the ability to request additional funds to cover the added expense.

The total available revenue for the project is currently \$14,903,512, and the construction and soft costs without the fire suppression system upgrade is \$14,689,361. The project is approximately 82% complete and has a contingency balance of \$261,127. The fire suppression system upgrade is expected to cost approximately \$750,000.

The timing of the request to City of Bakersfield was advantageous since the Food Bank project was underway and there was a remaining balance in the CDBG-CV funds. The City has drafted the attached amendment to add their remaining balance of \$632,190.86 to the project to assist with the fire suppression upgrade. With the addition of these funds, the total project budget increases to \$15,535,702.90 and the construction and soft costs increase to \$15,439,361.

### **Recommendation:**

Staff recommends the Board of Directors give authority to adjust the construction budget up to \$15,535,702.90 and allow the Chief Executive Officer to execute Amendment No. 2 of agreement 2021-187.

### **Attachment:**

*Amendment No. 2 of Agreement 2021-187*

## **AGREEMENT NO. 2021-187 (2)**

### **AMENDMENT NO. [2] TO AGREEMENT NO. 2021-187**

This **AMENDMENT NO. 2 TO AGREEMENT NO. 2021-187** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)**, a California non-profit, public-benefit corporation (referred to herein as "SUBRECIPIENT").

### **RECITALS**

**WHEREAS**, SUBRECIPIENT operates a Food Bank located at 1807 Feliz Dr. Bakersfield CA, 93307 that serves low income citizens in the Bakersfield area; and

**WHEREAS**, SUBRECIPIENT desires to expand the existing Food Bank warehouse from 20,000 ft<sup>2</sup> to 60,000 ft<sup>2</sup> to increase capacity and efficiency to store and distribute millions of pounds of food to Bakersfield low-income vulnerable residents; and

**WHEREAS**, on August 18, 2021, the CITY and SUBRECIPIENT entered into Agreement No. 2021-187 in an amount not to exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,200,000), to expand the existing Food Bank warehouse from 20,000 ft<sup>2</sup> to 60,000 ft<sup>2</sup> to increase capacity and efficiency to store and distribute millions of pounds of food to Bakersfield low-income vulnerable residents; and

**WHEREAS**, on July 13, 2022, the parties entered into Amendment No. One (1) to Agreement No. 2021-187 to add ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,200,000) of additional CDBG-CV grant funding for a total grant amount not to exceed TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,400,000) to complete the existing project to expand the existing Food Bank warehouse from 20,000 ft<sup>2</sup>, to 60,000 ft<sup>2</sup> which serves low income citizens in the Bakersfield area; and

**WHEREAS**, the parties now desire to enter into Amendment No. Two (2) to Agreement No. 2021-187, to add SIX HUNDRED THIRTY TWO THOUSAND ONE HUNDRED NINETY DOLLARS AND EIGHTY SIX CENTS (\$632,190.86) of additional CDBG-CV grant funding for a total grant amount not to exceed THREE MILLION THIRTY TWO THOUSAND ONE HUNDRED NINETY DOLLARS AND EIGHTY SIX CENTS



(\$3,032,190.86) to complete the existing project to expand the existing Food Bank warehouse from 20,000 ft<sup>2</sup> to 60,000 ft<sup>2</sup>.

**NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and SUBRECIPIENT mutually agree to amend Agreement No. 2021-187 as follows:

1. Section 3 of Agreement No. 2021-187 entitled "GRANT" is hereby amended to read as follows:

3. **GRANT.** It is expressly agreed and understood that the total amount granted by CITY to SUBRECIPIENT under this Agreement shall not exceed THREE MILLION THIRTY-TWO THOUSAND ONE HUNDRED NINETY DOLLARS AND EIGHTY-SIX CENTS (\$3,032,190.86).

3.1. **Disbursement of Funds.** CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, CITY or SUBRECIPIENT, at its option, may terminate this Agreement without any liability to the other. SUBRECIPIENT shall not be entitled to any damages from CITY and CITY shall not be entitled to any remedy against SUBRECIPIENT if either terminates the Agreement, even if SUBRECIPIENT, CITY or any third party has detrimentally relied upon this Agreement.

3.1.1. SUBRECIPIENT shall conform to the "time frame" as set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference. SUBRECIPIENT shall pay for any and all costs greater than THREE MILLION THIRTY-TWO THOUSAND ONE HUNDRED NINETY DOLLARS AND EIGHTY-SIX CENTS (\$3,032,190.86).

3.2. **Scope of Work.** The scope of grant is to expand CAPK's existing food bank warehouse from 20,000-ft<sup>2</sup> to 60,000-ft<sup>2</sup> and is set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by reference.

3.3. **Eligible Claims for Payment.** CITY agrees to pay eligible claims for payment to SUBRECIPIENT within thirty (30) days after CITY receives an eligible claim for payment as

set forth herein, and a properly-designated SUBRECIPIENT official certifies the claim.

**3.4. Method of Payment.** SUBRECIPIENT shall request all payments in accordance with 2 CFR 200.305(b)(3). Other allowable payment methods under 2 CFR 200.305(b) are subject to CITY approval before SUBRECIPIENT may request payment under those circumstance. SUBRECIPIENT shall properly itemize, and document claims for payment to show clearly the items, tasks, or services for which SUBRECIPIENT claims reimbursement, as well as describing to which of the Activities the payment is related. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy and may refuse to pay any claim until explained to CITY's satisfaction. SUBRECIPIENT shall submit adequate documentation in accordance with 24 CFR 570.502, 2 CFR 200.403(g), and 2 CFR 200.302 to CITY to determine cost eligibility and allowance.

**3.4.1.** All amounts requested by SUBRECIPIENT shall conform to the restrictions of 24 CFR 570.502 and the requirements set forth in **Exhibit "B"** attached hereto and incorporated by reference herein and entitled "Invoicing and Budget Detail."

**3.5. Term.** The Term of this Agreement shall begin upon execution of this Agreement by all parties and end December 31, 2023. To the extent required by law, the Term of this Agreement will continue until all monitoring and post-monitoring requirements have been fulfilled and any other program requirements as required under the CDBG program.

**2. Exhibit A** of Agreement No. 2021-187 is hereby amended and replaced in its entirety by **Exhibit A** attached hereto and incorporated by reference herein.

**3.** Except as amended herein, all provisions of Agreement No. 2021-187 shall remain in full force and effect.

[Signatures on Following Page]



**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Agreement No. 2021-187 to be executed the day and year first above written.

**"CITY"**  
**CITY OF BAKERSFIELD**

**"CONTRACTOR"**  
**COMMUNITY ACTION PARTNERSHIP  
OF KERN**

By: \_\_\_\_\_  
**KAREN K. GOH**  
Mayor

By: \_\_\_\_\_  
**JEREMY T. TOBIAS**  
Chief Executive Officer

APPROVED AS TO CONTENT:  
**ECONOMIC & COMMUNITY  
DEVELOPMENT DEPARTMENT**

By: \_\_\_\_\_  
**PAUL M. SALDAÑA**  
Economic Community  
Development Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA H. RUDNICK**  
Deputy City Attorney II

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

JHR:ag  
Attachment: Exhibit "A" – Scope of Work

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AMENDMENT NO. 2 TO AGREEMENT NO. 2021-187

S:\EDCD\_Shared\HUD\ConPlan and Yearly Action Items\2020-2025 Consolidated Plan\CD-CARES Covid 19 Specific Funds\CARES CDBG-CV3\1. Project Files\CAPK Food Bank Expansion\19-20 CDBG-CV CAPK Environmental\CAPK Agreement\AmendNo.2ToAgrNo.2021-187\_CAPK.doc

## **EXHIBIT "A"**

### **Community Development Block Grant CARES ACT (CDBG-CV) Community Action Partnership of Kern (CAPK) FOOD BANK EXPANSION PROJECT**

#### **Scope of Work**

##### **Purpose**

Despite California's economic and agricultural prosperity, over one in four are hungry or at serious risk of hunger-significantly worse than the entire nation. Hunger is a symptom of poverty; far too many families experience devastating health consequences when their low wages or modest public benefits can't cover the cost of housing, utilities, and food.

In Kern County, Bakersfield is known as "The Hungriest City in America", according to the Food Research and Action Center, 2018 report. In Kern County, 76,287 (27%) of children are food insecure, lacking consistent access to enough food for an active, healthy life (USDA).

CAPK's Food Bank is operating at capacity for warehousing and processing food donations that supply the Food Bank's over one hundred commodity pantries and food distribution sites located throughout Kern County, to eliminate hunger and poverty. The existing 20,000 ft<sup>2</sup> warehouse and 3,000 ft<sup>2</sup> of office space, lack adequate storage, receiving, sorting, packaging, and shipping areas for staff and volunteers to support daily operations. The Food Bank is renting additional space off-site for its Senior Food program supplies, supporting 39 distribution sites, and inefficiency adding staff and transportation costs. The space limitations at the Food Bank have resulted in diverting truckloads of incoming food donations to out-of-county food banks or distribution partners at the time of availability due to the lack of available space. This expansion is vital in meeting the current and future needs for processing food donations.

The Food Bank is also a source of jobs in the community, with eighteen paid staff and five work development programs where people can volunteer to gain work experience that can be used to gain employment. This expansion will allow and require CAPK to hire additional staff and volunteers to operate the expanded facility.

##### **Description**

CAPK will receive no more than \$3,032,190.86 in CARES - Community Development Block Grant (CDBG-CV) funds to expand The CAPK Food Bank, located at 1807 Feliz Drive, Bakersfield, 93307. The CAPK Food Bank is the largest

emergency food distributor in Kern County, serving the nutritional needs of the most vulnerable Bakersfield residents-low-income and poor children, families, single-parent households, vulnerable and disabled persons, seniors, the homeless and others. Phase 1 of the proposed project will expand the CAPK Food Bank warehouse from 20,000 ft<sup>2</sup> to 60,000 ft<sup>2</sup> and include required site improvements, Phase II buildout of three loading docks and installation of a pallet rack system, Phase III install 18,000 ft<sup>3</sup> refrigeration and 18,000 ft<sup>3</sup> freezer, and Phase IV installation of solar panels and fire alarms. This expansion will increase the Food Bank's capacity and efficiency to store and distribute millions of pounds of food each year to Bakersfield and Kern County low-income and vulnerable residents.

### **Construction Time Frame**

	<b>Milestone</b>	<b>Range</b>	<b>Due Date</b>
<b>Milestone 1:</b>	Environmental & Design Work Complete	After agreement is approved by Council	August 2021
<b>Milestone 2:</b>	Enter contracts with Contractors for onsite activity (Ex Earthwork/Utilities)	Within 45-days of RFP being issued	October 2021
<b>Milestone 3:</b>	Construction Begins	Within 15-days of Construction Contracts	February 2022
<b>Milestone 4:</b>	Metal Building Delivered	NA	April 2022
<b>Milestone 5:</b>	Completion of Demolition and Underground Construction	NA	May 2022
<b>Milestone 6:</b>	Completion of structural concrete slab	NA	September 2022
<b>Milestone 7:</b>	Metal Building Erection	NA	October 2022
<b>Milestone 8:</b>	Permits for EFSR	NA	April 2023
<b>Milestone 9:</b>	Completion of EFSR	NA	July 2023
<b>Milestone 10:</b>	Construction End Date	NA	August 2023

All funds granted to Community Action Partnership of Kern shall be completely expended within the term of the Agreement, which completes on December 31, 2023.

**Total Project Budget**

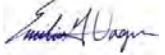
<b>Item/Service</b>	<b>Cost (\$)</b>
Architect Construction Manager and Risk Fee	1,075,525
Phase-I Food Bank Expansion Project 20,000 Sqft warehouse to 60,000 Sqft warehouse	11,536,908
Phase-II Loading docks and Pallet Rack System	628,050
Phase-III Installation of 18,000 Cubic-ft Freezer and 18,000 Cubic-ft Refrigerator	452,800
Phase-IV Installation of Solar Panels	867,724
Installation of EFSR System	\$664,000
<b>TOTAL PROJECT COST</b>	<b>15,225,007</b>

**Disbursement of Funds**

City agrees to pay "claims for payment" directly to Community Action Partnership of Kern (CAPK) within thirty (30) days after City receives a satisfactory "Corporation Payment Request". The Schedule of payment shall be: 11.8% (\$360,000) of grant amount at the execution of this agreement and City Council approval; 11.8% (\$360,000) upon entering into a contract with a contractor for the construction of the CAPK Food Bank Expansion onsite improvements; 11.8% (\$360,000) upon completion of demolition and installation of underground utilities; 3.9% (\$120,000) upon completion of construction of the structural concrete slab; 19.7% (\$600,000) upon purchase delivery of metal building; 19.7% (\$600,000) upon metal building erection; and (20.8%) (\$632,190.86) upon obtaining Certification Of Occupancy (COO) from the City of Bakersfield Building Department.



**To:** Board of Directors

**From:**  Emilio G. Wagner, Director of Operations

**Date:** March 29, 2023

**Subject:** *Agenda Item V(d): E-Rate Internet Provider – Info Item*

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**Background:**

The Head Start program qualifies for a 90% subsidy for Internet Services fees under the Schools and Libraries Program (E-Rate). This program assists schools and libraries to obtain affordable telecommunication and internet access. Since 2017 Head Start has been approved annually for a 90% reduction in internet service fees using the original procurement process which resulted in a 5-year contract with AT&T.

**Current Events:**

During the month of January, a request for proposal was solicited using E-rate terms and timelines. As a result, three internet service providers submitted proposals responding to the RFP which required one 10 Gbps connection and a managed firewall meeting the regulations of E-Rate. Of the three proposals received AT&T was the only ISP to meet the requirements. Neither Spectrum nor Cytranet offer managed firewalls that meet the requirements of E-rate.

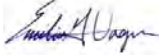
Costs since 2017 have gone down for both the internet connection and managed firewall, with 2017 subsidized cost at \$16,197.70 per month to the current subsidized cost of \$1,634.98 per month, an 89.91% decrease. AT&T no longer offers a 5-year contract, but a 3-year contract, which is a benefit to CAPK, since the cost of fiber internet does continue to decrease over time as more infrastructure is installed.

The contract has been executed as it is within the signature authority of the Chief Executive Officer and has been uploaded to E-rate for consideration. Notification of award can vary but we anticipate hearing by the new E-rate funding year of July 1<sup>st</sup>, 2023.





**To:** Board of Directors

**From:**  Emilio G. Wagner, Director of Operations

**Date:** March 29, 2023

**Subject:** *Agenda Item V(f):* Notification of Data Breach – **Info Item**

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**Background:**

On Thursday, March 9<sup>th</sup> two CAPK accounts were compromised as part of a phishing email sent from a compromised partner's email address. CAPK's environment is set up to detect anomalies with logins which our IT department reviews. The login occurred at 4:00 am and the account was secured within 4 hours. After a review of IT audit systems, we found that files were opened and viewed by an unauthorized user. A total of six files containing personal identifiable information of clients were opened.

**Current Events:**

Staff have been working with our cyber insurance carrier to determine the severity of the breach and any notifications that may be required. All pertinent information was submitted to insurance along with a meeting to discuss the chain of events from the discovery of the breach to containment. As a result, CAPK was commended for the quick containment of the situation and the plan to mitigate future breaches of this nature.

The cyber insurance coverage comes as a package that provides support by providing legal counsel that specializes in data privacy through the firm Lewis Brisbois Bisgaard & Smith LLP, and third-party notification partners that offer credit monitoring if needed. Currently, legal counsel is reviewing the document headers of the viewed client information to determine the course of action.

CAPK's Directors and managers are required to use multifactor authentication (MFA) which adds a level of security to help prevent unauthorized access in case of credential sharing. This level of staff has a cell phone stipend which allows for a confirmation notification to be sent to their cell phone when a log in attempt is made. For those that do not have a cell phone stipend this added protection is not available. To mitigate future possible breaches of this nature Microsoft offers an option to turn on conditional access. Conditional access will only allow login to the CAPK domain by using a CAPK-authenticated device. IT has set up a user group and added all non-MFA users to secure by conditional access. Insurance was satisfied with this method moving forward.

In addition, staff that were compromised have gone through cybersecurity training and a refresher training to all staff has been sent out as well.

As the direction from legal counsel is given staff will provide supplemental updates to the Board to the extent of necessary notifications and any monitoring that may be required.





## MEMORANDUM

To: Board of Directors

*Lisa Gonzales*

From: Lisa Gonzales, Program Governance Coordinator

Date: March 29, 2023

Subject: *Agenda Item VI(a)*: March Policy Council Report – **Action Item**

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The Policy Council met on February 28, 2023, at which time quorum was established.

The 2021-2022 Head Start and Early Head Start Self-Assessment was presented to the Policy Council by Quality Assurance Administrator, Sylvia Ortega. The purpose of the assessment was conveyed to members with a subsequent detailed review of the document. Included in this review was discussion surrounding the three areas of improvement noted on the report as a result of engaging in the self-assessment process. In addition, the corresponding plans of action to address each area were also brought to the attention of the Council. Concluding review and discussion of the 2021-2022 Head Start and Early Head Start Self-Assessment, the Policy Council unanimously approved the document.

Additionally notable was a presentation provided to members on the CalFresh Healthy Living program. This program has a variety of nutritional curriculum available to the community, at no cost to eligible participants. CalFresh Healthy Living supports healthy, active lifestyles by teaching Californians about good nutrition while also building partnerships in communities to make healthy choices. Local program contact information was shared with Policy Council members as were CalFresh Healthy Living informational flyers.

The next Policy Council meeting is scheduled for March 28, 2023.

**Recommendation:**

The Policy Council requests Board approval of the March Report and the Policy Council meeting minutes from February 28, 2023.

**Attachment:**

*Policy Council Meeting Minutes from February 28, 2023.*

**COMMUNITY ACTION PARTNERSHIP OF KERN**  
**POLICY COUNCIL COMMITTEE MEETING MINUTES**  
**February 28, 2023**  
**Teleconference ID: 232 410 937 888**

1. Call to Order

Policy Council Chairperson, Ruby Cruz called the meeting to order at 5:32 p.m. Prior to roll call Ruby welcomed Ana Vigil, as the Policy Council's Board of Directors representative. Ana shared a little bit about herself and told members she too was previously a Head Start parent.

a. Roll call was taken and quorum was established.

Policy Council Members Present: Susana Barrios, Ruby Cruz, Michelle Del Rio, Fatima Echeverria, Andrea Flores, Nila Hogan, Monique McWilliams, Pablo Reyes, Gabriel Rios, Anilu Saldana, Ana Vigil, Jennifer Wilson

2. Public Comments

*The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the Policy Council will take no action other than that referring the item(s) to staff for study and analysis. Speakers are limited to three minutes each. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.*

None

3. Standing Committee Reports

a. School Readiness Committee

The School Readiness Committee met on February 9, 2023. Curriculum Specialists' Amanda Espitia and Cynthia Rodriguez, talked about what school readiness means to families, in the classroom, through lesson planning and how families can support this component of the program. Parents can support school readiness through participating in weekly lesson plan activities with their child. It was also shared that school readiness within the program is aligned with the Head Start Early Learning Outcomes Framework and the California state standards. There are five central domains of focus, which are, Approaches to Learning, Social-Emotional Development, Cognition, Physical Development and Language and Literacy. English Language Development is another domain that the program has added to school readiness. Members also had an opportunity to share what school readiness means to them.

b. Planning Committee

The Planning Committee met on February 7, 2023. The Enrollment and Attendance report for January 2023 was shared with members. Head Start reported enrollment at 68% enrollment and Early Head Start at 64% enrollment. Head Start Administrative staff attended the Winter Leadership Institute Conference sponsored by the National Head Start Association where they had an opportunity to meet with Congressman David Valadao and spoke with him about the need for additional funding for staff. In reviewing the Child Adult Care Food Program report for December 2022, it was noted there were 56,568 meals delivered.

c. Budget & Finance Committee

The Budget & Finance Committee on February 21, 2023. Members reviewed and discussed budget to actual financial documents for both Head Start and Early Head Start, the San Joaquin and Partnership No Cost Extension budgets as well as the American Rescue Plan funding. Other items presented Included the Parent Activity report, Parent Local Travel and Reimbursement as well as the Non-federal Share In-kind report. All inquiries as related to budget and finance were addressed and responded to accordingly. All budget reports can be found in the consent agenda portion of the February Policy Council packet. The next Policy Council Budget & Finance Committee meeting will be held on March 21, 2023 at 5:30 p.m.

d. Bylaws Committee

The Bylaws Committee rescheduled their February 7, 2023 to February 15, 2023 to ensure committee members serving on other committees were able to meet as the initial date overlapped with another committee meeting. The roles and responsibilities of the committee were discussed in depth, as outlined in the Head Start Program Performance Standards, Head Start Act and the CAPK Policy Council Bylaws. Articles I through III were reviewed in detail with an opportunity for questions and

discussion. The committee concluded that this portion reviewed did not warrant any changes. The Bylaws Committee will meet next on April 11, 2023 at 5:30 p.m. to review and discuss additional sections of the document.

#### 4. Presentations

- a. CalFresh Healthy Living Overview – Alan Rodriguez, CalFresh Healthy Living Administrator; Diana Alvarado, CalFresh Healthy Living Health Educator

Alan introduced himself, noting prior to becoming the CalFresh Healthy Living Administrator he was the Head Start Health and Nutrition Manager. Alan clarified CalFresh is not to be confused with CalFresh benefits (EBT and/or food stamp benefits). He added the focus audience is geared towards those 18-59 years of age. Alan talked about partnering with Head Start to be able to directly provide nutrition classes to parents, noting at the end of the day, they are the ones who by the food for our children. Alan introduced team member Diana Alvarado who provided an overview of the CalFresh Healthy Living Program.

Diana shared there are five curriculum courses offered to the community. She shared each of the course curriculums, one by one, providing a summary of the course as well as the approximate duration of time for each. One curriculum spoken about was *Around the Table* which focuses on teaching the principals of trauma, informed engagement and nourishment. It speaks to getting your children involved in meal planning process, grocery budgeting. This course tends to be more engaged in dialog and communication. There is also a deeper dive into food and the connections we have to it and where that originated. There are six lessons for 60-90 minutes. Other course topics include but are not limited to, food waste, how to read nutrition labels, the importance of physical activity, healthy meal planning and more. It was also noted in support of families having more opportunities for fresh fruits and vegetables, there are **eligible farmer's markets** which participate in the market match program. This allows those with EBT benefits to double their purchases up to a specified amount, i.e., if a **participant receives \$10 in benefits, they can spend \$20 at participating farmer's markets**. The goal of the CalFresh Healthy Living curriculum is to improve the nutrition health of low-income Californians through education.

Additionally, it was shared that contact information for this program was provided to center based, partnership staff as well as home base early childhood educators in the event they would like to reach out for a presentation for an upcoming monthly parent meeting or are interested in a conducting a class for their parents. The CalFresh guests remarked because of sharing contact information they have had staff reach out for presentations.

#### 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 – January 24, 2023 (English/Spanish)
- b. Budget & Finance Committee Minutes – January 17, 2023 (English/Spanish)
- c. Planning Committee Minutes – February 7, 2023 (English/Spanish)
- d. School Readiness Committee Minutes – February 9, 2023 (English/Spanish)
- e. Head Start Program Review Evaluation (PRE) Report – January
- f. Kern Head Start Budget to Actual Report, March 1, 2022 through December 31, 2022
- g. Kern Early Head Start Budget to Actual Report, March 1, 2022 through December 31, 2022
- h. San Joaquin Early Head Start (No Cost Extension) Budget to Actual Report, February 1, 2021 through December 31, 2022
- i. Early Head Start Child Care Partnerships (No Cost Extension) Budget to Actual Report, March 1, 2022 through December 31, 2022
- j. American Rescue Plan Funding Budget to Actual Report, April 1, 2021 to December 31, 2022
- k. Head Start and Early Head Start Non-Federal Share and In-Kind Report, March 1, 2022 through December 31, 2022
- l. Parent Travel & Child Care through December 31, 2022
- m. Parent Activities through December 31, 2022
- n. **Children's Mobile Clinic – March 2023 (English/Spanish)**

- o. Read Across America Activity Calendar – February 27 – March 3, 2023
- p. Read Across America – March 2, 2023
- q. Monthly Parent Training with Dr. Kirk – Head Start Wellness
- r. Backpack Connection Series: How to Help Your Child Understand and Label Emotions (English/Spanish)
- s. Community Needs Survey (English/Spanish)
- t. Head Start Recruitment Flyer (English/Spanish)
- u. Home Visiting Program Flyer (English/Spanish)
- v. Policy Council Meeting Dates

A request was made to remove items (e) and (k) from the agenda. Questions were posed regarding information included on item (e), the Program Review Evaluation (PRE) report. The inquiries were specific to family leave and intermittent leave; all of which were subsequently answered by Robert Espinosa, Program Design and Management Administrator. Additional questions followed, regarding data on the Non-Federal Share In-kind report, as well as the Parent Activities report which were addressed as well. Upon conclusion of respective responses and clarification for all questions provided, Nila Hogan made a motion to approve items (a) through (v); seconded by Fatima Echeverria. Motion carried unanimously.

#### 6. New Business

\*ACTION

- a. 2021-2022 Head Start and Early Head Start Self-Assessment – Sylvia Ortega, Quality Assurance Administrator

Sylvia shared that the self-assessment is a planning and evaluation activity required by the Head Start Program Performance Standards. It is designed to measure the program's effectiveness in meeting goals and objectives and to also to identify program strengths as well as opportunities for improvement. Sylvia shared throughout this self-assessment process there were various reviews conducted during the last program year some of which were from the California Department of Education, Child and Adult Care Food Program, and the Office of Head Start Focus Review.

It was reported, as a result of the self-assessment there were three areas of improvement which were, wage comparability study, lead water testing and full enrollment. Sylvia reviewed the 2021-2022 Self-Assessment Report in detail with members, outlining compliance items, timelines, corrective actions, expected outcomes and other vital information. Upon conclusion of the presentation, an opportunity was provided for members to ask questions, seek clarification and/or have discussion to which there was none. Subsequently Jennifer Wilson made a motion to approve the 2021-2022 Head Start and Early Head Start Self-Assessment; seconded by Gabriel Rios. Motion carried unanimously.

#### 7. Standing Reports

- a. Program Governance – Lisa Gonzales, Program Governance Coordinator

Members were thanked for their time and for **attending tonight's** Policy Council meeting. Lisa also **welcomed Ana to Policy Council as the Board of Director's representative. Appreciation was expressed** for those who were able to attend the Dr. Kirk monthly parent training and stated there will not be a Dr. Kirk training in April. She added if members have previously attended, they are encouraged to attend the following month to share any outcomes as a result of recommendations made during the parent training. Lisa also shared that the annual Read Across America event would be taking place on March 2, 2023. She added that there are a variety of activities children are participating in to celebrate and **kickoff this event, which can be found in this month's packet. Lisa shared there are still vacancies on** Policy Council because of this there will be Regional Parent Committee meetings held in the coming weeks with the hope of filling any vacancies on the Council. She encouraged members to share their experience and encourage other parents to participate.

- b. Community Representative – Nila Hogan, Y-Empowerment

Nila shared information with members about the Snacks in the Stacks program held throughout various Kern County libraries. This is a homework and hangout session for children ages 2 years through 18 years of age regardless of income status. This program provides an environment for attendees to be around others socializing, and/or studying outside of a school/classroom setting. Snacks in the Stacks begins at 3:00 p.m. until 6:00 p.m. with a meal for participants. Nila also shared there is a preschool story-time as well on specific days which might be of interest to parents, on those days there is a holiday, or break and school is closed. It was added that there is also a Beginning English course available as well as many other offerings. Nila stated she would be sharing the link to the website so members may see what is available at a library near them. In closing Nila shared, she will be reading at Wesley Child Development Center for the Read Across America event.

c. Board of Directors – Ana Vigil, CAPK Board Member

Lisa shared the Board of Director's report on behalf of Ana. The Board of Directors met in a hybrid setting on January 25, 2023. Board seat assignments were shared as was the election of Board Officers. Fred Plane will continue as Chairperson, Maritza Jimenez is Vice Chair, Ana Vigil, Secretary, and the Treasurer is Michelle Jara-Rangel. There were special presentations for outgoing members. The independent audit reports were shared for the year ending February 28, 2022 as was the Special Purpose Financial Statements for the year ending, June 30, 2022. An update was provided to board members about the Grand Jury visit to the 2-1-1 call center. Other items shared during this Board of Directors meeting included the CAPK Foundation report presented by the Director of Development and the Policy Council report shared by Nila Hogan. Chief Executive Officer (CEO) Jeremy Tobias provided COVID-19 updates to the board as well as an update on the recruitment status of a new Chief Program Officer. This position has since been filled. The CEO provided the closed session report stating the Board of Director's completed the annual performance evaluation of the Chief Executive Officer and voted to provide a 5% merit salary increase to the CEO. This meeting was adjourned at 1:25 p.m.

d. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director

Assistant Director of Program, Jerry Meade reported on behalf of Yolanda Gonzales. He thanked everyone for their attendance and was appreciative of all the wonderful questions that were posed by Council members earlier in the meeting stating they are great topics for discussion.

Jerry shared that the new fiscal year begins on March 1, 2023 and goes through February 29, 2024 (leap year). This will end the fifth and final year of the current grant cycle. He added, it will be exciting to create and generate a new five-year application throughout this program year to submit to the Office of Head Start for the next five years of continued funding. Jerry shared that in terms of the end of the fiscal year, what this means as a program is ensuring all our expenditures that have been obligates as a cost to this current grant will be liquidated and closed out so our finance department can close out the federal fiscal year for the agency expeditiously and accurately. Many staff will be working diligently through February to ensure purchase orders have been closed out, invoices have been submitted, backup documentation provided, etc. This is an intentional process to ensure that if there are any unobligated expenditures that were unable to be spent in this current fiscal year (2022-2023) the program can request to the Office of Head Start that these funds be carried over into the fifth and final year. One example Jerry gave were construction projects that we were hoping to complete during this funding year (2022-2023), but the expenses allotted for those projects may not have been paid or completed prior to today which is the last fiscal day of the current funding year.

Jerry spoke to the non-federal share report stating we will meet our goal for the year without any challenges. He noted when reviewing financial reports with a start date of March 1, 2023 it is important to note they will be for the new fiscal year (2023-2024), and we will start back at zero dollars. Jerry added that our state contracts make up for the majority of the in-kind obligation and we earned more from our state contract than we have in previous years.

It was reiterated, the new Chief Program Officer position has been filled and Yolanda will be brining the new CPO to the Policy Council for an introduction. This will provide an opportunity to get to know the CPO and to also show what our Head Start program is about. It is a great way for the CPO to meet members as a group.

It was stated, March kicks off the start of recruitment for our 2023-2024 school year and we will be working on reaching all goals for full enrollment for the next school year. One of the ways will be by ensuring applications are audited for children who are either continuing in their Head Start journey or for those who are new to our program. Jerry shared there will be a lot of recruitment activities and various events happening throughout the balance of the winter, into spring and prior to our summer center closures. He indicated this is a terrific opportunity for Policy Council to support full enrollment by making sure all friends and family know to come by and complete a Head Start application so the program has the waitlists needed to ensure classrooms can open.

Filling waitlists of course means we must work on hiring and onboarding staff as we work to open those classrooms. There are currently sixteen open requests to fill positions in the Head Start division; these are direct services as well as administrative positions. Jerry noted there has been some success where

we've onboarded more than ten employees; in February there were twelve new staff onboarded to the Head Start division, which is promising.

Jerry provided a bit more follow up information on questions posed earlier in the meeting regarding intermittent and continuous leave. He spoke to the importance of noting that anything regarding the Family Medical Leave Act (FMLA) is federally protected. He added, as an employer we do not have the ability to deny an individual that has protection under the FMLA . When there is a continuous leave, those discussions are between the Human Resources Department and the employee with no repercussions for the individual who is protected whether it be continuous leave or intermittent leave. Jerry shared intermittent means that the individual can use leave when it is necessary based upon the determination made of their supporting documentation. Jerry shared there are times when we may have a challenge however our Program Managers work very hard to ensure our classrooms stay open, **but that isn't always possible. He shared the FMLA situations are reported as an informational item to support our staffing challenges.** In addition to vacancies, we also must accommodate protective leave situations.

In closing, Jerry spoke about the Read Across America event sharing staff has worked really hard on this event and 100% of classrooms will have a guest reader which is very exciting! He shared this is an amazing opportunity and enjoyed by all!

8. Policy Council Chairperson Report

Ruby shared that her daughter and the other children at the center (Heritage) are having so much fun this week with all the Dr. Seuss activities. Ruby stated that because of all the Dr. Seuss fun going on, her daughter wants her to read only Dr. Seuss books to her! Ruby added she really loves her center staff; they are like family to her. She stated the center is always so clean and beautiful; she is very grateful that it is available to her and all the other families.

9. Policy Council Member Comments

Members were given an opportunity to share comments. Ana Vigil shared she has been participating in Read Across America for the past 8 years and even takes her son. Ana said she reads in the Wasco/Shafter area and just loves it! Many attendees provided Ruby with birthday well-wishes.

10. Next Scheduled Meeting

The next scheduled meeting will take place on March 28, 2023 at 5:30 p.m.

11. Adjournment

Meeting was adjourned at 6:45 p.m.