



DATE	October 25, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

Board of Directors Meeting Agenda

I. Call to Order

- a. Moment of Silence / Pledge of Allegiance (Please Stand)
- b. Reading of the Promise of Community Action (Please Stand)

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

- c. Roll Call

Fred Plane (Chair)	Jimmie Childress	Gina Martinez
Maritza Jimenez (Vice Chair)	Mia Cifuentes	Jonathan Mullings
Ana Vigil (Secretary)	Jeff Flores	Yolanda Ochoa
Michelle Jara-Rangel (Treasurer)	Curtis Floyd	Guadalupe Perez
Denise Boshers	Nila Hogan	Lily Pimentel-Stratton

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. No Presentation

IV. Consent Agenda

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

- a. **Minutes from September 27, 2023, Board of Directors Meeting (p. 4-9)**
- b. **Minutes from the October 4, 2023 Personnel Committee Meeting (p. 10-12)**
- c. Head Start Personnel Update (p. 13-14)
- d. Reclassification of Executive Position (p. 15-21)
- e. Reclassification of Finance Position (p. 22-25)
- f. Proposed 2024 Holiday Calendar (p. 26)
October 11, 2023 Program Review & Evaluation Committee Items – No Quorum
- g. September 2023 Program Reports (p. 27-61)
- h. September 2023 Application Status Report & Funding Profiles (p. 62-64)

- i. September 2023 Head Start / State Child Development Program Activity Report **(p. 65-66)**
- j. **Minutes from the October 18, 2023, Budget & Finance Committee Meeting (p. 67-73)**
- k. Head Start / Early Head Start Budget to Actual Reports for August 2023 **(p. 74-81)**
- l. Agency-Wide Budget Revision #2 **(p. 82-94)**
- m. 2023-2024 Head Start / Early Head Start Budget Revision **(p. 95-96)**
- n. Head Start / Early Head Start Refunding Application Budget Detail **(p. 97-98)**
- o. VITA, Dept of Treasury, Internal Revenue Service, Grant Awarded **(p. 99-100)**
- p. Planned Parenthood, Sex Education Program **(p. 101-116)**
- q. Energy Subcontractor Amendments Request **(p. 117-119)**
- r. The California Department of Housing and Community Development, Emergency Solutions Grants (ESG) Program, Homeless Prevention (HP) **(p. 120-124)**
- s. County of Kern Public Health Department COVID-19 Isolation Accommodation Agreement **(p.125-150)**
- t. US Department of Health and Human Services – California Community Action Partnership Association – Diaper Distribution Demonstration & Research Pilot Agreement **(p. 151-166)**
- u. Request to Approve a New Job Description for California Violence Intervention and Prevention (CalVIP) Outreach Worker Program – CalVIP Outreach Worker **(p. 167-171)**

V. New Business

- a. CAPK Foundation Ad Hoc Committee: Financial Modeling – **Action Item (p. 172-207)** Pritika Ram, Chief Business Development Officer
- b. County of Kern Homeless Housing Assistance and Prevention (HHAP) 3 Program Coordinated Entry System (CES) Agreement – **Action Item (p. 208-226)** Pritika Ram, Chief Business Development Officer
- c. Encampment Resolution Funding (ERF) Program Round 2 with Bakersfield Kern Regional Homeless Collaborative (BKRHC) Contract – **Action Item (p. 227-249)** Rebecca Moreno, Director of Housing & Supportive Services
Louis Gill, Chief Program Officer
- d. 2024-25 HS/EHS Refunding Application Budget Detail – Action Item **(p. 250-253)** Jerry Meade, Head Start Assistant Director: Program
- e. August 2023 Financial Statements **(p. 254-334)** Tracy Webster, Chief Financial Officer

VI. CAPK Foundation Board Report

- a. CAPK Foundation Board Report – **Action Item (p. 335-344)** Catherine Anspach, Director of Development
 - 1. Minutes from the May 30, 2023 Board Meeting
 - 2. Financial Report from January 1, 2023 to August 31, 2023

VII. Advisory Board Reports

- a. Head Start Policy Council Reports for October 2023 – **Action Item (p. 345-351)** Nila Hogan, PC Representative
 - 1. September 26, 2023 Policy Council Minutes

VIII. Chief Executive Officer Report

- a. CEO Report for October 2023 – *Info Item (Verbal Report)*
1. General Update

Jeremy Tobias, Chief Executive Officer

IX. Board Member Comments

X. Closed Session

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

Property Address:	5005 Business Park North, Bakersfield, CA 93309
Agency Negotiators:	Jeremy Tobias, Tracy Webster, Louis Gill, Pritika Ram, and Emilio Wagner, and Jeff Andrew.
Negotiating Parties:	RLH Fire Protection, Inc.
Under Negotiation:	Concerning Price & Terms

XI. Closed Session Report

XII. Next Scheduled Meeting

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

XIII. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, October 20, 2023. Paula Daoutis, Administrative Coordinator.



DATE	September 27, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

Board of Directors Meeting Minutes

I. Call to Order

Chairman Fred Plane called the meeting to order at 12:02 pm at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

- a. Moment of Silence / Pledge of Allegiance
- b. Reading of the Promise of Community Action
- c. Roll Call was taken with a quorum present:

Motion was made and seconded to approve Nila Hogan's attendance from a remote setting having met the guidelines to attend remotely. Carried by unanimous vote (Perez/Jara-Rangel).

Present: Fred Plane (Chair), Maritza Jimenez (Vice Chair), Ana Vigil, (Secretary), Michelle Jara-Rangel (Treasurer), Denise Boshers, Jimmie Childress, Mia Cifuentes, Gina Martinez, Jonathan Mullings, Yolanda Ochoa, Guadalupe Perez, Lily Pimentel-Stratton

Absent: Jeff Flores, Curtis Floyd, Nila Hogan

Others present Jeremy Tobias, Chief Executive Officer; Louis Gill, Chief Program Officer; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Gabrielle Alexander, Director of Finance; Freddy Hernandez, Director of Youth & Community Services; Lisa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Community Development; Emilio Wagner, Director of Operations; Yolanda Gonzales, Director of Head Start / State Child Development; and other CAPK staff.

II. Introduction of Guests / Public Forum

No one addressed the Board.

III. Special Presentation

No presentation

IV. 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. Michelle Jara-Rangel requested Items L & N be removed for further discussion.

Motion was made and seconded to approve all items on the Consent Agenda with the exception of items L and N. Carried by unanimous vote (Ochoa/Jimenez).

Item L – Michelle Jara-Rangel asked about the children that are not enrolled in Head Start services and wanted to know if they are enrolled elsewhere. Jerry Meade said it is likely they are receiving services elsewhere but said staff will need some time to research to find out where they are being served. Michelle asked staff to report on the source once the facts are gathered. Michelle also stressed the importance of understanding the distinct difference between Transitional Kindergarten (TK) and Kindergarten. A request was made to bring the findings back to the full board under Old Business at the next meeting.

Motion was made and seconded to approve item L from the Consent Agenda and directed staff to bring back their findings at the next meeting under Old Business. Carried by unanimous vote (Jara-Rangel/Perez).

Item N – Michelle Jara-Rangel asked for item N to be removed from the Consent Agenda for corrections to the Minutes from the Budget & Finance Committee on September 20, 2023. Michelle noted the date was incorrect on the Board Agenda Consent Agenda and Minutes to the Budget & Finance meeting and a correction was requested to item 4a paragraph 2 to read “Michelle Jara-Rangel asked why the T&TA budget for Early Head Start is not as expended as Head Start.” Michelle recommended the corrections be made and adopt the minutes as corrected.

Motion was made and seconded for staff to make the corrections noted above. Carried by unanimous vote (Jimenez/Ochoa).

V. New Business

a. 18th Street Notice to Proceed with Phase 1 Construction – Emilio Wagner, Director of Operations – *Action Item*

Emilio Wagner presented the above action item for approval and reported that the scheduled date to close escrow on the 18th Street building is September 29th and after that date, we will be able to begin Tenant Improvements (TI's). We have a buyer in place for BPN, but they want us to vacate the building by December 31, 2023. The plan is to move staff in two phases. Phase I will include Operations, IT, and Executive staff with the move-in date to take place over the weekend of Nov. 18-19. All other staff located at BPN will work remotely or in other locations after moving from BPN. The Phase II improvements are expected to be completed in April with the remaining staff moving in upon completion.

The cost of the TI's has been revised and now includes a server and IT rooms. The architect is working on Phase II design, and Emilio will be meeting with the architect to review. Once Phase II is ready to proceed, the budget will be brought back to the Board for approval.

Staff are requesting approval to authorize the Chief Executive Officer to execute the Notice to Proceed for Phase I.

Maritza Jimenez asked about the total cost of the project. Emilio said it is approximately \$1.4 million currently and said that staff has scaled back many of the original design plans to lower the cost and stay within budget. Maritza asked if any programs will be closed down after December 31st when the BPN office is vacated. Emilio said there is no planned downtime for staff.

Fred Plane asked about the City/County jurisdiction over the permits and plan checks. Emilio checked with the County, and they reported that they have jurisdiction over the plan check despite the fact that the building is located within the City limits.

Michelle Jara-Rangel asked if we know how many staff will be working remotely. Emilio said approximately 100 staff will be working remotely from January 1, 2024, to the completion of Phase II.

Jeremy Tobias said some programs are moving to a temporary site, and staff will rotate between office time and remote working.

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

- b. Approval for the National Community Action Partnership (NCAP) and FY 2023-24 Association for State and Territorial Health Organizations (ASTHO) Vaccine Equity Project Community Initiatives Agreement and South Kern Sol Subrecipient Contract for Services FY 2023-24 – Pritika Ram, Chief Business Development Officer – **Action Item**

Pritika Ram presented the above action item for approval and reported this is a continuation of a 2022 contract and part of a cohort with 6 other agencies. There has already been one extension of the initial contract and this will be the third and final extension. The third year has been opened up for adults to receive other vaccinations over and above the COVID vaccination. We have been able to leverage other partners for outreach in smaller communities and as of July 2023, there have been 184 community events to date with some of the events having nurses present to administer the vaccines. Our outreach team will be more engaged for the third phase. Pritika said our County Health Dept has done a phenomenal job in producing real life data. We worked backward to identify areas of need and used zip code data to get educational information about vaccines.

Pritika said we have not received the contract at this time, but page 3 of the report is a draft copy. If no material changes are on the final contract, staff is requesting Board approval with authorization for the Chief Executive Officer to execute the contract.

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

- c. CAPK Foundation Ad Hoc Committee Financial Modeling – Pritika Ram, Chief Business Development Officer – **Info Item**

Jeremy Tobias provided a history of the Foundation and the purpose of the Ad-Hoc Committee. It is important to remember CAPK is the parent company, and although CAPK is a nonprofit agency, we are traditionally not a fundraising organization. Community Action agencies are set up to be service providers for low-income individuals and receive grant funds from the Federal, State & Local governments. CAPK has done small fundraising events but nothing on a large scale. In fact, our federal funding requirements restrict us from most fundraising and lobbying activities. Jeremy said we realized that there are many opportunities to fundraise dollars in our community to supplement our CAPK programs. Staff engaged with KDG attorneys to explore the formation of a Foundation. From a fiscal standpoint, CAPK is the parent organization, and the Board has approved the operational budget and funding of the Foundation for the first few years until the Foundation could be self-sufficient. It was evident that there needed to be a long-term plan on how to operate the Foundation and eventually reduce the need for CAPK funding over time. As the Foundation raises funds, the question was also raised on how funds will be distributed out to programs. Questions arose: Does the Foundation keep the funds raised, use some for operations, and send left-over funds to CAPK? Or does the Foundation funnel all the money raised straight to CAPK, and all accounting will be taken care of by CAPK including operational funding? And importantly, is the Foundation bringing in more money than it costs to run the Foundation? The Ad Hoc studied these questions and worked with consultant CCS

and is developing a recommendation for an operational plan. We want to brief you on how the plan is developing and what will be coming back to the Board next meeting as an action item.

Pritika Ram said this item is being presented as an informational item to allow the Board enough time to review the data provided and said the intent is and always has been, for the Foundation to raise funds for CAPK programs. CAPK's consultant CCS did a thorough evaluation and presented options to the Ad-Hoc Committee to review. Jeremy stressed that this is an info item today, but staff is leaning towards Option 1, to task the Foundation with raising money for CAPK to distribute to programs, while CAPK takes care of the administrative cash flow for the operations.

Pritika Ram said that Jeremy covered most of the information in his summary. Pritika thanked the members of the Ad-Hoc Committee and said each year, the Foundation is included in CAPK's budget cycle presentation. Staff felt it was time to re-evaluate the plan on how the Foundation budget is developed. With dedicated staff (Director and Administrative Staff), we are making significant progress. If we want to be a high functioning Foundation. Financials will be presented to the CAPK Board every other month so there is always room to pivot.

Maritza Jimenez said she was part of the ad-hoc committee and stressed that her organization is a sponsor of CAPK, and the feeling is that donors want to know that their donations are going straight to the program and not to staff salaries or other administrative costs, donors want to see the results from their donations.

Fred Plane said he serves on both boards and participated in the ad-hoc committee, which met many times over the past few months, and the committee did not go with the option that the consultant recommended, but staff and members of both boards feel more comfortable with Option 1 – looking for sustainable dollars to come in year after year. Fred's recommendation was to present this item as an info item to give the board an opportunity to review the information. Fred said that he and Jeremy will also be meeting with Board member Curtis Floyd upon his return and will brief him and bring him up to speed on the options presented.

Denise Boshers said that she is in agreement with Option I and is happy that the Foundation employees are covered under CAPK's benefit plan.

- d. New Contract: Bakersfield Kern Regional Homeless Collaborative – Rebecca Moreno, Director of Housing & Supportive Services – **Action Item**

Rebecca Moreno presented the above action item for approval, and said the contract was received late and referenced the term dates, January 1, 2023, to October 31, 2023. The contract stems from the Bakersfield Kern Regional Home Collaborative and there was a delay in the funder receiving funds. CAPK staff has gone back and forth to negotiate and finalize edits to the contract. Louis Gill and Tracy Webster were involved in contract negotiations and believe we can expend the contract dollars by October 31st. Part of the plan is to move staff into a new office building and pay for furniture as both meet the matrix of the program. Cubicles and desks are needed so the staff will have an appropriate workspace.

Maritza Jimenez asked how the funds can be used. Rebecca said under scope of work, there are several portions that supports the collaborative. For CAPK, funding will support the CES team and activities.

Fred Plane asked, with the contract being retroactive, what could we have done differently? If there had been more time to spend down the funds, would it have gone to staff salaries and benefits? Rebecca said that was a likely scenario, but the funding had to be shifted to cover the capital items because it allowed for the funds to be spent down quickly to meet the October 31st term end date.

Maritza Jimenez said it would be good to establish a list of all the places clients can go for help. Rebecca said they already have printed materials, about the size of a bookmark, that they distribute to advise people where to go for help. The cards are distributed at community outreach events in English & Spanish.

Rebecca said staff asked for specific language in the contract to be able to use the funds for the building purposes, but we can provide the reports they are requesting because we already capture that data. The need is to increase staff and space. Rebecca said when we first started CES, there were only 2 staff, now there are 10 and we are planning to add an additional 15 new staff members. Funders are providing more money, and we will be able to expand services with the additional staff.

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

e. July 2023 Financial Statements – Tracy Webster, Chief Financial Officer – **Action Item**

Fred explained why the Financial Statements report will be presented to the full board as a result of Board Member Michelle Jara-Rangel's report back from attending the CAPLAW conference earlier this year, it is a best practice for the entire board to receive information from the CFO about the status of the financials.

Tracy Webster presented the financial reports to the Board and referenced that a summary of the reports is noted in the Budget & Finance Committee minutes included in the agenda packet.

Pastor Mullings asked about over-expended funds for furniture/equipment. Fred Plane emphasized that equipment should be approved by the Board as noted in the policies and procedures and stressed that staff should obtain approval prior to the purchase, and not retroactively amend the budget.

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

VI. Advisory Board Reports

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

Lisa Gonzales presented the August & September Policy Council reports in Nila Hogan's absence.

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

VII. Chief Executive Officer Report

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

1. Update on CAPK Healthcare Plan – Jeremy said that many staff have expressed their gratitude about the upcoming changes and said that a large outreach campaign is underway for open enrollment that will take place from Oct. 31 to Nov. 15.
2. Potential Federal Government Shutdown – Jeremy is working with senior staff to strategize in the event of a federal government shutdown. Jeremy emphasized that CAPK staff are not federal employees, so we are not directly impacted by a shutdown. Usually, our contracts are on random fiscal years and are funded through the end of their contract year. For instance, our current Head Start contract is fully

funded through the end of the contract which is February 28, 2024. Most funding sources have indicated to us that they have funding available through 30-60 days of operations. Beyond that, it does become a concern. The shutdown deadline is October 1st, but nothing changes for CAPK on that date, it will be business as usual. Jeremy is preparing an email to go out to the Board & all CAPK staff.

3. Jeremy said we are expected to close escrow on the 18th Street property on Friday, and BPN and Central Kitchen are in escrow.
4. Feed the need at the Kern County Fair is today and thanked Board members that are participating.
5. Jeremy Invited Rebeca Moreno to talk about plans for the M Street Navigation Center Thanksgiving Dinner. Rebecca said the meal will take place on Thanksgiving Day and there will be different stations where volunteers are needed. Information will be distributed soon.
6. Jeremy advised the Board that we will be looking for alternative locations to hold our in-person meetings until Phase II construction is completed at the new 18th Street Office. The Greater Bakersfield Chamber of Commerce has a large Board Room available to use. Board members also suggested that meetings could be held at some of CAPK's program locations.

VIII. Board Member Comments

Yolanda Ochoa said she went to the NCAP National Convention in Atlanta and said Rebecca Moreno did a great job presenting. She also went to the weatherization session and said they are working on enhancing weatherization options to include humidifiers. It was also noted that the frontline staff do not always receive recognition from upper management. Yolanda also said that the CAPK volunteers are not paid by CAPK while they are receiving training, but the volunteers should follow rules that CAPK staff has to follow, including dress code, code of conduct, etc. The staff should also give volunteers more respect and gratitude.

Michelle said that she attended the Head Start training yesterday, and one thing that brought some perspective, there are really great front-line staff and emphasized that management staff are only as good as those beneath them but noted that some staff feel they are not recognized and encouraged.

Fred Plane said he has heard wonderful feedback from people outside of CAPK about Rebeca Moreno's presentation in Atlanta. It was a worthwhile conference, and he attended a session on Fundraising and passed along the information to the Foundation staff.

IX. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, October 25, 2023
5005 Business Park North
Bakersfield, CA 93309

X. Adjournment

The meeting was adjourned at 1:37 pm.



DATE: October 4, 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 12:04 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), Nila Hogan, and Guadalupe Perez

Absent: Jonathan Mullings

Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Pritika Ram, Chief Business Development Officer; Lisa McGranahan, Director of Human Resources; Gabrielle Alexander, Director of Finance; other CAPK staff.

3. Public Comments

No one addressed the Committee.

4. New Business

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

Jerry Meade presented the above informational item to the Committee.

To meet the notice requirements for the agenda, Jerry Meade informed the Committee that the report in the agenda was outdated and thus provided an updated enrollment report through September. Jerry commented that we'll continue to offer the most updated enrollment data and present the final one at the meeting. Jerry stated that we have intentionally closed classrooms that don't have staff which represents 360 vacant slots.

Nila Hogan inquired about the report and numbers for the Stockdale location. Jerry responded that the Stockdale site is not open yet and has been a challenge.

Martiza Jimenez inquired about the report and requested to separate the sites between licensed and non-licensed.

Maritza Jimenez inquired about staffing and asked if staff need to be full-time, eight hours, have we considered hiring part-time. Jerry responded that we have considered part-time, but it's complicated because of the bargaining unit. Lisa McGranahan added that employees prefer full-time benefited work.

Jerry added that for employees continuing their education, CAPK offers paid education leave. Lisa added that we have several employees on accommodation due to various reasons including childcare. The challenge is getting employees to work 30 hours to be benefit eligible. Lisa added that CAPK may be positioned to approach the Union with job sharing in the future.

Martiza Jimenez recommended offering part-time positions to college students.

b. Reclassification of Executive Position – Jeremy T. Tobias, Chief Executive Officer – **Action Item**

Jeremy Tobias presented the above item for approval and stated that this change has been in discussion for the past couple of years, but was somewhat delayed due to the pandemic.

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

c. Reclassification of Finance Position – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item for approval.

Maritza Jimenez inquired if anyone is currently in this position and how many positions are open. Tracy replied that there is one available position.

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

d. Proposed 2024 Holiday Calendar – Lisa McGranahan, Director of Human Resources – **Action Item**

Lisa McGranahan presented the above item for approval.

Guadalupe Perez inquired if a lot of employees take time off during the holiday season and if there is enough coverage. Lisa responded that each department is generous with time off and ensures that the department has enough coverage.

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

5. **Committee Member Comments**

- Maritza Jimenez reminded all that October is breast cancer awareness and encouraged staff and committee members to get mammograms.

6. Next Scheduled Meeting

Personnel Committee
12:00 pm
November 1, 2023
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:37 pm.



MEMORANDUM

To: Personnel Committee

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

Date: October 4, 2023

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

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

For the month of September 2023, the following information is presented as of September 27, 2023:

- 590 staff employed.
- 111 vacant positions.
- Onboarded 12 staff.
- 13 resignations (11 direct services staff, two (2) administrative positions).
- Three (3) days of interviews for seven (7) open direct service positions.

There are currently 11 open requisitions for Head Start staff. Program staff continue to explore strategies to build the Head Start workforce to support full enrollment. In August 2023, the Board of Directors approved the Retention and Recruitment Incentive Plans to retain and recruit direct service staff. Program staff have been engaged with the CAPK Outreach Team to roll out a media campaign to advertise the incentive plans in the coming days.

Additionally, staff have included an Enrollment/Staffing Data Report to provide a more detailed picture of where the staffing shortages are within Head Start and how these vacancies lead to under-enrollment. It is important to note that the data only represents a date in time. This snapshot of data holds value and guides program administration on hiring strategies. Staff will review the data with the committee monthly moving forward. The report represents data from September 19, 2023. Staff have included this report for a preliminary view of September's data. However, based on the timeline in which this report is due to be submitted, the data does not reflect the entire month of September. Staff will provide the Personnel Committee with a new report reflecting the enrollment/staffing data for September at the October 4th Personnel Committee meeting.

Attachments:

Head Start Enrollment/Staffing Data Report

Enrollment Staffing Data Sheet

Site	Funded	Reportable Enrollment	% Enrolled	Budgeted Staffed	Currently Staffed	Staff Vacancies	% Staffed
Alberta Dillard (PY)	40	29	73%	9	9	0	100%
Alicante	20	19	95%	5	5	0	100%
Angela Martinez EHS	24	16	67%	9	7	2	78%
Angela Martinez HS	60	31	52%	19	12	7	63%
Bakersfield College	32	23	72%				
Blanton	16	14	88%				
Broadway (PY)	40	23	58%	9	9	0	100%
California City (PY)	20	19	95%	4	4	0	100%
California Street	24	24	100%	14	14	0	100%
Cleo Foran EHS	8	7	88%	3	3	0	100%
Cleo Foran HS	15	12	80%	6	6	0	100%
Delano (PY)	76	51	67%	19	16	3	84%
E. Cal	40	26	65%	13	13	0	100%
E. Cal EHS	12	13	108%	6	4	2	67%
Escuelita Hernandez	16	16	100%				
Fairfax (PY)	39	20	51%	9	8	1	89%
Garden Pathways	11	11	100%				
Gianone	16	4	25%	8	4	4	50%
Harvey L. Hall EHS	60	42	70%	24	18	6	75%
Harvey L. Hall	80	27	34%	25	18	7	72%
Heritage (PY)	20	20	100%	4	2	2	50%
Kennedy	16	16	100%	9	8	1	89%
Lamont (PY)	20	17	85%	4	4	0	100%
Lathrop	24	16	67%	14	12	2	86%
Lodi	24	16	67%	13	10	3	77%
M. Massei	16	16	100%	9	9	0	100%
MJM EHS	16	16	100%	6	5	1	83%
MJM HS	55	16	29%	14	9	5	64%
McFarland (PY)	20	9	45%	5	3	2	60%
Mojave (PY)	20	10	50%	4	4	0	100%
Oasis EHS (PY)	8	3	38%	3	1	2	33%
Oasis (PY)	37	18	49%	11	9	2	82%
Pete Parra EHS	48	21	44%	18	10	8	56%
Pete Parra HS	80	39	49%	23	17	6	74%
Primeros Pasos EHS	16	13	81%	6	6	0	100%
Primeros Pasos HS	60	30	50%	15	11	4	73%
Rosamond (PY)	60	32	53%	16	12	4	75%
San Diego EHS	32	27	84%	17	15	2	88%
Seibert (PY)	20	19	95%	4	4	0	100%
Shafter EHS	24	15	63%	13	13	0	100%
Shafter	20	17	85%	5	5	0	100%
St. Mary's	24	23	96%	13	13	0	100%
Stockdale HS	60	0	0%	17	1	16	6%
Sterling EHS	64	30	47%	26	20	6	77%
Sterling HS	60	48	80%	18	15	3	83%
Sunrise Villa (PY)	20	16	80%	5	5	0	100%
Taft (PY)	60	34	57%	14	12	2	86%
Taft College	42	15	36%				
Tehachapi (PY)	34	24	71%	4	4	0	100%
Vineland (PY)	20	9	45%	5	5	0	100%
Virginia (PY)	20	20	100%	4	4	0	100%
Wesley (PY)	60	28	47%	11	9	2	82%
Willow (PY)	40	22	55%	9	9	0	100%
Home Base Kern 152	152	100	66%	14	14	0	100%
SJC EHS HB 130	130	92	71%	12	10	2	83%
Total	2071	1274	62%	547	440	107	80%

Funded Enrollment	2071	1274 62%
-------------------	------	-------------

Active Enrollment	1703	1274 75%
-------------------	------	-------------

Closed Classrooms	Funded Enrollment	Staff Vacancies
Angela M. EHS ~ 24		
Class 3	8	2
Angela M. HS ~ 60		
Class C-FD	20	3
Gianone ~ 16		
Class 1	8	1
Class 2	8	3
Harvey Hall EHS ~ 80		
Class 7	8	2
Class 8	8	1
Harvey Hall HS ~ 80		
Class C-FD	20	3
Class D-FD	20	3
Lodi ~ 24		
Class 2	8	0
MJM HS ~ 55		
Class B- FD	20	2
Class C- FD	15	2
Oasis EHS ~ 8		
Class 1 (HB)	8	2
Oasis HS ~ 37		
Class B-SS	17	1
Pete Parra EHS ~ 48		
Class 5	8	2
Class 6	8	2
Pete Parra HS ~ 80		
Class D-FD	20	3
Prim. Pasos HS ~ 60		3
Class C- FD	20	
Rosamond ~ 60		
Class C	20	2
Shafter EHS ~ 24		
Class 2	8	0
Stockdale HS ~ 60		
Class A-PD	15	2
Class B-PD	15	3
Class C-PD	15	3
Class D-PD	15	3
Sterling EHS ~ 64		
Class 6	8	0
Class 7	8	1
Class 8	8	3
Taft College ~ 60		
Class 5	8	0
SJC EHS HB ~ 130		
Stockton 6	12	1
Stockton 7	12	1
Classrooms Closed	Total Slots	Staff Vacancies
29	368	54

	Slots	Staff Vacancies
Closed Enrollment	18%	50.47%
Open Enrollment	82%	49.53%



MEMORANDUM

To: Personnel Committee

From: Jeremy T. Tobias, Chief Executive Officer

Date: October 4, 2023

Subject: *Agenda Item 4(b)*: Reclassification of Executive Position – **Action Item**

In an effort to better streamline agency operations and to create a structure for better alignment of some of the Agency's key functions, Management is proposing approval of a reclassified Executive position and reorganization to be implemented immediately. The existing role of Director of Operations has grown in scope, as has the agency, and thus, this position should more accurately reflect an accurate workload and scope of responsibility.

Summary of Proposed Changes

After careful review of CAPK's operational support services, the scope of work for the Director of Operations has expanded due to the complexity and increase of demands from departments across the agency. The proposal is an upgrade of the job description of Director of Operations to be renamed to Chief Operating Officer.

Below is a description of the proposed position changes and fiscal sustainability:

Position Title	Proposed Changes	Current Grade	New Grade
Chief Operating Officer	Reclassified. The COO will oversee increased operations for facility maintenance, fleet management, IT, risk management, and business services.	14 Min: \$48.72 Mid: \$60.91 Max: \$73.10	16 Min: \$64.45 Mid: \$80.54 Max: \$96.66

Fiscal Impact and Timeframe

The proposed reclassified position is projected to have a fiscal impact of \$8,500 in salary and benefit costs for the remainder of the year. The fiscal impact for future years would be planned for during the annual budget development process.

The reclassification of the job description and fiscal impact have been reviewed and approved by the Human Resources and Finance departments, respectively.

Strategic Plan Impact

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:

Recommendation:

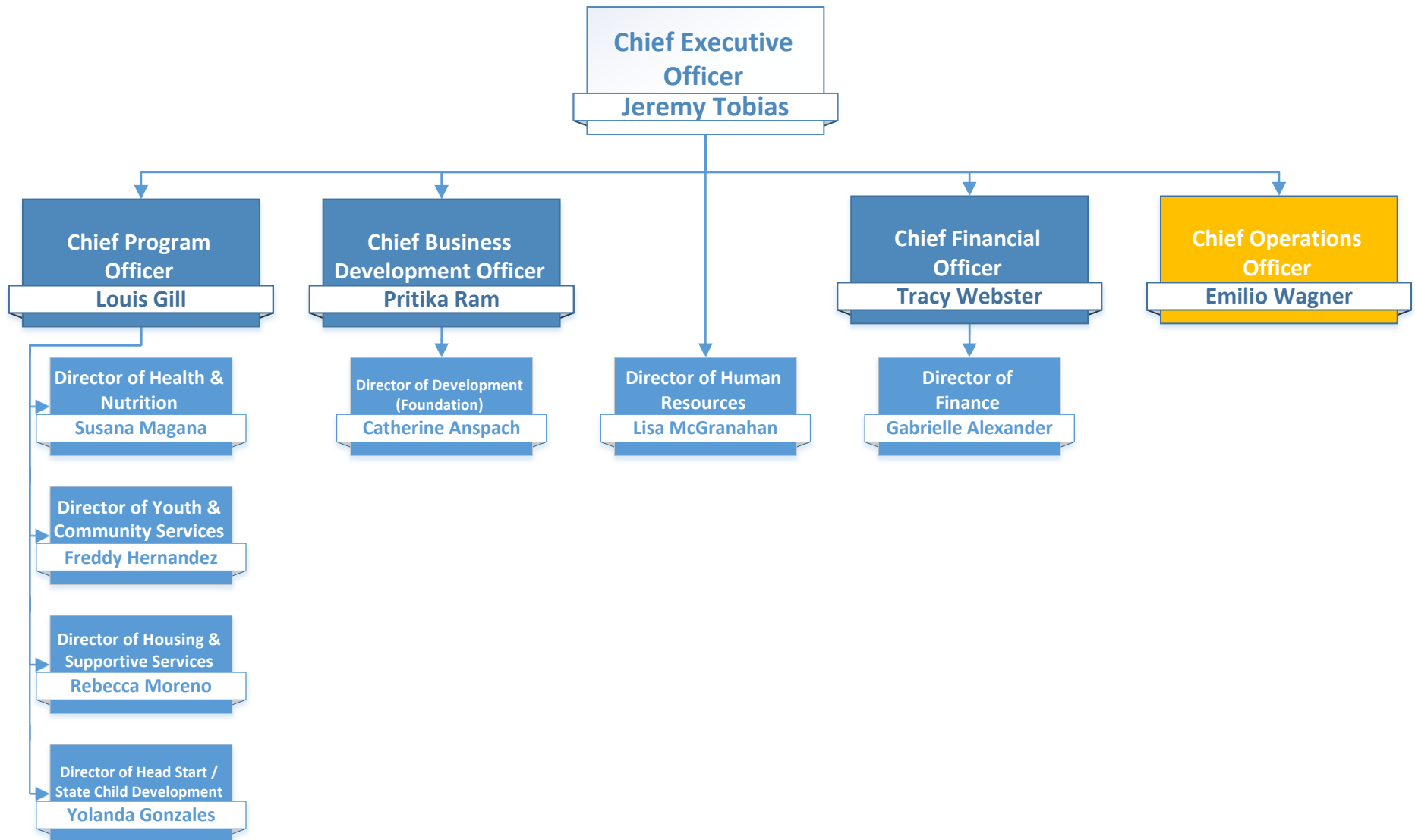
Staff recommends the Personnel Committee approve the reclassification of the Director of Operations to Chief Operating Officer and the organizational chart update.

Attachments:

Organizational Chart

Chief Operating Officer Job Description

Executive Leadership Team





Chief Operating Officer

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 16

FLSA Status: Exempt

Date Approved: TBD

SUMMARY:

Under the general direction of the Chief Executive Officer (CEO), the Chief Operating Officer (COO) will ensure that all divisions are appropriately provided support services by directing facility maintenance, fleet management, information technology, risk management, and business services. The COO will serve as the Responsible Managing Employee (RME) for agency construction projects and property improvements.

SUPERVISION RECEIVED:

Receives supervision from the CEO.

SUPERVISION EXERCISED:

Directly supervises IT Administrator, Risk Manager, and Assistant Director of Operations.

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:

- Develops short and long-range plans in coordination with the appropriate division directors related to information technology, facilities management, and maintenance, including recommended prioritization of resources.
- Communicates with Agency directors and management personnel, regulatory agencies, architects, engineers, inspectors, contractors, vendors, and others concerning facilities maintenance, operations, planning, and construction to exchange information, resolve issues, and ensure effective services.
- Responsible for property management, including leases, property acquisition, appraisal, notice of federal interest, and any permits and inspections.
- Responsible for implementing and monitoring agency security and safety.
- Oversees and monitors the work of the maintenance department, including maintenance, renovation, and new construction of all agency facilities.
- Oversees and monitors the warehouse and distribution building.
- Oversees the development of a coordinated fleet management system.
- Prepares site surveys, plot plans, drawings, lay-outs, floor plans, and other data as required to pictorially or diagrammatically present proposals or situations. This includes cost estimating, design programming and 3-D modeling, rendering, animation of proposed projects.
- Assists and coordinates the Geographic Information System (GIS) software and related equipment with appropriate staff.
- Prepares and presents project status reports to be presented to the Board of Directors



and Policy Council.

- Ensures Davis Bacon California State prevailing wage compliance with review of certified payroll, fringe benefits, accuracy of deductions, assisting, and employee interviews.
- Point of contact for all construction. Prepares required documentation for local building department to pull permits. Monitors construction by verifying work completed to plans and specs, signing off on invoices/pay applications, maintaining and organizing construction documents.
- Coordinates general liability insurance, loss control, worksite safety, workers compensation, disaster preparedness, facility inspections, and claims management.
- Oversees the Information Technology Department, ensuring network stability by planning and implementing hardware standards, resource management, and software solutions.
- Interprets and applies state and federal laws, contract rules, and regulations and policies appropriate to program operations.
- Monitors, establishes, and maintains strategies, objectives, and priorities for respective programs/contracts and appraises the CFO and CEO of the status of agency contracts/program performance on a periodic basis.
- Identifies problems with program performance regarding agency contracts and/or grants.
- Makes recommendations for and implements corrective actions.
- In conjunction with the CFO, develops and maintains an effective system of financial management and budget development that controls funds within the Division and meets all necessary financial management requirements and applicable regulations, including funding guidelines for program activities.

Other Job Specific Duties:

- Attends all meetings, trainings, conferences, and provides trainings 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 Partnership programs.
- Performs any other like duties as assigned or as needed.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and other related software applications.
- Principles and practices of finance, real estate financing, economic development, and the Davis-Bacon Act.

Ability to:

- Solve problems effectively and efficiently.



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

EDUCATION AND EXPERIENCE:

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

- Bachelor' degree in business administration, public administration, planning, construction, or closely related field preferred however, experience that demonstrates proficiency in the required skills and knowledge may be accepted in lieu of the degree requirement.
- Minimum of eight (8) to ten (10) years' experience working in facilities management, project management, or construction management.
- Possession of General Contractors license.
- Possession of Responsible Managing Employee (RME).
- Certification as Playground Safety Inspector preferred.

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

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



MEMORANDUM

To: Personnel Committee

Tracy Webster

From: Tracy Webster, Chief Financial Officer

Date: October 4, 2023

Subject: *Agenda Item 4(c)*: Reclassification of Finance Position – **Action Item**

As Community Action Partnership of Kern (CAPK) continues to strive for efficiency and to prepare for the future with succession planning, Finance is proposing the adoption of a new revised job description within the Finance Division.

Summary of Proposed Changes

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

Below is a description of the proposed position changes and fiscal sustainability:

Position Title	Proposed Changes	Current Grade	New Grade
Accounting Clerk	Reclassified from grade 5 to 6.	5 Min: \$16.84 Mid: \$19.82 Max: \$22.78	6 Min: \$18.10 Mid: \$21.31 Max: \$24.50

Fiscal Impact and Timeframe

The proposed reclassified position is projected to have a fiscal impact of \$20,800 in salary and benefit costs for the current fiscal year. The fiscal impact for future years would be planned for during the annual budget development process. The reclassification of the job description and fiscal impact have been reviewed and approved by the Human Resources and Finance departments, respectively.

Strategic Plan Impact

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

Recommendation:

Staff recommends the Personnel Committee approve the reclassification of the Accounting Clerk.

Attachments:

Accounting Clerk Job Description



Accounting Clerk

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 06

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

Responsible for the overall clerical accounting duties of the Finance Division including regular communication with vendors, inventory, file maintenance, and overall administrative support of the department.

SUPERVISION RECEIVED:

Receives supervision from the Accounts Payable 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:

- Receive, sort, and distribute to appropriate division personnel all incoming correspondence, including but not limited to mail, packages, and internal communications.
- Call vendors and communicate with leadership on various financial matters.
- Transport all bank deposits to the bank and run other deliveries as needed.
- Order and maintain division supplies keeping adequate inventory of office supplies to meet the needs of the division.
- Maintain all vendor files and assist with all other division files such as payroll and organizational documents.
- Assist in the accounts payable and general ledger areas of the division as needed.
- Assist in compiling supporting documentation for funding source monitors and auditors.
- Scan documents and file them appropriately in the electronic file systems.
- File and organize any paper documents.
- Coordinate year end document transportation to long term storage offsite.
- Perform other accounting clerical duties as assigned.

Other Job Specific Duties:

- Attend all meetings, trainings, and conferences as assigned.
- Maintain safe and functional work environment.
- Perform any other like duties as assigned.

MINIMUM QUALIFICATIONS:



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

Knowledge of:

- Organization and Finance division policies and procedures.
- Modern office practices, methods, procedures, and equipment including computers.
- Word processing, spreadsheet, general ledger database, and other related software applications.

Ability to:

- Work under frequent time pressures or deadlines.
- Use good organizational methods and procedures.
- Communicate effectively both orally and in writing.
- Follow instructions given by supervisor.
- Demonstrate strong organizational skills.
- Maintain effective working relationships with co-workers.

EDUCATION AND EXPERIENCE:

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

- High school diploma or equivalent
- Two (2) years of clerical experience, preferably in an accounting environment

OTHER REQUIREMENTS

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout.
- Be fingerprinted and pass the 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 Accounting Clerk				
Activity	Hours Per Day	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting				X



Walking			X
Standing			X
Bending (neck)			X
Bending (waist)			X
Squatting		X	
Climbing	X		
Kneeling		X	
Crawling	X		
Twisting (neck)			X
Twisting (waist)			X
Is repetitive use of hand required?			X
Simple Grasping (right hand)			X
Simple Grasping (left hand)			X
Power Grasping (right hand)		X	
Power Grasping (left hand)		X	
Fine Manipulation (right hand)			X
Fine Manipulation (left hand)			X
Pushing & Pulling (right hand)		X	
Pushing & Pulling (left hand)		X	
Reaching (above shoulder level)		X	
Reaching (below shoulder level)		X	

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



MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: October 4, 2023

Subject: *Agenda Item 4(d): 2024 Agency Holiday Schedule - Action Item*

Below is the Agency Holiday Schedule for 2024 for approval.

2024 Holiday Schedule

Date	Holiday
Monday, January 1, 2024	New Year's Day
Monday, January 15, 2024	Martin Luther King Jr. Day
Monday, February 12, 2024	Lincoln's Birthday
Monday, February 19, 2024	Presidents' Day
Monday, May 27, 2024	Memorial Day
Wednesday, June 19, 2024	Juneteenth
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day
Monday, November 11, 2024	Veteran's Day
Thursday, November 28, 2024	Thanksgiving Day
Friday, November 29, 2024	Day After Thanksgiving
Tuesday, December 24, 2024	Christmas Eve
Wednesday, December 25, 2024	Christmas Day
Tuesday, December 31, 2024	New Year's Eve

Date	Holiday
Wednesday, January 1, 2025	New Year's Day

Recommendation:

Staff recommends the Personnel Committee approve the 2024 agency holiday schedule.



September 2023 Program Monthly Reports

PRE Committee October 2023



Housing and Supportive Services

Coordinated Entry Services

M Street Homeless Navigator Center

CalAIM - Homeless Services

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

Month	September-23	Program/Work Unit	Coordinated Entry Services (CES)		
Division/Director	Rebecca Moreno	Program Manager	Joseph Aguilar		
Reporting Period	January 1, 2023 - December 31, 2023				
Program Description					
Coordinated Entry Services (CES) is the system to assist communities in ending homelessness by providing a clear and systematic pattern for helping individuals to quickly access the most appropriate services available through standardized access, a standardized assessment process, and a coordinated referral (match) process for individuals to preventions, housing, and/or other related services. The following counties are currently being served by CAPK CES, Kern County.					
Homeless Referrals/Assessments (SRV 7c)	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern County	2,537	17,325	14,000	217%	124%
Pending Assessments	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern Pending contact/call back	0	0	15	0%	0%
Performance: Number of applicants who received a response within 24 Hours	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern County	2,054	13,533	11,000	224%	123%
Explanation (Over/Under Goal Progress)					
Program Strategic Goals		Progress Towards Goal			
1. Make CES more accessible for rural and non-shelter homeless individuals		No new updates with the Drop-In Center.			
2. Increase staff recruitment and retention.		CES is currently in the process of recruiting a Program Specialist and Navigators.			
3. Build provider network support with KHS-CES		Cal Aim expansion, hiring two more FTEs for Cal Aim			
Program Highlights					

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

Month	September-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 un-sheltered individuals with pets and partners.						
Shelter Services		Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) (FNPI 4a & SRV 7b, SRV 4m)		105	1,126	1,000	126%	113%
Total Clients Served		207	2,016	2,400	104%	84%
Pets (i.e., kennel, emotional support assistance and service pet)		7	60	100	84%	60%
Residents Under 90 days length of stay		68	693	700	117%	99%
Exits to Permanent Housing (FNPI 4b)		7	89	100	84%	89%
Exits-Self		24	173	150	192%	115%
Exits-Involuntary		71	685	700	122%	98%
Case Management Services (SRV 7a)		996	6,584	8,000	149%	82%
Critical Incidents		34	336	250	163%	134%
Shelter Residents Meals (SRV 5ii)		5,401	57,610	60,000	108%	96%
Number of Volunteers (duplicated)		96	1,096	100	1152%	1096%
Volunteers Hours (duplicated)		264	2,640	1,500	211%	176%
Safe Camping		Month	YTD	YTD Goal	Month Progress	Annual Progress
Total clients served (SRV 7b)		64	596	500	154%	119%
Current client census		50	390	300	200%	130%
Meals (SRV 5ii)		2,186	21,801	15,000	175%	145%
Pets		14	123	75	224%	164%
Clients moved to Shelter (SRV 4m)		1	9	50	24%	18%
Exits to Permanent Housing (FNPI 4b)		3	17	40	90%	43%
Exits-Self		4	41	50	96%	82%
Exits-Involuntary		9	91	75	144%	121%
Critical Incidents		2	28	100	24%	28%
Safe Parking		Month	YTD	YTD Goal	Month Progress	Annual Progress
Total clients served		4	72	50	96%	144%
Current client census		4	72	50	96%	144%
Clients moved to Shelter (SRV 4m)		0	0	25	0%	0%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals		Progress Towards Goal				

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

1. Number of clients participating in job training program, (i.e. Project Hire-Up, financial Literacy, Recycling Lives, Open Door Network)	15 clients are participating in work program or job out in the community. One completed the BC Project Hire Up and one completed in ETR's Recycling Lives.
2. Increase job retention/recruitment at M street by (1) developing job descriptions that accurately reflect job performance and (2) regrading/classification of job descriptions.	Job descriptions have been completed, Program Coordinators as well as Volunteer Coordinator have changed from grade 6, to grade 7 as of 8/2023.
3. Amend M Street policy & procedure manual, intake packet post Covid.	Program Administrator is reviewing P & P manuals.
4. Increase the number of clients who transition to permanent housing by 15% from the prior year (2022 - 99) to 114 clients.	89 clients from LBNC have received permanent supportive housing since January of 2023.

M Street Navigation Center - Client Demographic Information

Race Demographic	Month
18 - 24	19
25 - 34	42
35 - 44	53
45 - 54	42
55 - 61	33
62+	18
Total:	207

Race Demographic	Month
American Indian or Alaska Native	13
Asian	3
Black or African American	43
Native Hawaiian or Other Pacific Islander	0
White	145
Multiple races	3
Client Don't know / Refused	
No Answer	
Total:	207

Gender	Month
Female	84
Male	121
Trans Female (MTF or Male to Female)	1.00

Zip Code	Month	Zip Code	Month
93301	35	94964	1
93304	20	93263	1
93305	16	93268	1
93306	10	93291	1
93307	17	93285	1
93308	33	63132	1
93309	9	73065	1
93311	4	74764	1
93312	3	98371	1
93313	2	93203	1
93314	2		
90212	1		
93206	1		
92234	1		
93726	1		
93240	1		
93241	1		
93250	2		
93501	1		
91768	1		
93555	2		
Not specified	34		
Total			207

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

Trans Male (FTM or Female to Male)	1.00
Gender Non-Conforming (i.e. not exclusively male or female)	
Client doesn't know	
Client refused	
No Answer	
Total:	207

Safe Camping - Client Demographic Information

Race Demographic	Month
18 - 24	5
25 - 34	11
35 - 44	20
45 - 54	15
55 - 61	8
62+	5
Total:	64

Race Demographic	Month
American Indian or Alaska Native	3
Asian	0
Black or African American	9
Native Hawaiian or Other Pacific Islander	1
White	47
Multiple races	4
Client Don't know / Refused	
No Answer	
Total:	64

Gender	Month
Female	31
Male	33
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	
Total:	64

Zip Code	Month	Zip Code	Month
93301	12		
93304	2		
93305	7		
93306	2		
93307	5		
93308	9		
93309	7		
93312	1		
93313	1		
93238	1		
93240	1		
90013	1		
93555	1		
93556	1		
93268	1		
75014	1		
79701	1		
Not specified	10		
Total			64

Program Highlights

3 clients moved into permanent supportive housing and one client transferred into M Street.

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

Month	September-23	Program/Work Unit		California Advancing and Innovating Medi-Cal (Cal AIM)	
Division/Director	Rebecca Moreno Director of Community Services	Program Manager	Joseph Aguilar		
Reporting Period	January to December 2023				
Program Description					
Cal AIM is a new initiative by the Department of Health Care Services (DHCS) to improve the quality of life and health outcomes of Medi-Cal beneficiaries by implementing broad delivery of system, programmatic, and payment system reforms. A key feature of Cal AIM is the introduction of a new menu of "in lieu of services" (ILOS), or Community Supports, which, at the option of a MediCal managed care health plan (MCP) and a Member, can substitute for covered Medi-Cal services as cost-effective alternatives. MCPs will be responsible for administering Community Supports. For this partnership, CAPK would serve as a Community Support providing rental assistance.					
Housing Transition Navigation Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Housing Navigator to client ratio 1:75	292	589	300	1168%	196%
Housing Deposits	Month	YTD	YTD Goal	Month Progress	Annual Progress
One time use up to \$5000 per client	9	28	25	432%	112%
Housing Tenancy and Sustaining Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Housing Navigator to client ratio 1:75	9	45	150	72%	30%
Explanation (Over/Under Goal Progress)					
Program Strategic Goals		Progress Towards Goal			
Milestone 1: 2 FTE HN to establish caseload (1:35) by 3/31/23		Completed			
Milestone 2: 2 FTE HN to establish caseload (1:35) by 6/30/2023		Completed			
Milestone 3: 4 FTE HN to increase to full capacity (1:75) by 7/31/2023		Completed			
Program Highlights					



Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

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

Month	September-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.	45	890	2,000	27%	45%
Kern County Superintendent of Schools (KCSOS) Subcontractor Direct Education provided.	925	3,519	2,000	555%	176%
Kernville Unified School District (KUSD) Subcontractor Direct Education provided.	205	1,137	1,000	246%	114%
Lamont Elementary School District (LESD) Subcontractor Direct Education provided.	835	1,714	1,000	1002%	171%
Complete the Healthy Food Pantry Assessment Toolkit (HFPAT) to identify potential growth opportunities for 6 different food pantries.	2	6	6	400%	100%
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.	2179	19,020	30,000	87%	63%
Explanation (Over/Under Goal Progress)					
The Subcontractor Numbers are on the rise as schools have reinitiated and services have been reinstated for the CFHL program inside the school districts. Funding was increased for the new Fiscal Year which will also include increasing numbers on the PRE report for CAPK and the subcontractors with the exception of KCSOS. Their funding remained the same but the numbers were also realigned with the new agreements for the fiscal year. The YTD goal will be adjusted in the October 2023 report when all agreements are executed.					
Program Strategic Goals		Progress			

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

Minimize staff turn-over and become fully staffed.	The CalFresh Healthy Living Program is fully staffed! This is the first time in the last few years there is a full team in this program. However, in August 2023, CFHL staff proposed an addition for an Outreach Specialist position to the Board of Directors which was approved. Recruitment started for this new position in September 2023 and interviews will be held in October 2023.
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 September 2023, CFHL conducted Direct Education classes in, MCAP, BGLAD, and Greenfield Family Resource Center. CFHL Started September 2023 by attending the California City Farmers Market which will be implementing the Food Navigator Program. Then the program attended community events at Rexland, BC Farmers Market, South High School, Apple Core Project, and Cirujias Sin Fronteras. These events also focused their efforts in the Hispanic community to Celebrate Hispanic Heritage Month.
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).	The CFHL team conducted 2 HFPAT's in the Month of September 2023 at the Vineland and Delano Food Pantry's. Both sites are looking forward to receiving assistance in expanding their food pantries and keep a Trauma-Informed approach when organizing their efforts.
Creative 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.	The CFHL hosted the 3rd Kern County Food Pantry Collaborative (KCFPC) meeting on August 28, 2023, with a total of 24 participants. The next meeting will be held Virtually in November 2023.

Program Highlights

The month of September 2023 was another busy month for the CFHL Program. While partnering with 3 community agencies to provide direct education, we also closed out the Fiscal Year for the program. While closing the fiscal year includes some year end program requirements, the program still attended 6 community events and were able to hand out 1390 pieces of education such as cook books, recipe cards, and flyers. The program supported events that support Hispanic Heritage month at South High Schools and Cirujia Sin Frotnera's event. by providing nutrition education and Hispanic Centered resources.

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

Month	September-23	Program/Work Unit		Food Bank		
Division/Director	Health & Nutrition, 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	Annual Goal	Month Progress	Annual Progress
Individuals Served		33,597	448,435	500,000	81%	90%
Pounds Distributed		797,246	6,862,979	9,500,000	101%	72%
Pantry Program		Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served		16,283	492,053	500,000	39%	98%
Pounds Distributed		287,217	2,433,421	3,000,000	115%	81%
Fresh Rescue		Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served		17,823	165,846	150,000	143%	111%
Pounds Distributed		171,097	1,592,121	2,000,000	103%	80%
CSFP		Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served		5,012	43,591	57,600	104%	76%
Pounds Distributed		160,384	1,394,912	1,843,200	104%	76%
Free Farmers Markets		Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served		11,171	91,128	150,000	89%	61%
Pounds Distributed		68,389	772,629	1,000,000	82%	77%
Brighter Bites		Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served		4,816	34,914	80,000	72%	44%
Pounds Distributed		24,897	176,285	300,000	100%	59%
Snack Attack		Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served		1,860	6,755	2,000	1116%	338%
Pounds Distributed		952	8,719	10,000	114%	87%
Community Events & Other		Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served		1,654	15,928	20,000	99%	80%
Pounds Distributed		198,446	1,911,325	1,000,000	238%	191%
Totals		Month	YTD	Annual Goal	Month Progress	Annual Progress
Total Individuals Served		92,215	1,303,923	1,459,600	76%	89%
Total Pounds Distributed (SRV 5jj)		1,708,628	14,297,725	22,000,000	93%	65%
Volunteers (SRV 6f)		Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training (e.g., paid partnership though service providers, duplicated)		54	334	250	259%	134%
Other Volunteers (i.e., general public, duplicated)		192	1,348	1,500	154%	90%

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

Explanation (Over/Under Goal Progress)	
In the volunteer category, we have experienced a spike in engagement from both short-term and long-term volunteers. This is due in large part to the hard work and dedication of our Agency Relations team.	
2023 Program Strategic Goals	Progress Towards 2023 Strategic Goals
Cultivate strong relationships with organizations working on food insecurity including the food policy council.	Attended multiple meetings in conjunction with other organizations to discuss the development of the food policy council.
Re-configure the pantry program from on-site shopping to online ordering.	Goal Reached.
Create additional access points in the county by adding new pantries as well as providing night and weekend pantry access.	We added 5 pantries this month. Our total pantry partner count is 148. We started the year with 119 pantry partner agencies.
Develop a classification system for measuring, tracking and increasing the nutrition level of the food distributed.	Classification of food in nutritional categories will begin in Q4 after the completion of the expansion project.
Develop a direct to client home delivery program for emergency food assistance.	Development of this program is set to begin in Q4 after the completion of the expansion project.
Program Highlights	
Feed The Need Food Drive at the Kern County Fair this month raised 30,000 pounds of food versus 21,000 in 2022. This month, Jeff Marsh joined the Food Bank Team as the Operations Supervisor. He brings a wealth of warehouse knowledge and experience that will continue to help the Food Bank become more efficient and accomplish more.	

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

Month	September-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		4	1,809	500	10%	362%
Childcare Providers (SRV 7f)		8	184	120	80%	153%
MCAP Subsidies (SRV 7e)		Month of Dec processed in Jan	YTD	Goal	Month Progress	Annual Progress
Provider Payments-Subsidies Expended		\$2,862,529	\$ 19,463,802	\$14,000,000	245%	139%
MCAP FY 2022 / 2023 Progress		Current Month	FYTD	Goal	Month Progress	Annual Progress
Child Enrollments		4	344	300	1.33%	114.67%
Provider Payments-Subsidies Expended		\$2,862,529	\$ 25,110,815	\$21,500,000	160%	117%
Explanation (Over/Under Goal Progress)						
For the month of September 2023, MCAP continued at full child enrollment, serving a total of 3033 children and issuing a record total reimbursement amount of \$ 2.86 million dollars in provider reimbursements for this month. MCAP staff is fully focused in the review of our current policies and procedures to ensure our program quality and compliance as are above current field standards. Further, we are also focused on the review of our program needs for personnel, office space and team building and strengthening activities.						
Program Strategic Goals		Progress Towards Goal				
1. Fill Staff Vacancies.		Management is working with facilities / operations team to secure additional office space in Tulare County. We need to hire an additional specialist and securing office space has been a significant challenge. Additional support in this area is necessary.				

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

The Migrant Childcare Alternative Paymen	The management team will be implementing a full program requirement review training program to promote program compliance and professional development in our team.
3. Contingency Staffing Plan & Solidify Program Growth.	Management is currently working with our Finance Director to properly budget for positions identified as necessary for our MCAP's efficient operation and continued growth.
Program Highlights	
<p>For the month of September 2023, MCAP continued to be at full enrollment capacity. We are currently serving a total of 1500 families and 3033 active children, per month. Our provider reimbursements have reached record numbers for our program, increasing provider participation, and service satisfaction among our participant families. Based on our current enrollment and reimbursement totals, MCAP is projected to earn 100% of our increased contract amount.</p>	



Youth and Community Services

East Kern Family Resource Center

Oasis Family Resource Center

Energy, Weatherization, and Utility Assistance

Friendship House Community Center

Shafter Youth Center

Volunteer Income Tax Assistance

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

Month	September-23	Program/Work Unit	East Kern Family Resource Center (EKFRC)		
Division/Director	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	0	201	125	0%	161%
Case Management-Families (SRV 7a)	0	41	50	0%	82%
Case Management-Children (SRV 7a)	0	115	125	0%	92%
Differential Response Total	0	357	300	0%	119%
First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	0	36	30	0%	120%
Children Receiving Case Management Services (SRV 7a)	0	58	30	0%	193%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	5	9	10	600%	90%
Children Educational Center Base Activities (FNPI 2b)	2	13	30	80%	43%
Children Educational Home Base Activities (FNPI 2b)	2	47	30	80%	157%
Children Summer Bridge Activities (FNPI 2b)	0	12	15	0%	80%
Family Support Services for non-clients with children 5 and under	67	391			
Collaborative Meetings Participated	1	9	12	100%	75%
First 5 Total	77	575	157	589%	366%
Walk-In Community Services (Duplicated Clients & Case	Month	YTD			
Food Assistance	202	1146			

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

House Hold Items	21	84	
Hygiene Kits	15	150	
Referrals	65	374	
Emergency Clothing	64	441	
Administrative Services & Copies	160	2436	
Transportation Services	0	26	
Education Supplies	18	71	
Covid - 19 Supplies	15	92	
Baby Supplies	20	144	
Explanation (Over/Under Goal Progress)			
Program Strategic Goals		Progress Towards Goal	
1. Find additional funding.	In the month of September we submitted 2 Grant requests from First 5. One grant in the amount of \$2500 for program supplies and one grant for \$10K for Court Mandated.		
2. Participate in community events.	EKFRC did not participate in any community events this month.		
3. Expand our reach across the East Kern Communities.	We held our monthly East Collaborative meeting. Our guest speaker was Diana Fonseca from Independent Living.. Diana explained her program and eligibility requirements.		
Program Highlights			
EKFRC is adjusting well to our new building . Our new location is accessible to the community as many are in walking distance, this has increased our numbers. In the month of September we provided 262 walk-in services and provided 202 emergency food boxes.			

Community Action Partnership of Kern
Monthly Report 2023

Month	September-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)	4	36	30	160%	120%
Children Receiving Case Management Services (SRV 7a)	4	35	30	160%	117%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	12	10	0%	120%
Children Educational Home Base Activities (FNPI 2b)	2	30	15	160%	200%
Children Summer Bridge Activities (FNPI 2b)		19	10	0%	190%
Family Support Services for non-clients with children 5 and under	29	205			
First 5 Total	39	337	95	123%	355%
Walk-In Community Services (Duplicated & Non First 5 Kern Clients)	Month	YTD			
Food/Household Items (SRV 7c)	100	831			
Household Items (SRV 7c)	115	944			
Baby Supplies	91	694			
Referrals/Administrative Services (SRV 7c)	60	520			
Court Mandated Correspondence	6	55			
Emergency Clothing (SRV 7n)	17	133			
Copies	20	165			
Educational Supplies	51	261			
Transportation Assistance (SRV 7d)	24	179			
COVID-19 Supplies (SRV 5oo)	0	65			
Total Community Services	484	3847			
Explanation (Over/Under Goal Progress)					
The Oasis FRC is on track to meet First 5 Kern goals for the fiscal year 2022-2023.					
Program Strategic Goals		Progress Towards Goal			
1. Offer Court Mandated Nurturing Parenting Class every other quarter.		Fall class is in progress, guest speakers from the Women's Center High Desert presented on the topic of Domestic violence for week 7.			

Community Action Partnership of Kern
Monthly Report 2023

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 applied for three sources of funding this month with Kern Health Systems for the Community Based Initiative grant, First 5 Kern for the DHS-F5K Family Resource grant, and the F5K mini-grant.
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 Family Resource Center participated in the Ridgecrest Veterans Stand Down Resource Fair. The Oasis FRC also received a large in kind donation of baby items from the Ridgecrest Salvation Army.
Program Highlights	
The Oasis Family Resource Center provided community services responding to a total of 228 inquiries in the month of September 2023. The Oasis FRC received great participation from volunteers in September, an intern from PathPoint program started an assignment volunteering one morning per week. Two volunteers from the LDS Church started an assignment in September and will be volunteering on a weekly basis. 18 volunteers from the Kiwanis Key Club spent an afternoon sorting and folding children clothing.	

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

Month	September-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 December 2023		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance			42			100%
Utility Payments			63,947			100%
Households Served - Weatherization			64	64	0%	100%
American Rescue Plan Act (ARPA) 2021 Ends September 2023		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		68	2,956	2,000	41%	148%
Utility Payments		\$ 100,000	3,556,377	\$ 2,565,058	47%	139%
Low-Income Household Water Assistance Program (LIHWAP) 2021 Ends December 2023		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		196	1,205	2,000	118%	60%
Utility Payments		\$ 152,000	859,572	\$1,972,332	92%	44%
Low-income Home Energy Program (LIHEAP) 2023 Ends June 2024		Month	YTD	Goal		
Households Served - Utilities Assistance		135	3,671	1,900	85%	193%
Utility Payments		\$ 179,214	5,344,179	\$ 2,587,322	83%	207%
Households Served - Weatherization		15	88	106	170%	83%
Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) 2023 Ends May 2024		Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance		9	125	145	74%	86%
Utility Payments		\$ 11,590.00	188,826	\$217,540	64%	87%
Emergency Supplemental Low-Income Energy Assistance Program (ESLIHEAP) 2023 Ends May 2025		Month	YTD	Goal		
Households Served - Utilities Assistance		582	1,484	1,000	698%	148%
Utility Payments		\$ 839,522	1,719,286	\$ 799,736	1260%	215%
Households Served - Weatherization		0	0	0	N/A	N/A
Totals		Month	YTD	Goal	Month Progress	Annual Progress
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)		990	9,505	5,900	201%	161%
Total Utility Payments		\$ 1,282,326	11,772,651	\$ 7,124,712	216%	165%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t)		15	157	170	106%	92%
Explanation (Over/Under Goal Progress)						
1) 2021 ARPA - we have moved additional funds to UA over the last 6 months (\$1,206,000) to help assist more clients, hence the big difference between our YTD and goal. 2) 2022 LIHEAP and 2021 ARPA have been fully expended. 3) 2023 ESLIHEAP - we do not expect to complete any weatherization under this contract in 2023.						

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

Program Strategic Goals	Progress Towards Goal
1) Fully implementing online client self-application for Utility Assistance	Currently in process of testing self-application system. Identifying issues and ongoing discussions with Hancock. ☐
2) Become fully staffed and trained in Weatherization and Utility Assistance	Fully staffed in both UA and WX.☐
3) Fully expend 2022 LIHEAP and 2021 ARPA contracts by end of contract dates	Both contract have been fully extended - ahead of schedule.
Program Highlights	
1) We have ongoing community, after-normal business hours, LIHWAP events in the community - to help spread the word on the water utility contract. We are working together with Cal Water and other local water districts. 2) We have seen an unprecedented need for utility assistance and our contracts are being expended at record paces.	

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

Month	September-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		40	0	44	100	0%	44%
Summer Program (Max Capacity due to COVID) (SRV 2m)		N/A	N/A	69	35	0%	71%%
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)		7		16	50	0%	32%
Medi-Cal Outreach			Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions			1012980	11,202,744	14,000,000	87%	80%
Canvasing phone calls and flyers			932	8,997	10,000	112%	90%
Explanation (Over/Under Goal Progress)							
The FHCC summer program ended on August 4th, The FHCC is currently facilitating an afterschool program and mentor program for community youth. The Medi-Cal program continues to provide community outreach and is utilizing billboards and GET to advertise Medi-Cal.							
Program Strategic Goals			Progress				
Plan and facilitate Friendship House (FHCC) Advisory Board fundraising event to benefit the Friendship House .			The FHCC Passport to Success fundraiser will be October 5th at The Collective. Sponsorships and tickets are still available.				
Recruit and secure staffing for the Friendship House.			There are no vacant positions at the FHCC.				
Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.			The FHCC was recently awarded another CalVIP grant for an Outreach Worker Program, through the City.				
Program Highlights							
The Friendship House playground is being upgraded with a poured in place rubber surfacing. The durable soft surface will provide a layer of safety for the youth and will require less maintenance. This project is part of the Friendship House fence & lighting campaign.							

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

Month	September-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		-	-	43	40	0%	108%
After School Program Enroll (FNPI 2c &SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)		21	4	33	35	137%	94%
Community Programs			Month				
Energy Program (Utility Assistance), Fitness Boot Camp, Zumba and Adult Basketball			4 groups				
Outreach Activities			Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)			0	9	6	0%	150%
Community Events (i.e., diaper, food, PPE distributions)			0	3	6	0%	50%
Adult basketball 4x per week; Energy Program hosts appointments on site, 1x per month; Fitness Boot Camp meets 1x per week; Zumba class has been happening 2x per week. Zumba and Fitness Boot Camp have been drawing crowds of 25-30 people. Adult basketball is increasing with the weather changing and affecting outdoor play. Some nights hosts 20-25 players.							
Program Strategic Goals			Progress				
1. Increase youth program registration as COVID restrictions ease up while maintaining a safe environment.			Registration for After School Programming has increased more since the public sees the SYC is picking up students at the schools.				
2. Increase attainment of program funding to provide larger variety of program offerings.			SYC is actively applying for funding opportunities in order to provide more services.				

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

3. Increase community engagement, including volunteers, social media, program participation.	SYC has attracted an CSUB intern for the After School Program.
Program Highlights	

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

Month	September-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		81	6,273	6,000	16%	105%
State		83	4,820	6,000	17%	80%
Refunds and Credits (SRV 3o) 10/01/2022 to 09/30/2023		Month	YTD			
Federal Refunds		\$75,563	\$3,368,641			
State Refunds		\$28,559	\$1,176,539			
Federal EITC (income limit \$57,414/household)		\$22,405	\$2,083,936			
CalEITC (income limit \$30,000/household)		\$6,445	\$482,186			
Total Refunds and Credits		\$132,972	\$7,111,302			
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)		11	178	150	74%	119%
Explanation (Over/Under Goal Progress)						
The difference in state vs federal returns is a result of credit eligibility for families with zero income. CA offers the Young Child Tax Credit to zero income families with a child under 6 in the amount of \$1,083. The IRS does not require or allow e-filing of returns with zero income unless it results in a refund.						
Program Strategic Goals			Progress Towards Goal			
Continue to build relationships in rural communities in order to reach more clients.			VITA staff and volunteers are attending school and fall events throughout Kern County to raise awareness of the VITA program			
Program Highlights						
CAPK VITA in partnership with United Way of Kern County has surpassed the Tax Return Goal Requirement set by the IRS. The set goal was 8,470 and we completed 8,649, with CAPK taking the lead and completing 6,498. This number is slightly different from the YTD on PRE reports because paper returns are not trackable monthly. They are provided to us during our close out meeting with the IRS which took place on 8/10/23.						



Operations

Data Services

Facilities & Maintenance

Information Technology

Risk Management

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

Month	September-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	3
Dynamic 365 Enhancements	0	0	0	1
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%
Cal AIM - 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		100%	100%
FRC Platform Updates	Many enhancements and process updates to how the FRC capture data from walk in clients and their grant obligations.		100%	100%
Feeding America Service Insights Project	Effort to digitize the intake process for our Food Bank and partner sites.		20%	20%
Facilities				
Activity	Requested	In-Progress	Processed	Processed YTD
Facility Work Orders	312	515	307	2575
Construction Projects				

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

Head Start Expansion		Harvey Hall, Pete Parra,	99%	
Food Bank Expansion		Access Road & Site Utilities	83%	
Major Maintenance Projects				
Oasis Renovation			75%	
Angela Martinez			15%	
Stockdale HS			80%	
Friendship House Lighting/Pour-in-place			60%	
Playgrounds		Sterling, Angela Martinez, Pete Parra EHS	60%	
Information & Technology				
Activity	Requested	In-Progress	Processed	Processed YTD
Help Desk Work Orders				2268
Information & Technology Projects				
Description		% Completed	Comments	
SJC WIFI Replacement		80		
SJC Firewall Replacement		100		
Head Start Expansion		60		
Risk Management				
Workers Compensation Claims		Reported	Reported YTD	
For Report Only		18	73	
First Aid		3	16	
Medical		0	8	
Modified Duty		1	6	
Lost Time		0	4	
Under Invest / Non-Ind / Students / Parents / Volunteers / Clients		0	6	
Property		2	15	
Vehicle Incident / Grand Theft Auto		3	12	
Motor Vehicle Accident		0	8	
Work Place Violence / ODs / Death		0	3	
Total		27	152	
Program Strategic Goals		Progress Towards Goal		
Develop a facility deferred maintenance program.		Initiated planning discussion for new work order system. The system will be designed to capture all deferred maintenance of facilities, incorporate associated budgets, and schedule remediation.		
Develop and implement a Data Governance		TBD		
Enhance customer experience —measured		TBD		
Program Highlights				



Community Development

Grant Development

CAPK Foundation

Outreach & Marketing

2-1-1 Kern Call Center

Community Schools Partnership Program (CSPP)

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

Month	September-23	Program/		Community Development		
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						
Outreach Social Media		Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Sessions		21,192	198,851	230,000	111%	86%
Facebook Impressions (i.e., number of times users see content)		161,000	863,955	600,000	322%	144%
Other Social Media Impressions		26,000	187,917	150,000	208%	125%
Outreach Advocacy		Outreach Special Projects				
Attended CalCAPA webinar		Assisted FHCC with the development of canvases for FHCC mixed				
Attended NCAF Webinar		Hosted feed the Need event at the Kern County fair and successfully collected 30,000 pounds of food with over 90 volunteers.				
Susana Magana Attended Sacramento for MCAP		Presentation of CAPK programs at Kern County Child Support Administrative Office				
Toured Kim Salas from Assembly woman Jasmeet Bains at the Food Bank		CSUB Outreach at Volunteer Day Fair				
		Energy Water Bill Assistance Event in partnership with Vice Mayor Gonzales at MLK Recreation Center				
		Outreach Table at Catholic Charities				
		Energy Water Bill Assistance Event in partnership with The City of Wasco				
		Community Outreach Presentation to CAPK Managers and Supervisors group				
		Developed Billboard & Bus ads for CAPK Energy Water Bill Assistance Campaign				
		Attended region 9 meeting in Las Vegas				
		Attended MCAP Quadrilla's Outreach Event				
Grants In Progress/Research		Projects				
In progress- Emergency Solutions Grant, Homeless Prevention funding opportunity for CES to provide rapid rehousing and homeless prevention measures.		Kern Food Policy Council - Technical Assistance meetings to design a council were scheduled in September and will begin in October. HeySalty has completed the draft of our feeding kern website that will house policy info and our food insecurity assessment.				
In progress- CA Recycle SB 1383 Local Grant Assistance program. The Community Development team is working on identifying a local government entity interested in applying for this opportunity as nonprofit agencies are ineligible to apply. The CAPK Food Bank aims to have a on-site composting ground to eliminate food waste.		The Community Resilience Economic Fund (CERF) continues to conduct monthly community-based and industry meetings. There is a new grant cycle, Catalyst Fund, that has opened and will be lead by the Kern Coalition in addition to Phase I Planning. The grant portion continues to be refined and the group is in the process of finalizing the Governance voting component.				
In progress- Whale Tail application from the California Coastal Commission for SYC and FHCC. This opportunity will allow students to learn more about marine life.						
In progress- City of Bakersfield grant to fund furniture and site improvements for our new admin building.						
Research- Developing a funding report on 211 and food bank. Report will outline community needs and funding gaps so that it can be presented to potential funders.						
Community Services Block Grant (CSBG)		ROMA				

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

Programs are working towards end of year reporting with the IS department.	Staff (cohort of 4 individuals) have started the ROMA courses.
	CCAP candidates are in the process of application review.
Foundation	
Developed personalized photo Plaques to recognize Food Bank sponsors	Discovery meeting with marketing team from Clinica Sierra Vista, Followed up with \$5,000 sponsorship ask for M Street Holiday Meal.
Meeting with organizer to hold Halloween dinner fundraiser to benefit M Street	Collaborated on CARE FOR KIDS grant in the amount of \$5,000 for EKFC
Attended Bakersfield Chamber Mixer at Jim Burke Ford	Attended Bakersfield West Rotary luncheon representing the SYC funding from their grant
Meeting with M Street staff to coordinate Thanksgiving Luncheon	Submitted Proposal to Clinica Sierra Vista for sponsorship of Holiday Luncheon at M Street
Submitted Take Flight grant in the amount of \$1,500 to support M Street Navigation Center.	Participated in California Assoc. of Food Banks call to collaborate on fund development.
Coordinated "Round-Up For Charity" fundraising campaign with Macy's for October launch.	Attended Gala Event for Mora Partners
Explanation (Over/Under Goal Progress)	
Program Strategic Goals	Progress Towards Goal
1. Customer Relationship Management Projects, including Volunteer Management, inter-agency Referral Management, and contract management.	Continual Need: There is a low utilization of the inter-agency referral system. Staff plans to work with IS on how to best address this issue. Contract management has not been implemented.
2. Increase grant development and marketing activities, which are aligned with the 2021-25 Strategic Plan.	Monthly Reporting by Goal leads continue. Progress is reported monthly to designated Board-Committee.
3. Agency-level adoption of Results Oriented Management & Accountability (ROMA) and Patient-Centered Data Driven Principles to programmatic and operational use.	As reported above, cohort # 3 began this month.
Program Highlights	

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

Month	September-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		Utility Service Payment		Food Pantries	
Top 3 Unmet Needs	Food Stamps		Rent Payment Assistance		Homeless Shelter	
Information and Referral Services Calls Handled		Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)		6,955	53,582	90,000	93%	60%
Kings County (SRV 7c)		270	2,274	4,000	81%	57%
Tulare County (SRV 7c)		788	7,872	18,000	53%	44%
Stanislaus County (SRV 7c)		796	7,621	19,200	50%	40%
Fresno & Madera		2,545	19,629	20,000	153%	98%
Merced & Mariposa (effective March 2022)		64	798	500	154%	160%
Total I&R Calls Handled		11,418	91,776	151,700	90%	60%
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.				12	26.7	(14.72)
Grant Funded Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)		6	66	300	24%	22%
Medi-Cal Application (SRV 7b & SRV 7c)		5	42	100	60%	42%
First 5 Help Me Grow (HMG) Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)		27	281	300	108%	94%
2-1-1 Website Visitors		Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated Visitors (i.e., accessing 2-1-1 e-services and database resources)		24,331	203,059	225,000	130%	90%
Other Calls		Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)		5,749	49,985	45,000	153%	111%
Mental Health (SRV 7c)		379	3,382	3,700	123%	91%
Health and Human Service Referrals		9,176	78,710	110,000	100%	72%
Total Other Services		15,304	132,077	158,700	116%	83%

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

Explanation (Over/Under Goal Progress)	
2-1-1 consistently aims to meet or exceed monthly and annual goals for all counties. The call volumes fluctuates throughout the year depending on weather conditions, special programs, or occasions. In previous months, the program experienced high call volumes attributed to callers request for tax preparation services and associated appointment needs. Calls have decreased in recent months and have a more predictable range. Although, Kern, Kings, Tulare, and Stanislaus are under the monthly goal, call handling continues to be a necessity for all counties served. □	
Program Strategic Goals	Progress Towards Goal
1. Recruitment	2-1-1 is recruiting for 4 Information & Referral Specialists. The program conducted interviews on 9/1 and 9/26/23 with an objective to fill vacancies. The program transitioned 2 temporary employees to permanent. The program is recruiting for 1 Program Specialist and has conducted interviews on scheduled interviews for 9/7 and 9/21/23. The program onboarded its Supervisor on 9/7/2023.
2. Retention of staff □	2-1-1 program offers database support, schedule accommodations, basic technical assistance and opportunities to recognize special occasions for existing employees to align with its overall objective of staff retention. The program also recognizes individuals for exemplary work and communicates appreciation.
3. Contract Retention	2-1-1 aims to achieve strengthened partnerships by effectively communicating, and meeting with partners and contract grantors to share performance data and discuss progress relative to its objectives, deliverables, and goals. The program is consistently working on meeting the reporting expectations of all funding sources and maintaining a trusting relationship to increase the opportunity for existing contracts to be retained.
Program Highlights	
The program has met with the appointee for the new Medi-Cal Redetermination grant and began its routine of reporting obligations to determine progress in assisting community members by guiding them on renewing their health insurance coverage.	

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

Month	September-23	Program/Work Unit	Community School Partnership Program		
Division/Director	Pritika Ram	Program Manager	Que'Mesha Banner		
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.					
Additional Requested Services	VITA	DV Assistance	Clothing		
Referral Type/ Total	M.T.S.S Total (1)	F.A.C.E Total (18)	OTHER Total (1)		
Services	Month	YTD	Annual Goal	Month Progress	Annual Progress
Families referred to Program (SRV 7c)	20	240	920	26%	26%
Total Families referred internally for Employment Resources (2-1-1)	2	33	153	16%	22%
Total Families referred internally for Food and Nutrition (2-1-1 or CalFresh)	9	73	153	71%	48%
Total Families referred internally for Housing (CES)	3	47	153	24%	31%
Total Families referred internally for Childcare (Head Start)	4	49	153	31%	32%
Total Families referred internally for Utility Assistance (Energy)	8	95	153	63%	62%
Total Families referred internally for Weatherization (Energy)	0	18	153	0%	12%
Families Receiving Case Management Services (SRV 7a)	14	137	460	37%	30%
Explanation (Over/Under Goal Progress)					
Bakersfield City School District and the Community Schools are in the second month for the 23-24 academic year. The Community School Partnership Program has hired a Case Manager for McKinley Elementary School, but she was unable to occupy the school site after receiving initial training due to becoming ill. All four Case Manager positions have been filled, but only three of the schools were occupied with a Case Manager for the month. Case Managers will continue to accept referrals from the Family and Community Engagement Liaisons and Multi-Tier System of Support team. Case Managers will also continue to utilize alternative methods to promote the program to established and incoming student-families.					
Program Strategic Goals		Progress Towards Goal			
1) Recruitment		On 9/18/23, the new Case Manager attended New Hire Orientation. Case Manager received training and toured the Community Schools for the remainder of the week. She is scheduled to report to her school site on October 2023.			

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

2) Case Management	Program Supervisor developed a Case Management Process and Timeline format to improve the Case Management structure. Program Supervisor also developed a new Family Goal Plan for Case Managers to implement S.M.A.R.T Goals with families referred to our program.
Program Highlights	
On 9/18/23, the program onboarded a case manager and all 4 case management positions have been filled.	

Application Status Report
September 2023

Name	Description	Funder	Amount Requested	Amount Awarded	Date (Approved, Denied, Or Abandoned)	Status
Regional Climate Collaboratives	Abandoned - Scope was outside of the programs/division's interests for expansion. The RCC Program is a capacity building grant program for under-resourced communities. RCC funds community-rooted and cross-sectoral partners to deepen their relationships and develop the processes, plans, and projects that will drive and sustain climate action. The goal of the program is to strengthen local coordination, leadership, knowledge, skills, and expertise with a particular focus on increasing access to funding resources for project planning and implementation within under-resourced communities. RCC was designed to serve both emerging and established Collaboratives across the state, so applicants can tailor their proposals based on their size and community context. RCC grant terms are three years.	Strategic Growth Council	\$ 1,750,000.00	\$ -	3-Sep	Abandoned
Union Pacific Foundation Local Grants	This grant will help fund and diversify care packages given to persons experiencing homelessness or are at-risk of homelessness in the East Kern/Mojave area with items such as tents, sleeping bags, and hygiene kits. The purchase of these products will increase inventory and the number of homeless clients served at the East Kern Family Resource Center.	Union Pacific	\$ 25,000.00	\$ 5,000.00	5-Sep	Awarded
Neighborhood Grants	This grant is part of our Neighborhood Grants program, through which one or more Starbucks partners (employees) nominated your organization based on the important work you are leading in our communities. During Starbucks Global Month of Good in April 2023, we received 19,000 nominations from Starbucks partners and alumni across the U.S. and Canada. Thanks to their advocacy, we are proud to recognize and support your organization as one of 1,900 nonprofits selected to receive a Neighborhood Grant (full list attached).	Starbucks Foundation	\$ 1,000.00	\$ 1,000.00	3-Aug	Awarded
2024 Community Health Improvement Grants Program	Funds will expand the FHCC Grow Fit program with Zumba classes, nutrition education, Medical registration assistance, and monthly food boxes for participants.	Dignity Health	\$ 40,973.66	\$ -		Denied
FRC RFP	First 5 Kern is providing an invitation-only Request for Proposals (RFP) opportunity to qualified agencies that facilitate and provide court-ordered parent classes, or crucial community support services, aligning with our core objectives of strengthening families, empowering parents, and ensuring children's school readiness.	First 5 Kern	\$ 10,000.00	\$ -		In-Progress
Target Community Grant	Funds will upgrade SYC's Computer Lab.	Target	\$ 5,000.00	\$ -		LOI-Submitted
VITA Leadership Institute	Grant funds for travel expenses. Funds will be used to participate in the yearly VITA conference.	US Internal Revenue Service (IRS)	\$ 1.00	\$ -		Pending
HUD FY 2023 Coordinated Entry System (CES)	Housing and Urban Development's (HUD) Community Planning and Development Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program Grants FR-6700-N-25	Bakersfield Kern Regional Homeless Collaborative	\$ 236,838.00	\$ -		Pending
Fall Request	WACOM welcomes requests for funds from ALL non-profit organizations that extend a helping hand to military and civilian members of the local community.	WACOM Thrift Shop	\$ 1,050.00	\$ -		Pending
Wonderful Community Grant	Free farmers markets in the underserved communities of Shafter, Wasco, and Delano.	Wonderful Community Grants	\$ 150,000.00	\$ -		Pending
Invitation to Day 1 Families Fund Grant	Funds should be used to assist families entering or currently experiencing homelessness â€” unsheltered or sheltered â€” to regain housing	Day 1 Families Fund	\$ 5,000,000.00	\$ -		Pending
Community Resilience Centers	Needs Assessment of Shafter to assess the community benefit and feasibility of converting SYC to a Community Resilience Center	Strategic Growth Council	\$ 988,752.00	\$ -		Pending
Community Based Organization Initiative	Homeless outreach services and resource distribution (harm reduction items) through comprehensive case management	Kern Family Health Care (KFHC)	\$ 520,428.00	\$ -		Pending

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

Funding Type	Private	CAPK Program	Shafter Youth Center
Funding Agency	Target	Project Name	CAPK SYC Computer Lab Upgrade
CFDA	N/A	Target Population	Youth
Request	\$5,000	Division Director	Freddy Hernandez
Award Period	1 year	Program Manager	Angie Nelson
Description	Funds from Target will provide new classroom desks and chairs to the SYC's Computer Lab.		

Funding Type	Private	CAPK Program	EKFRC
Funding Agency	Careforkids.org	Project Name	School supplies updates
CFDA	\$5,340	Target Population	Youth
Request	N/A	Division Director	Freddy Hernandez
Award Period	1 year	Program Manager	Anna Saavedra
Description	Funds from Careforkids.org will provide new school supplies to EKFRC's play and learn program		

Funding Type	Private	CAPK Program	EKFRC
Funding Agency	First Five Kern	Project Name	Child needs and supplies
CFDA	N/A	Target Population	Children
Request	\$2,500	Division Director	Freddy Hernandez
Award Period	1 year	Program Manager	Anna Saavedra
Description	Funds from First 5 Kern would go towards purchasing child needs and supplies such as diapers and formula.		

Funding Type	Private	CAPK Program	Oasis FRC
Funding Agency	First Five Kern	Project Name	Child Needs and supplies
CFDA	N/A	Target Population	Youth
Request	\$2,500	Division Director	Freddy Hernandez
Award Period	1 year	Program Manager	Eric Le Barbe
Description	Funds from First 5 Kern would go towards purchasing child needs and supplies such as diapers and formula		

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

Funding Type	Private	CAPK Program	Oasis FRC
Funding Agency	First Five Kern	Project Name	Court Mandated Parenting Classes
CFDA	N/A	Target Population	Youth
Request	\$10,000	Division Director	Freddy Hernandez
Award Period	1 year	Program Manager	Eric Le Barbe
Description	Funds from First 5 Kern would go towards supporting free court mandated parenting classes and providing the community with basic needs and supplies such as gas cards/bus passes and clothing.		

Funding Type	Private	CAPK Program	EKFRC
Funding Agency	First Five Kern	Project Name	Court Mandated Parenting Classes
CFDA	N/A	Target Population	Youth
Request	\$10,000	Division Director	Freddy Hernandez
Award Period	1 year	Program Manager	Anna Saavedra
Description	Funds from First 5 Kern would go towards supporting free court mandated parenting classes and providing the community with basic needs and supplies such as gas cards/bus passes and clothing.		

Recommendation	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.
-----------------------	--

Date Presented/Approved

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

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

Division/Director: Head Start/State Child Development/Yolanda Gonzales	Month/Year: September 2023
Program/Work Unit: Head Start/Early Head Start	Program Manager/Administrator: Carol Hendricks/Robert Espinosa
Services: Head Start and Early Head Start childhood education for low-moderate income children ages 0-5 in center-based, part-day or full-day environments and home-based options.	

Program	Funded Enrollment	Reportable Enrollment	Percentage	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start	1,242	755	64%	3%	4%
<ul style="list-style-type: none"> 14 Classrooms Fully Closed 	232				4%
Early Head Start	829	599	72%	14%	7%
<ul style="list-style-type: none"> 13 Classrooms Fully Closed/ 1 Classroom Partially Closed 	116				6%

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	250	312

Division Staffing = 701			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
590	111	21	45

HIGHLIGHTS: 12 staff were onboarded and had 13 resignations. Three days of interviews were conducted for 7 open direct service requisitions.

Program Update & Compliance
<p>The following events transpired in the month of September 2023:</p> <ul style="list-style-type: none"> A new process being piloted to streamline application process for families seeking Head Start services. Enrollment staff conducted Application Clinics at the Taft Center. Enrollment staff participated in a meet and greet with community members at the new Stockdale Head Start Center. In San Joaquin County, the September food experience activity was “Mexican Pizza” in celebration of Hispanic heritage month. San Joaquin County staff participated in the following recruitment/outreach activities: WIC offices and Breastfeeding Celebrations. Staff participated in multiple staff development training. Multiple staff participated in the National Community Action Partnership Conference in Atlanta, Georgia.

- On September 14, 2023, Bakersfield College center partnered with Kern Public Health to hold a car seat clinic where they assisted families with properly installing their child seats and providing parent education.
- The special purpose audit for the year ending June 30, 2023, is near completion. For the Head Start and State Child Development division, the audit has focused on the California Department of Education and California Department of Social Services component.
- The program has been providing documentation and addressing questions from the auditors.
- The program received notification that we were selected by the California Department of Education for a Contract Monitoring Review during Fiscal Year 2023-24. The review validates and ensures contract compliance and program quality. A notification will be sent when the review dates are scheduled.

Central Kitchen September 2023				
Meals & Snacks	Total # Prepared	Breakfast	Lunch	Snack
Center Totals	50,879	19,570	15,309	16,000

CACFP						
August 2023						
Total Meals Delivered			Meals Allocated		# of Meals Served	% of Meals Served
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
54,697	9,504	64,201	32,484	41,505	28,487	60%



DATE	October 18, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

Budget & Finance Committee Minutes

1. Call to Order

Committee Chair Michelle Jara-Rangel called the meeting to order at 12:01 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: Michelle Jara-Rangel (Chair), Nila Hogan and Lily Pimentel-Stratton

Absent: Denise Boshers

Others present: Jeremy Tobias, CEO; Tracy Webster, Chief Financial Officer; Pritika Ram, Chief Business Development Officer; Gabrielle Alexander, Director of Finance; Rebecca Moreno, Director of Housing & Supportive Services; Freddy Hernandez, Youth & Community Services Director; 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 August 2023 – Tracy Webster, Chief Financial Officer – **Info Item**

Tracy Webster presented the above info item and provided a summary of the two attached reports. Tracy advised the committee that this report is based on data prior to Budget Revision #2 that is being presented in a subsequent item. You will see the numbers realigned once that Budget Revision is approved.

Michelle Jara-Rangel asked if the volunteer hours from the Board count for the non-federal share match requirement. Tracy provided information on how in-kind is calculated for state contracts in relation to the non-federal match requirement and confirmed that the Board volunteer hours for time spent in meetings does count towards the non-federal share.

- b. Agency-Wide Budget Revision #2 – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item and reported there are a few reasons as to why this increase is being requested. It is attributed to the following: Head Start Carryover, an increase to the Migrant Alternative

Payment contract, realignment of Food Bank expense lines, realignment of Energy programming, and acquisition costs associated with new network switches and furnishings associated with the new building located at 1300 18th Street.

Michelle Jara-Rangel asked why there is such a big difference in the Energy category. Tracy said it is due to the realignment of the ESLIHEAP contract that will spend down the funds differently, along the lines of utilities assistance rather than direct service to support the high utility costs for our clients.

Michelle asked what is included under space cost for the Head Start budget. Tracy said it is not only the centers, it would also be any renovation, play structures, and a host of other things.

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

c. Head Start / Early Head Start Budget Revision – Jerry Meade, Head Start & Early Child Development Assistant Director – **Action Item**

Jerry Meade presented the above action item for approval and reported we have identified areas where we have savings, which is typical for this time of year. The majority of our savings is in the personnel and fringe categories. Jerry also noted there is an increase in the amount of travel, as staff have resumed in-person training. Modifications are also being made to the outdoor environments at several sites and other modifications will align with Budget to Actual to ensure we are on track to meet the requirements for each major category.

Nila Hogan asked if it affects the indirect budget based on a modified total direct cost. Tracy said, based on the modified direct cost for OMB, there are certain costs that are excluded from the indirect calculation to include a large portion of our sites cost.

Michelle Jara-Rangel asked about amounts not matching on the memo versus the Budget to Actual Report. Tracy said in the Budget Revision, the T&TA portions are included in the memo, but not on the Budget Revision.

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

d. Head Start / Early Head Start Refunding Application Detail – Jerry Meade, Head Start & Early Child Development Assistant Director – **Action Item**

Jerry Meade presented the above action item and reported that several different items have guided us in development of the refunding application for the next 5-year grant cycle starting March 1, 2024. Over the last year, staff have presented several documents and resources and we have used the data collected to make informed decisions on how to modify the Head Start / Early Head Start programs to support the communities we serve.

The main goal is to reach full enrollment, which is critical, however, current staffing levels are playing a part in not achieving those goals. The updated fringe benefit package should help to retain staff and the onboarding of new staff. Other factors are included in the staff memo.

Nila Hogan asked if there is a projected percentage or definitive number of children that won't be served. Jerry Meade said that for Head Start 306 and Early HeadStart 76 but cautioned, it is a little premature to say those are exact numbers.

Nila Hogan asked if other CAP agencies are sharing their numbers with us. Jerry Meade said staff has been very conservative with the numbers, and has had conversations with other grantees, and they are considering other major changes as well. We are looking at all program options that we may not have considered before, that are less costly than the direct services model. It's important to note that with these reductions, and being able to open more classrooms, we'll actually serve more children next year than we would be doing today with all the currently closed classrooms.

Michelle Jara-Rangel asked how many direct line positions will be impacted. Jerry said this budget shows a reduction of 59 positions, but not all are direct services positions, they include administrative positions as well. We currently have 111 open positions so with the reduction of the 59 positions, that will leave a total of 52 positions to be filled.

Michelle Jara-Rangel asked about the training of new staff that will be onboarded. Jerry Meade said the New Hire Orientation process has changed drastically, and we are excited how the changes have supported staff and is supplemented by the mentoring program by our leadership staff to support new hires.

Michelle Jara-Rangel asked how we are classifying for the FCC providers, and are they included in the budget. Jerry said yes, we are looking at it like a partnership model. A family childcare partner that is center based, would receive per child amount/contract that is enrolled in Head Start and Early Head Start. Additional funding to support that program would be in the contractual portion of the budget. Even though there is a reduction in total, there is money allotted for partnership.

Michelle Jara-Rangel asked what supplies are considered under family service supplies. Jerry said there are a variety of things that make up that expenditure category, including libraries, classroom supplies, family engagement activities, and mailings for upcoming activities. Michelle asked if reducing the age limit in the classroom would increase costs for different supplies for that age group. Tracy Webster responded we use a per child cost detailed budget for various things. Michelle asked if the same concept is used for determining the cost per employee for professional development. Jerry answered no, we do not have a per employee cost.

Lily Pimentel-Stratton asked about the reduction of 382 slots for the Head Start program, and wanted to know how staff determine which sites, and which parts of the community will be impacted. Jerry said staff uses several community assessments for the decision making and considers what are other subsidized early childhood education programs are available in those communities. Enrollment and wait list data is also used to make those decisions. Lily said she is glad the staff is being very thoughtful in that process and appreciates that the modifications are very conservative.

Michelle Jara-Rangel asked when the Board will receive an overview of the FCC program. Jerry said the program starts in July 2024. Once the policies and procedures are in place and the program has been developed, staff will present to the full board.

- e. VITA, Dept of Treasury, Internal Revenue Service, Grant Awarded – Jacquelyn Guerra, Volunteer Income Tax Assistance Program Manager - **Action Item**

Jacquelyn Guerra presented the above action item for approval and said this grant will be shared with United Way of Kern County at 23%, or \$75,000. This grant offers no cost for Volunteer Income Tax Assistance services to low-income individuals and families throughout Kern County.

Lily Pimentel-Stratton asked about the outreach to ensure all low-income residents are aware of the services provided. Jacquelyn said the CAPK Outreach team will be used for marketing to inform residents of the 26 host sites across Kern County in 2024. For the next tax season, new sites in Delano and McFarland will be available and staff is looking to offer services in Taft as that community has never received our services.

Jeremy Tobias mentioned that there will be various advertising campaigns, including GET Buses as part of the outreach campaign.

Michelle Jara-Rangel asked when the volunteer training will begin for this season. Jacquelyn said the recruitment for volunteers is a year-round process and orientation will begin in November with training starting in December, which now includes a virtual training option that will help to expand the volunteer services. Michelle asked how the staff goes about soliciting volunteers for VITA. Jacquelyn said there are recruitment flyers, and staff attend community events and now that the Outreach team has grown, it is expected that more marketing options will be available to help with the recruitment of volunteers.

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

f. Planned Parenthood, Sex Education Program – Freddy Hernandez, Youth & Community Services Director – **Action Item**

Freddy Hernandez presented the above action item for approval. The fee for service agreement is in the amount of \$35,000 with the goal of reaching at least 20 young adults, to enter into the adult parenting classes.

Lily Pimentel-Stratton asked if the focus is on education. Freddy Hernandez stated it's more of an awareness of the outcome of unsafe sex as well as the possibility of becoming young parents and teaching them what the consequences can be for unsafe sex.

Michelle Jara-Rangel wanted a bit of clarity in regard to the scope of the grant. Freddy said informational packets will be distributed through outreach efforts as well as providing classroom instruction. The education portion includes a pamphlet from Planned Parenthood regarding teen pregnancy.

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

g. Energy Subcontractor Amendments Request – Wilfredo Cruz, Energy Program Administrator – **Action Item**

Wilfredo Cruz presented the above action item and reported that over the last year, the Weatherization Team has greatly increased the amount of work being completed on clients' individual homes. This additional work has increased our costs and contract expenditure rates. This is due to several factors, including: increases in labor and

material cost, improved workflow process within our program, and the ability to provide additional weatherization services and measures to our clients per revisions in our state contracts.

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

- h. The California Department of Housing and Community Development, Emergency Solutions Grants (ESG) Program, Homeless Prevention – Karen Vazquez, Community Development Specialist – **Action Item**

Karen Vazquez presented the above action item for approval to pursue a funding application made available by the California Department of Housing and Community Development. Approximately \$1.7 million is available in disencumbered federal funds for the Emergency Solutions Grant (ESG) Homeless Prevention (HP) activity.

A combination of social services proposed with this application provides a comprehensive service delivery plan that emphasizes preventative measures. If awarded, CAPK will focus program efforts on homeless prevention. An expected milestone awardees must meet is 50% of the funds awarded must be expended 180 days after execution of the contract.

We plan to apply for the max amount available which is \$200,000 and the CES team estimates that 30 households can be assisted with up to \$5,000 in rental assistance to prevent homelessness with this one-year funding availability by the Emergency services grant homeless prevention program.

Michelle Jara-Rangel asked about the 50% contract match, and wanted to know if there is funding available for the match. Tracy Webster stated we have identified appropriate state funding that we can align to satisfy that match for this contract.

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

- i. August 2023 Financial Reports – 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 August. We were able to sustain an adequate unrestricted cash balance to cover programs such as Energy, which currently has a negative balance of \$2,376,710.

The Central Kitchen expenditures are currently 37.52% at the end of 08/31/2023 and USDA revenue is at 29.1%. expenditure is below the target of 50.0% (6 of 12 months).

CMAF is currently earning 25.9% as of August 31, 2023. The target for this period should be 16.7%. Center based state programs (CSPP, CMIG and CCTR) reflect average attendance/enrollment for the current period. CCTR is at 14.8%, CSPP is at 7.7%, and CMIG is at 1.2%. Keep in mind this is July through August and this is typically when we have less classrooms open. This will uptick in subsequent months.

Additionally, we have been operating a CCTR program in San Joaquin County sponsored by SJCOE. The current attendance is 11.2% with a target of 16.7%.

At the time of this report, the Finance Division has one vacancy in staffing. The Finance Team is currently working with SageIntacct on the accounting software platform conversion. We have stalled the go live date to ensure that all required processes will be in place.

The agency expenditure is currently at 49% for the year. This is aligned with the goal of 50.0%. In the amount for equipment, and you will notice that the budget revision will resolve the over expenditure and will realign that cost.

The Indirect Fund budget to actual report for August showed that revenue is excess expenditures by \$1,252,201 which is 79.3% of the budgeted indirect surplus. Overall expenditures are 43.0% of the budget and matches the target of 50.00% (6 of 12 months)

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

- j. County of Kern Public Health Department COVID-19 Isolation Accommodation Agreement – Rebecca Moreno, Director of Housing & Supportive Services - **Action Item**

Rebecca Moreno presented the above action item and reported in August 2023, Community Action Partnership of Kern (CAPK) submitted a proposal to the County of Kern as part of the COVID-19 Emergency Response funding. The request was approved in October 2023, and targeted to the clients of the M Street Navigation Center and the safe camping program, in partnership with the County of Kern, for the purposes of accommodating individuals at-risk of or exposure to the COVID-19 virus.

In August and October 2023, the M Street Navigation Center experienced a COVID outbreak and following the guidance of County of Kern – Public Health Department's medical staff, the agency proactively selected to isolate the facility for a duration of seven (7) days, allowing staff to protect the health of both existing and potential clients and staff.

The agency requested funds to support motel isolation for the above-mentioned individuals for a pre-determined length of stay to provide a safer environment where they can recover without being exposed to crowded shelters or public spaces. The 5-day motel accommodation includes meals, water, non-perishable food/long shelf-life items, hygiene items, as well as supplies and local mileage reimbursement for staff.

Michelle Jara-Rangel asked if a specific motel is used. Rebecca said that the Travel Lodge off Oak and California is used by M Street and other shelters when there is an outbreak. A total of fifty-seven rooms are held for accommodating the shelters who need to isolate their clients.

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

- k. US Department of Health and Human Services – California Community Action Partnership Association – Diaper Distribution Demonstration & Research Pilot Agreement – Pritika Ram, Chief Business Development – **Action Item**

Pritika Ram presented the above action item regarding our partnership with CalCAPA. In 2022 CalCAPA applied to the US Department of Health and Human Services for the Diaper Distribution Pilot Program including CAPK as a subcontractor.

The intent of the pilot program is to assist families with diaper distributions coupled with case management to measure the impact of providing: 1) Diaper and Wipe distribution and 2) family well-being development through wrap around services. The grant period is effective as of October 1, 2023 and ends by April 30, 2025. The target is to reach approximately three hundred diaper-aged children over the performance period and allocate \$125,000 for program administration.

Lily Pimentel-Stratton asked if the children/families receiving the diapers are members of the programs. Pritika said that because this is a research pilot program, we are required to record the data and track the recipients for the duration of the project. This program is also expected to bring more volume to the FRC.

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

Committee Member Comments

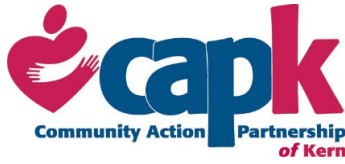
No comments.

Next Scheduled Meeting

Wednesday, November 15, 2023
5005 Business Park North
Bakersfield, CA 93309

Adjournment

The meeting was adjourned at 1:15 pm.



MEMORANDUM

To: Budget and Finance Committee

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

Date: October 18, 2023

Subject: *Agenda Item 4a: Head Start / Early Head Start Budget to Actual Report for period ended August 31, 2023 - Info Item*

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fifth-year budget period is March 1, 2023, through February 29, 2024.

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2023, through August 31, 2023. Six months (50%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 38% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 111% of the budget.

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

The non-Federal share is at 54% of the budget.

Community Action Partnership of Kern
Head Start
Budget to Actual Report
Budget Period: March 1, 2023 - February 29, 2024
 Report Period: March 1, 2023 - August 31, 2023
 Month 06 of 12 (50%)

Prepared 10/08/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,474,074	3,465,553	7,008,521	33%	67%
FRINGE BENEFITS	4,056,398	985,997	3,070,401	24%	76%
TRAVEL	-	-	-		
EQUIPMENT	-	(7,406)	7,406		
SUPPLIES	744,041	334,091	409,950	45%	55%
CONTRACTUAL	131,568	132,531	(963)	101%	-1%
CONSTRUCTION	-	-	-		
OTHER	2,707,283	1,911,774	795,509	71%	29%
INDIRECT	1,754,646	638,837	1,115,809	36%	64%
TOTAL BASE FUNDING	19,868,010	7,461,378	12,406,632	38%	62%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	33,930	7,974	81%	19%
SUPPLIES	23,986	8,972	15,014	37%	63%
CONTRACTUAL	22,800	442	22,358	2%	98%
OTHER	72,752	135,817	(63,065)	187%	-87%
INDIRECT	16,144	17,509	(1,365)	108%	-8%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	196,670	(19,084)	111%	-11%

CARRYOVER

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

GRAND TOTAL HS FEDERAL FUNDS	20,045,596	7,658,048	12,387,548	38%	62%
-------------------------------------	-------------------	------------------	-------------------	------------	------------

HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,958,398	1,706,960	251,438	87%	13%
CALIF DEPT OF ED	11,131,398	5,334,101	5,797,297	48%	52%
TOTAL NON-FEDERAL	13,089,796	7,041,061	6,048,735	54%	46%

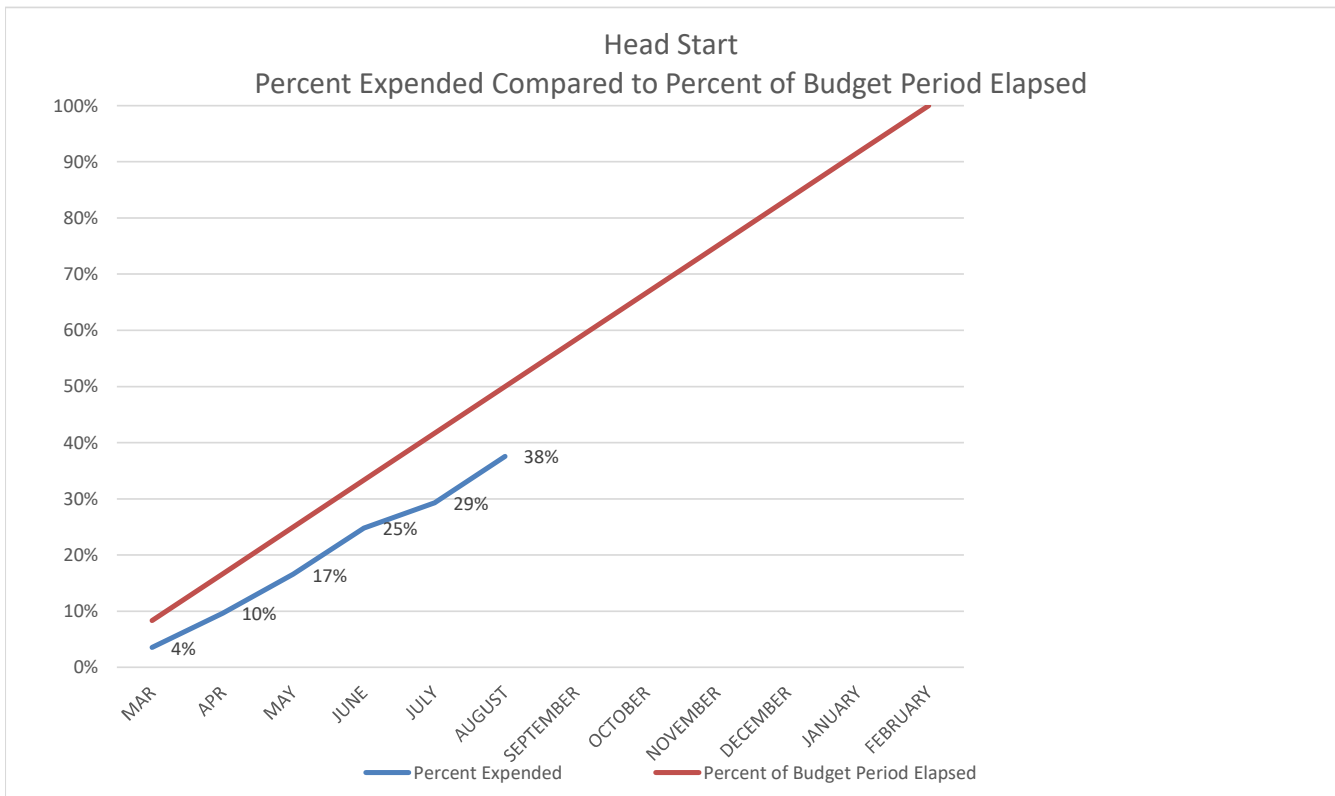
Budget reflects Notice of Award #09CH011132-05-01

Actual expenditures include posted expenditures and estimated adjustments through 08/31/2023

Administrative Cost for HS and EHS Combined 5.0%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	76,779	-	-	-	76,779	9/1/2023
Lowe's	27,052	2,024	-	-	29,076	9/3/2023
Smart & Final	406		-		406	9/1/2023
Save Mart	2,170		156	188	2,514	9/1/2023
Chevron & Texaco Business Card	10,949	-	-	-	10,949	9/6/2023
Home Depot	14,827	47	112	121	15,107	9/5/2023
	132,183	-	268	309	134,831	





MEMORANDUM

To: Budget and Finance Committee

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

Date: October 18, 2023

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

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fifth-year budget period is March 1, 2023, through February 29, 2024.

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2023, through August 31, 2023. Six months (50%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 44% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 40% of the budget.

Community Action Partnership of Kern
Early Head Start
Budget to Actual Report
Budget Period: March 1, 2023 - February 29, 2024
Report Period: March 1, 2023 - August 31, 2023
 Month 06 of 12 (50%)

Prepared 10/08/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,862,428	3,722,602	6,139,826	38%	62%
FRINGE BENEFITS	2,829,887	1,056,813	1,773,074	37%	63%
TRAVEL	-	-	-		
EQUIPMENT	-	-	-		
SUPPLIES	1,205,123	310,985	894,138	26%	74%
CONTRACTUAL	1,057,942	435,935	622,007	41%	59%
CONSTRUCTION	-	-	-		
OTHER	2,171,939	1,415,354	756,585	65%	35%
INDIRECT	1,666,021	1,319,312	346,709	79%	21%
TOTAL BASE FUNDING	18,793,340	8,261,001	10,532,339	44%	56%

TRAINING & TECHNICAL ASSISTANCE

PERSONNEL	-	-	-		
FRINGE BENEFITS	-	-	-		
TRAVEL	44,192	29,272	14,920	66%	34%
SUPPLIES	30,013	3,514	26,499	12%	88%
CONTRACTUAL	26,080	5,808	20,272	22%	78%
OTHER	212,393	87,719	124,674	41%	59%
INDIRECT	31,268	11,753	19,515	38%	62%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	138,065	205,881	40%	60%

CARRYOVER

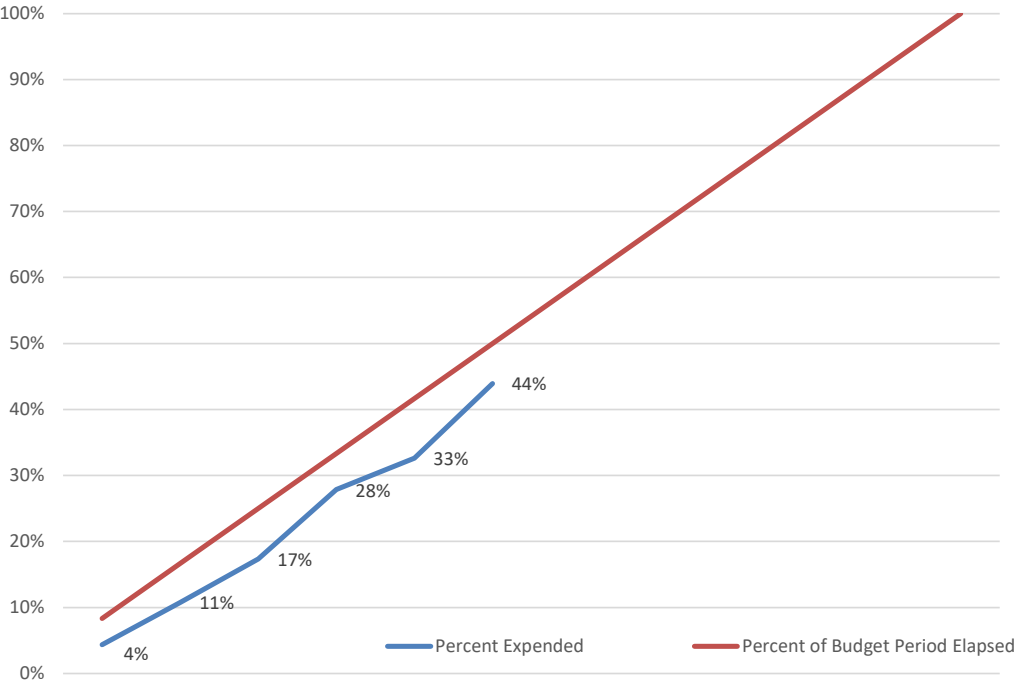
PERSONNEL		-	-		
FRINGE BENEFITS		-	-		
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	-	-	-		
OTHER	-	-	-		
INDIRECT	-	-	-		
TOTAL CARRYOVER	-	-	-		

GRAND TOTAL EHS FEDERAL FUNDS	19,137,286	8,399,066	10,738,220	44%	56%
--------------------------------------	-------------------	------------------	-------------------	------------	------------

Budget reflects Notice of Award #09CH011132-05-01

Actual expenditures include posted expenditures and estimated adjustments through 08/31/2023

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



Page 1 of 1

Percent of budget period elapsed: 50.9 %											
LOCATION	Enroll- ment	March	April	May	June	July	Aug	YTD Totals	Kern/S JC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	12,893	7,852	2,921	0	0	2,785	26,623	Kern	39,812	67%
Alicante	20	10,979	8,866	11,664	6,824	3,341	6,197	48,057	Kern	19,906	241%
Angela Martinez	60	8,111	9,756	13,679	11,828	8,755	9,408	61,536	Kern	59,718	103%
Broadway	40	5,844	8,572	3,952	0	0	648	19,056	Kern	39,812	48%
California City	20	3,962	3,239	1,327	0	0	0	8,721	Kern	19,906	44%
Cleo Foran	23	6,400	5,152	6,764	7,199	3,143	2,508	31,302	Kern	22,892	137%
Delano	76	21,579	21,523	10,293	0	0	7,763	61,282	Kern	75,643	81%
East California	52	6,966	7,633	16,447	10,427	6,476	8,442	56,391	Kern	51,756	109%
Fairfax	39	14,513	14,443	10,955	0	0	2,129	42,418	Kern	38,817	109%
Fairview	0	0	0	0	0	0	0	0	Kern	0	0%
Harvey L. Hall	140	15,666	14,424	13,787	14,253	11,611	13,291	83,032	Kern	139,343	60%
Heritage	20	6,419	4,447	2,392	0	0	702	13,960	Kern	19,906	70%
Home Base	126	13,671	16,943	8,815	7,531	6,051	7,389	60,636	Kern	62,704	97%
Lamont	20	6,800	7,113	3,715	0	0	3,913	21,791	Kern	19,906	109%
Martha J. Morgan	71	18,212	18,278	16,383	11,873	7,314	9,973	82,296	Kern	70,667	116%
McFarland	20	18,674	14,207	11,433	0	0	2,554	46,981	Kern	19,906	236%
Mojave	20	2,344	954	100	0	0	1,065	4,530	Kern	19,906	23%
Oasis	45	14,048	12,103	9,215	0	0	654	36,054	Kern	44,789	80%
Pete H. Parra	128	28,157	26,760	31,534	19,623	17,175	21,100	144,734	Kern	127,399	114%
Planz	0	0	0	0	0	0	0	0	Kern	0	0%
Primeros Pasos	76	16,591	28,746	32,941	27,910	14,522	18,261	139,603	Kern	75,643	185%
Rosamond	60	4,136	4,253	1,942	0	0	17	10,348	Kern	59,718	17%
San Diego	32	7,732	6,487	4,299	2,778	2,436	3,017	26,975	Kern	31,850	85%
Seibert	20	2,192	2,325	1,186	0	0	392	6,316	Kern	19,906	32%
Shafter	20	5,245	3,951	2,855	4,498	592	1,803	18,945	Kern	19,906	95%
Shafter HS/EHS	24	3,739	1,701	2,203	2,665	3,359	3,980	17,749	Kern	23,887	74%
Sterling	124	17,586	14,182	16,513	14,750	11,281	9,599	84,658	Kern	123,418	69%
Stockdale Head Start	60										
Sunrise Villa	20	2,987	4,203	1,784	0	0	656	9,713	Kern	19,906	49%
Taft	60	8,550	8,852	6,946	0	0	0	24,349	Kern	59,718	41%
Tehachapi	34	1,671	2,593	77	0	0	0	4,879	Kern	33,840	14%
Vineland	20	2,263	2,062	1,834	0	0	0	6,317	Kern	19,906	32%
Virginia	20	9,620	10,265	12,432	0	0	4,897	37,309	Kern	19,906	187%
Wesley	60	21,461	17,008	14,220	0	0	3,602	56,563	Kern	59,718	95%
Willow	40	10,607	9,946	6,779	0	0	2,919	30,336	Kern	39,812	76%
Administrative Services		0	0	0	0	0	0	0	Kern	0	0%
PC Planning		0	0	0	0	0	0	0	Kern	0	0%
PC By Laws		0	0	0	0	0	0	0			
Governance		451	363								

**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, 2023 through February 29, 2024
Report for period ending August 31, 2023 (Month 6 of 12)**

Percent of year elapsed: **50.0%**

LOCATION	FUNDED ENROLL- MENT	Mar 2023	Apr 2023	May 2023	June 2023	July 2023	Aug 2023	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Angela Martinez	24	2,332	2,225	2,631	2,925	1,738	2,122	13,973	103,398	14%
Kern Community College District - BC	32	27,579	13,672	20,450	23,702	22,049	23,849	131,301	137,864	95%
KCSOS - Blanton	16	33,685	6,355	8,469	37,414	13,482	29,774	129,179	68,932	187%
Garden Pathways	11	0	166	0	0	0	0	166	47,391	0%
Taft College	42	49,928	44,682	45,507	38,442	18,116	23,296	219,970	180,947	122%
Escuelita Hernandez	16	57	0	0	0	0	0	57	68,932	0%
TBD	11	0	0	0	0	0	0	0	47,391	0%
Program Services		0	0	0	0	0	0	0		
Admin Services		0	0	0	0	0	0	0		
GRAND TOTAL	152	113,580	67,100	77,056	102,484	55,385	79,040	494,646	654,854	76%

Budget reflects Notice of Award #09CH011132-05-01



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, Chief Financial Officer *Tracy Webster*

Date: October 18, 2023

Subject: *Agenda Item 4b:* Agency-Wide Budget Revision #2 – **Action Item**

The proposed revised annual budget for the 2023/24 fiscal year is presented using the following functional categories:

1. Program Services
 - Education
 - Nutrition
 - Energy Conservation
 - Community Services
 - CSBG
2. Support Services
 - Discretionary & Fund Raising
3. Indirect

The annual operating budget (program services and support services) has been revised from \$122,827,262 to \$127,513,387. The increase is attributed to the following: Head Start Carryover, increase to Migrant Alternative Payment contract, realignment of Food Bank expense lines, realignment of Energy programming, and acquisition costs associated with new network switches and furnishings associated with the new building located at 1300 18th Street. Attached is the 2023/24 annual budget with category support schedules.

The Indirect budget has been revised from \$8,054,042 to \$8,669,690 for the five support divisions: Executive, Human Resources, Finance, Operations and Program Administration. A projected cost of \$615,648 has been added for the following purposes: additional Accounting Clerk in Finance, additional Facilities Manager in Operations, space cost associated with occupancy at 18th Street, and acquisition of network switches and furnishing for 18th Street.

Recommendation

Staff recommends that the Budget & Finance Committee approve the revised annual budget for FY 2023/24.

Attachments:

- (1) *Revised Annual Budget for FY 2023/24 (11 pages)*
- (2) *Detail of Budget Revision Changes for FY 2023/24 (1 page)*

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2023/24**

	Program Services					Support Services		Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	TOTAL	
Revenue								
Government Revenue	\$ 89,594,751	\$ 15,413,644	\$ 5,421,814	\$ 9,562,696	\$ 1,791,327	\$ -	\$ 121,784,232	\$ -
Head Start Subsidy for CACFP	(1,500,335)	1,500,335	-	-	-	-	-	-
Private Revenue	-	1,823,142	-	-	-	11,520	1,834,662	-
Other Revenue	-	253,247	-	-	-	8,464	261,711	10,107,416
Donations	-	229,241	-	-	-	10,000	239,241	-
Total Revenue	\$ 88,094,416	\$ 19,219,609	\$ 5,421,814	\$ 9,562,696	\$ 1,791,327	\$ 29,984	\$ 124,119,846	\$ 10,107,416
Expenditures								
Salaries	34,805,356	4,791,680	1,762,090	4,219,812	981,358	157,156	46,717,452	4,684,733
Benefits	10,516,956	1,486,523	542,182	1,226,969	230,966	48,718	14,052,314	1,216,557
Travel	668,717	110,349	43,376	55,702	40,290	24,750	943,184	88,000
Space Cost	5,232,039	6,790,477	206,031	953,189	260,590	3,005,700	16,448,026	354,950
Supplies	2,449,189	125,671	243,983	232,451	30,245	8,800	3,090,339	264,650
Equipment	810,970	850,740	81,328	58,550	4,867	-	1,806,455	200,000
Consultant/Contract	1,309,179	648,910	921,708	830,833	27,035	30,307	3,767,972	1,049,000
Other Operating Costs	1,162,562	409,174	694,479	380,166	44,380	109,610	2,800,371	780,300
Program Costs	23,131,098	3,068,971	433,745	825,804	3,000	-	27,462,618	-
Depreciation	312,240	5,000	-	-	-	-	317,240	31,500
Indirect	7,696,110	932,114	492,892	779,220	168,596	38,484	10,107,416	-
Total Expenditures	\$ 88,094,416	\$ 19,219,609	\$ 5,421,814	\$ 9,562,696	\$ 1,791,327	\$ 3,423,525	\$ 127,513,387	\$ 8,669,690
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,393,541)	\$ (3,393,541)	\$ 1,437,726

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2023/24
BUDGET REVISION #1 (PROPOSED CHANGES)**

	Program Services					Support Services		Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	TOTAL	
Revenue								
Government Revenue	\$ 5,378,471	\$ -	\$ (771,972)	\$ 45,000	\$ 34,626	\$ -	\$ 4,686,125	\$ -
Head Start Subsidy for CACFP	-	-	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	137,489
Donations	-	-	-	-	-	-	-	-
Total Revenue	\$ 5,378,471	\$ -	\$ (771,972)	\$ 45,000	\$ 34,626	\$ -	\$ 4,686,125	\$ 137,489
Expenditures								
Salaries	814,099	-	(604,115)	-	(26,611)	-	183,373	60,800
Benefits	164,509	-	(169,573)	-	(30,864)	-	(35,928)	18,848
Travel	62,331	-	(6,757)	-	26,550	-	82,124	-
Space Cost	2,620,552	(825,740)	(31,786)	-	26,053	-	1,789,079	170,500
Supplies	66,733	-	173,799	-	11,330	-	251,862	-
Equipment	414,100	825,740	81,328	45,000	4,867	-	1,371,035	200,000
Consultant/Contract	5,825	-	141,635	-	19,285	-	166,745	-
Other Operating Costs	-	-	(10,363)	-	2,000	-	(8,363)	165,500
Program Costs	1,024,670	-	(275,961)	-	-	-	748,709	-
Depreciation	-	-	-	-	-	-	-	-
Indirect	205,652	-	(70,179)	-	2,016	-	137,489	-
Total Expenditures	\$ 5,378,471	\$ -	\$ (771,972)	\$ 45,000	\$ 34,626	\$ -	\$ 4,686,125	\$ 615,648
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (478,159)

**COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24**

	Program Services					Support Services		Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	TOTAL	
Revenue								
Government Revenue	\$ 84,216,280	\$ 15,413,644	\$ 6,193,786	\$ 9,517,696	\$ 1,756,701	\$ -	\$ 117,098,107	\$ -
Head Start Subsidy for CACFP	(1,500,335)	1,500,335	-	-	-	-	-	-
Private Revenue	-	1,823,142	-	-	-	11,520	1,834,662	-
Other Revenue	-	253,247	-	-	-	8,464	261,711	9,969,927
Donations	-	229,241	-	-	-	10,000	239,241	-
Total Revenue	\$ 82,715,945	\$ 19,219,609	\$ 6,193,786	\$ 9,517,696	\$ 1,756,701	\$ 29,984	\$ 119,433,721	\$ 9,969,927
Expenditures								
Salaries	33,991,257	4,791,680	2,366,205	4,219,812	1,007,969	157,156	46,534,079	4,623,933
Benefits	10,352,447	1,486,523	711,755	1,226,969	261,830	48,718	14,088,242	1,197,709
Travel	606,386	110,349	50,133	55,702	13,740	24,750	861,060	88,000
Space Cost	2,611,487	7,616,217	237,817	953,189	234,537	3,005,700	14,658,947	184,450
Supplies	2,382,456	125,671	70,184	232,451	18,915	8,800	2,838,477	264,650
Equipment	396,870	25,000	-	13,550	-	-	435,420	-
Consultant/Contract	1,303,354	648,910	780,073	830,833	7,750	30,307	3,601,227	1,049,000
Other Operating Costs	1,162,562	409,174	704,842	380,166	42,380	109,610	2,808,734	614,800
Program Costs	22,106,428	3,068,971	709,706	825,804	3,000	-	26,713,909	-
Depreciation	312,240	5,000	-	-	-	-	317,240	31,500
Indirect	7,490,458	932,114	563,071	779,220	166,580	38,484	9,969,927	-
Total Expenditures	\$ 82,715,945	\$ 19,219,609	\$ 6,193,786	\$ 9,517,696	\$ 1,756,701	\$ 3,423,525	\$ 122,827,262	\$ 8,054,042
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (393,541)	\$ (393,541)	\$ 1,915,885

COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
EDUCATION

	Head Start	State Dept. of Education	San Joaquin COE	County of Kern Home Visit Initiative	Migrant Alternative Payment	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Revenue	42,706,702	11,165,592	1,571,900	4,874,043	29,276,514	89,594,751
Head Start Subsidy for CACFP	(1,500,335)	-	-	-	-	(1,500,335)
Private Revenue	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
Donations	-	-	-	-	-	-
Total Revenue	\$ 41,206,367	\$ 11,165,592	\$ 1,571,900	\$ 4,874,043	\$ 29,276,514	\$ 88,094,416
Expenditures						
Salaries	20,645,733	7,804,438	1,097,973	2,785,694	2,471,518	34,805,356
Benefits	6,235,249	2,325,118	347,465	894,331	714,793	10,516,956
Travel	406,217	-	-	232,000	30,500	668,717
Space Cost	4,989,339	-	-	96,000	146,700	5,232,039
Supplies	2,283,041	-	-	110,148	56,000	2,449,189
Equipment	414,100	-	-	-	396,870	810,970
Consultant/Contract	1,238,097	20,982	3,600	25,000	21,500	1,309,179
Other Operating Costs	944,918	-	-	78,284	139,360	1,162,562
Program Costs	247,157	-	-	196,000	22,687,941	23,131,098
Depreciation	297,840	-	-	14,400	-	312,240
Indirect	3,504,676	1,015,054	122,862	442,186	2,611,332	7,696,110
Total Expenditures	\$ 41,206,367	\$ 11,165,592	\$ 1,571,900	\$ 4,874,043	\$ 29,276,514	\$ 88,094,416
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	30.2%	29.8%	31.6%	32.1%	28.9%	30.2%

COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
NUTRITION

	WIC	Snap-ED	Child and Adult Care Food Program (CACFP)			Food Bank	Food Bank Expansion	TOTAL
			Kern Central Kitchen	San Joaquin Vended Meals	Subtotal CACFP			
Revenue								
Commuity Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 410,252	\$ -	\$ 410,252
Other Government Revenue	4,346,698	1,814,696	2,098,319	203,206	2,301,525	1,868,025	5,082,700	15,413,644
Head Start Subsidy for CACFP	-	-	1,213,057	287,278	1,500,335	-	-	1,500,335
Private Revenue	-	-	-	-	-	50,000	1,773,142	1,823,142
Other Revenue	-	-	-	-	-	253,247	-	253,247
Donations	-	-	-	-	-	229,241	-	229,241
Total Revenue	\$ 4,346,698	\$ 1,814,696	\$ 3,311,376	\$ 490,484	\$ 3,801,860	\$ 2,810,765	\$ 6,855,842	\$ 19,629,861
Expenditures								
Salaries	2,518,623	655,319	843,039	-	843,039	1,049,062	-	5,066,043
Benefits	780,773	197,066	258,634	-	258,634	332,359	-	1,568,832
Travel	12,000	33,307	27,000	-	27,000	38,042	-	110,349
Space Cost	402,948	49,627	121,700	-	121,700	186,100	6,030,102	6,790,477
Supplies	40,657	16,887	6,000	-	6,000	62,127	-	125,671
Equipment	25,000	-	-	-	-	-	825,740	850,740
Consultant/Contract	-	648,910	-	-	-	16,285	-	665,195
Other Operating Costs	165,816	48,608	62,600	-	62,600	132,150	-	409,174
Program Costs	3,000	-	1,801,647	-	1,801,647	792,313	-	2,596,960
- Vended Meals	-	-	-	472,011	472,011	-	-	472,011
Depreciation	5,000	-	-	-	-	-	-	5,000
Indirect	392,881	164,972	190,756	18,473	209,229	202,327	-	969,409
Total Expenditures	\$ 4,346,698	\$ 1,814,696	\$ 3,311,376	\$ 490,484	\$ 3,801,860	\$ 2,810,765	\$ 6,855,842	\$ 19,629,861
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	31.0%	30.1%	30.7%		30.7%	31.7%		31.0%

COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
ENERGY CONSERVATION

	Energy Conservation
Revenue	
Community Services Block Grant (CSBG)	\$ -
Other Government Revenue	5,421,814
Private Revenue	-
Other Revenue	-
Donations	-
Total Revenue	\$ 5,421,814
Expenditures	
Salaries	1,762,090
Benefits	542,182
Travel	43,376
Space Cost	206,031
Supplies	243,983
Equipment	81,328
Consultant/Contract	921,708
Other Operating Costs	694,479
Program Costs	433,745
Depreciation	-
Indirect	492,892
Total Expenditures	\$ 5,421,814
Gain/(Loss)	\$ -
Benefit Rate	30.8%

**COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
COMMUNITY SERVICES**

	211	Housing Services	E Kern Family Resource Center	Ridgecrest Resource Center	VITA	Vaccine Equity Project	School Community Partnership	Youth Centers	TOTAL
Revenue									
Community Services Block Grant (CSBG)	\$ 235,268	\$ 137,516	\$ 46,256	\$ -	\$ 182,034	\$ -	\$ -	\$ 552,590	\$ 1,153,664
Other Government Revenue	1,494,337	5,166,121	260,000	213,205	1,082,924	377,000	500,000	469,109	9,562,696
Private Revenue	-	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-	-	-
Total Revenue	\$ 1,729,605	\$ 5,303,637	\$ 306,256	\$ 213,205	\$ 1,264,958	\$ 377,000	\$ 500,000	\$ 1,021,699	\$ 10,716,360
Expenditures									
Salaries	1,053,176	2,280,992	172,368	117,000	386,885	7,900	282,422	470,450	4,771,193
Benefits	304,754	644,877	37,574	35,100	101,675	2,500	87,551	130,472	1,344,503
Travel	2,620	17,500	11,350	2,000	17,322	600	17,500	12,100	80,992
Space Cost	78,000	828,848	38,700	4,500	33,252	-	-	230,479	1,213,779
Supplies	53,483	140,396	1,066	1,000	13,212	2,000	34,342	14,197	259,696
Equipment	-	-	-	45,000	13,550	-	-	4,867	63,417
Consultant/Contract	4,000	24,419	-	-	522,974	285,000	-	5,190	841,583
Other Operating Costs	76,335	138,086	13,371	2,136	100,827	-	32,730	59,061	422,546
Program Costs	-	749,104	-	-	3,500	72,700	-	3,500	828,804
Depreciation	-	-	-	-	-	-	-	-	-
Indirect	157,237	479,415	31,827	6,469	71,761	6,300	45,455	91,383	889,847
Total Expenditures	\$ 1,729,605	\$ 5,303,637	\$ 306,256	\$ 213,205	\$ 1,264,958	\$ 377,000	\$ 500,000	\$ 1,021,699	\$ 10,716,360
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	28.9%	28.3%	21.8%	30.0%	26.3%	31.6%	31.0%	27.7%	28.2%

COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
COMMUNITY SERVICES BLOCK GRANT (CSBG)

	Food Bank	211	E Kern	VITA	Youth Ctrs	Housing Services	Program Admin	TOTAL
Revenue								
Community Services Block Grant (CSBG)	\$ 410,252	\$ 235,268	\$ 46,256	\$ 182,034	\$ 552,590	\$ 137,516	\$ 227,411	\$ 1,791,327
Other Government Revenue	-	-	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-	-
Total Revenue	\$ 410,252	\$ 235,268	\$ 46,256	\$ 182,034	\$ 552,590	\$ 137,516	\$ 227,411	\$ 1,791,327
Expenditures								
Salaries	274,363	179,904	10,368	83,061	213,267	64,781	155,614	981,358
Benefits	82,309	33,976	1,574	10,528	53,317	18,139	31,123	230,966
Travel	-	-	4,000	11,000	5,790	4,500	15,000	40,290
Space Cost	-	-	15,000	24,400	191,111	30,079	-	260,590
Supplies	-	-	200	12,850	9,695	4,500	3,000	30,245
Equipment	-	-	-	-	4,867	-	-	4,867
Consultant/Contract	16,285	-	-	5,000	750	5,000	-	27,035
Other Operating Costs	-	-	-	16,575	25,055	750	2,000	44,380
Program Costs	-	-	-	3,000	-	-	-	3,000
Depreciation	-	-	-	-	-	-	-	-
Indirect	37,295	21,388	15,114	15,620	48,738	9,767	20,674	168,596
Total Expenditures	\$ 410,252	\$ 235,268	\$ 46,256	\$ 182,034	\$ 552,590	\$ 137,516	\$ 227,411	\$ 1,791,327
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	30.0%	18.9%	15.2%	12.7%	25.0%	0.0%	20.0%	23.5%

COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
DISCRETIONARY FUND & FUND RAISING FUND

	Discretionary	CAPK Foundation	Total
Revenue			
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -
Other Government Revenue	-	-	-
Private Revenue	11,520	-	11,520
Other Revenue	1,205	-	1,205
Donations	10,000	-	10,000
Transfer Released From Restriction	(408,080)	408,080	-
Total Revenue	\$ (385,355)	\$ 408,080	\$ 22,725
Expenditures			
Salaries	-	157,156	157,156
Benefits	-	48,718	48,718
Travel	-	24,750	24,750
Space Cost	3,002,200	3,500	3,005,700
Supplies	-	8,800	8,800
Equipment	-	-	-
Consultant/Contract	-	30,307	30,307
Other Operating Costs	5,260	104,350	109,610
Program Costs	-	-	-
Depreciation	-	-	-
Indirect	726	37,758	38,484
Total Expenditures	\$ 3,008,186	\$ 415,339	\$ 3,423,525
Fund Balance	-	7,259	7,259
Gain/(Loss)	\$ (3,393,541)	\$ -	\$ (3,393,541)
Benefit Rate	0.0%	31.0%	31.0%

COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
INDIRECT FUND

	Human Resources	Operations	Executive	Finance	Community Development	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -		\$ -
Other Government Revenue	-	-	-	-		-
Private Revenue	-	-	-	-		-
Other Revenue	-	-	-	-		10,107,416
Donations	-	-	-	-		-
Total Revenue	\$ -	\$ -	\$ -	\$ -		\$ 10,107,416
Expenditures						
Salaries	877,925	1,198,641	290,209	1,573,326	744,632	4,684,733
Benefits	210,702	290,474	89,965	394,580	230,836	1,216,557
Travel	9,000	25,000	25,450	9,000	19,550	88,000
Space Cost	-	351,700	-	3,250	-	354,950
Supplies	78,000	108,000	18,000	30,000	30,650	264,650
Equipment	-	200,000	-	-	-	200,000
Consultant/Contract	103,500	253,000	16,500	498,500	177,500	1,049,000
Other Operating Costs	23,000	494,250	94,400	42,250	126,400	780,300
Program Costs	-	-	-	-	-	-
Depreciation	-	31,500	-	-	-	31,500
Indirect	-	-	-	-	-	-
Total Expenditures	\$ 1,302,127	\$ 2,952,565	\$ 534,524	\$ 2,550,906	\$ 1,329,568	\$ 8,669,690
Gain/(Loss)						\$ 1,437,726
Benefit Rate	24.0%	24.2%	31.0%	25.1%	31.0%	26.0%

COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
INDIRECT FUND - FIVE YEAR HISTORY

Line Items	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	PROPOSED FY 2023/24 Budget	% Change 2023/24 Budget to 2022/23 Budget
Revenue	\$ 5,059,589	\$ 5,799,844	\$ 6,862,349	\$ 7,471,110	\$ 7,917,489	\$ 10,107,416	27.7%
Expenditures							
Personnel Costs							
Salaries	2,820,260	3,070,550	3,601,982	3,983,144	4,342,212	4,684,733	7.9%
Benefits	674,091	756,241	875,486	931,312	982,302	1,216,557	23.8%
<i>Benefit Rate</i>	23.9%	24.6%	24.3%	23.4%	22.6%	26.0%	
Total Personnel Costs	\$ 3,494,351	\$ 3,826,791	\$ 4,477,468	\$ 4,914,456	\$ 5,324,514	\$ 5,901,290	10.8%
	71.3%	72.5%	71.2%	71.9%	70.0%	68.1%	
Operating Costs							
Travel	88,750	93,650	56,750	62,350	71,150	88,000	23.7%
Space Costs	187,900	186,800	193,300	206,370	215,700	386,450	79.2%
Supplies	138,400	166,500	119,400	150,200	195,000	264,650	35.7%
Equipment	-	-	-	196,000	-	200,000	0.0%
Consultant/Contract	630,725	659,100	1,144,066	956,000	1,288,000	1,049,000	-18.6%
Other Operating Costs	363,950	345,050	298,600	352,750	511,107	780,300	52.7%
Total Operating Costs	\$ 1,409,725	\$ 1,451,100	\$ 1,812,116	\$ 1,923,670	\$ 2,280,957	\$ 2,768,400	21.4%
	28.7%	27.5%	28.8%	28.1%	30.0%	31.9%	
Total Expenditures	\$ 4,904,076	\$ 5,277,891	\$ 6,289,584	\$ 6,838,126	\$ 7,605,471	\$ 8,669,690	14.0%
Excess Indirect Revenue	\$ 155,513	\$ 521,953	\$ 572,765	\$ 632,984	\$ 312,018	\$ 1,437,726	360.8%

RECAP - EXPENDITURES BY SUPPORT DIVISION	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	PROPOSED FY 2023/24 Budget	% Change 2023/24 Budget to 2022/23 Budget
Operations	\$ 1,394,366	\$ 1,355,800	\$ 2,113,869	\$ 2,324,790	\$ 2,272,794	\$ 2,952,565	29.9%
Human Resources	1,223,465	1,034,632	917,844	1,262,307	1,288,307	1,302,127	1.1%
Finance	1,046,900	1,563,775	1,757,619	1,786,550	2,256,840	2,550,906	13.0%
Community Development	704,410	705,930	-	-	-	1,329,568	0.0%
Executive	534,935	612,204	1,145,335	1,133,815	1,337,079	534,524	-60.0%
TOTAL	\$ 4,904,076	\$ 5,272,341	\$ 5,934,667	\$ 6,507,462	\$ 7,155,020	\$ 8,669,690	21.2%

**COMMUNITY ACTION PARTNERSHIP OF KERN
APPROVED ANNUAL BUDGET 2023/24
AGENCY-WIDE - FIVE YEAR HISTORY**

EXPENDITURES BY PROGRAM SERVICE	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	PROPOSED FY 2023/24 Budget	% Change 2023/24 Budget to 2022/23 Budget
Education	\$ 42,473,221	\$ 54,886,617	\$ 60,024,566	\$ 61,574,517	\$ 61,141,000	\$ 88,094,416	44.1%
Nutrition	7,569,576	8,687,954	9,221,197	9,378,845	24,852,123	19,219,609	-22.7%
Energy Conservation	4,138,200	5,746,308	6,867,228	6,424,164	6,322,316	5,421,814	-14.2%
Community Services	1,194,256	1,549,312	4,715,591	4,764,987	6,414,298	9,562,696	49.1%
CSBG	1,469,183	1,489,531	1,489,531	1,535,543	1,530,496	1,791,327	17.0%
Discretionary & Fund Raising	41,035	41,233	203,689	284,270	311,758	3,423,525	998.1%
COVID Response	-	-	-	4,259,035	3,602,032	-	-100.0%
Total Annual Budget	<u>\$ 56,885,471</u>	<u>\$ 72,400,955</u>	<u>\$ 82,521,802</u>	<u>\$ 88,221,361</u>	<u>\$ 104,174,023</u>	<u>\$ 127,513,387</u>	22.4%

RECAP - EXPENDITURES BY CATEGORY	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	PROPOSED FY 2023/24 Budget	% Change 2023/24 Budget to 2022/23 Budget
Salaries	\$ 25,995,600	\$ 30,816,989	\$ 33,631,062	\$ 38,932,538	\$ 38,578,242	\$ 46,717,452	21.1%
Benefits	7,979,525	9,792,653	10,374,228	11,352,568	11,160,531	14,052,314	25.9%
Travel	536,271	604,666	814,611	723,003	721,930	943,184	30.6%
Space Cost	3,458,335	7,496,553	10,436,885	8,378,137	23,204,587	16,448,026	-29.1%
Supplies	1,796,041	2,343,556	2,061,180	2,639,488	3,253,861	3,090,339	-5.0%
Equipment	211,038	99,000	92,760	291,353	831,379	1,806,455	117.3%
Consultant/Contract	954,462	2,765,704	4,177,786	4,224,507	3,795,550	3,767,972	-0.7%
Other Operating Cost	2,259,160	2,805,782	2,720,184	2,571,193	3,452,283	2,800,371	-18.9%
Program Costs	8,328,674	9,513,508	11,039,753	11,336,024	11,277,182	27,462,618	143.5%
Depreciation	306,776	362,700	311,004	301,440	301,440	317,240	5.2%
Indirect	5,059,589	5,799,844	6,862,349	7,471,110	7,597,038	10,107,416	33.0%
TOTAL	<u>\$ 56,885,471</u>	<u>\$ 72,400,955</u>	<u>\$ 82,521,802</u>	<u>\$ 88,221,361</u>	<u>\$ 104,174,023</u>	<u>\$ 127,513,387</u>	22.4%



MEMORANDUM

To: Budget and Finance

From: Jerry Meade, Head Start & State Child Development Assistant Director

Date: October 18, 2023

Subject: *Agenda Item 4c: 2023-24 HS/EHS Start Budget Revision – Action Item*

As we approach the end of our fiscal year, the Head Start and State Child Development division, through ongoing monitoring and review of the budget to actuals, are proposing to reallocate any potential savings within the budget to other projects. Program staff in partnership with the Finance division have identified savings in the Head Start / Early Head Start Kern grant in the personnel and fringe categories. We attribute this to staff vacancies. It is the intent of the program to obtain approval from the Board of Directors to submit a Budget Revision to the Office of Head Start. Within this budget revision, staff are proposing to reallocate savings from the Personnel and Fringe to the categories to Travel, Equipment, Supplies, and Other categories. The table below identifies the changes proposed in the budget revision:

CATEGORY	Head Start BASE OPERATING			Early Head Start BASE OPERATING		
	ORIGINAL	NEW	CHANGE	ORIGINAL	NEW	CHANGE
Personnel	10,617,419	9,442,036	(1,175,383)	10,182,462	8,889,652	(1,292,810)
Fringe Benefits	4,241,219	3,650,298	(590,921)	3,038,739	2,516,917	(521,822)
Travel	-	70,000	70,000	-	50,000	50,000
Equipment	-	-	-	-	-	-
Supplies	717,567	744,041	26,474	859,126	1,205,123	345,997
Contractual	155,210	171,839	16,629	1,010,059	1,091,221	81,162
Facilities/Construction	-	-	-	-	-	-
Other	2,369,344	4,036,858	1,667,514	2,024,865	3,374,545	1,349,680
Indirect	1,767,251	1,752,938	(14,313)	1,678,090	1,665,883	(12,207)
TOTAL	19,868,010	19,868,010	-	18,793,341	18,793,341	-

Savings from Personnel and Fringe will augment project expenditures in the Travel category to support the increased travel opportunities for staff training. For expenditures in both Supplies and the Other categories, funds will support outdoor environment expenditures as well as the minor renovation and repair projects at HS/EHS facilities.

Recommendation

Staff recommends the Budget and Finance Committee approves the Budget Revision for Head Start and Early Head Start Kern (09CH011132) for the 2023-2024 budget periods.

Attachment:

Resolution #2023-15



RESOLUTION # 2023-15

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving a Budget Revision of Head Start and Early Head Start Grant

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on October 25, 2023, at a scheduled Board meeting and resolved as follows:

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

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

WHEREAS, the Head Start and State Child Development Division has requested to submit to the Office of Head Start a budget revision for the Head Start / Early Head Start (09CH011132), for the budget year 2023-2024; and

WHEREAS, the Head Start and State Child Development Division has requested to realign funding by major categories to support projects for the program,

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

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the submission of a budget revision request Head Start and Early Head Start grants; 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 the budget revision for the Head Start and Early Head Start grants.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 25th day of October 2023.


Fred Plane, Chair
CAPK Board of Directors

Date



MEMORANDUM

To: Budget and Finance Committee



From: Jerry Meade, Head Start & State Child Development Assistant Director

Date: October 18, 2023

Subject: *Agenda Item 4d:* 2023-24 HS/EHS Refunding Application Budget Detail – **Info Item**

As we approach the 2024-2025 program year, staff are preparing the base line refunding application for the next five-year funding cycle. Although this application represents the first funding period March 1, 2024 through February 28, 2025; the base line application will include programmatic goals that will support CAPK's strategy to best meet the greatest needs of the communities served through February 28, 2029. Programmatic changes within the first annual application include the adoption of a new compensation schedule for Head Start employees, the addition of a Family Childcare program option, revisions to the funded enrollment as well as a conversion request to realign funding from Head Start to Early Head Start. The detailed budget information below represents how the approved funding will be allocated by major category within the first budget period of the new five-year funding period.

Personnel ~ Within the Personnel category, the most significant change is realized. The increase stems from the adoption of the 2023 wage comparability data that addressed wage compression across all positions, with an intentional focus to direct services position to better align with Transitional Kindergarten.

Fringe Benefits ~ CAPK has adopted a new health insurance benefit plan that increases the CAPK contribution. The increase in this category reflects the higher contributions from this grant and other increases as they relate to wage increases.

Travel ~ Changes were made to increase travel within the Training and Technical Assistance plan, however when compared to current year approved travel (in both Base and T&TA) there is a net reduction from current year to the next fiscal period.

Supplies ~ This category includes a reduction based on the revisions to funded enrollment.

Contractual ~ Slight reductions based on consultant contracts and revisions to funded enrollment.

Other ~ Significant reductions are proposed within the other category as they relate to one-time building maintenance and repair projects completed in 2023 as well as the debt satisfaction for the Pete Parra mortgage.

Indirect ~ Indirect includes an increase tied to the Modified Total Direct Cost (MTDC) and projected increases in revenue from the CDE/CDSS contracts.

The 2024-2025 Funding Application will be presented for approval at the Board of Directors meeting on October 26, 2024. The budget details will be included for approval at that time.

Attachment:
Budget Detail

**HEAD START & EARLY HEAD START
CHILD AND ADULT CARE FOOD PROGRAM
CALIFORNIA DEPARTMENT OF EDUCATION
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
2024-2025 COMBINED BUDGET DETAIL**

BUDGETED EXPENDITURES

	2023-2024 Projected	2024-2025 Projected	VARIANCE increase (decrease)	Comments
PERSONNEL	27,729,825	29,872,204	2,142,379	Increase due to wage comparability completed 2023-24
FRINGE BENEFITS	8,961,204	9,377,829	416,625	Increase due to wage and benefit increases
TRAVEL	206,096	179,536	(26,560)	Less travel anticipated in upcoming year
EQUIPMENT	-	-	-	
SUPPLIES				
Office Supplies	317,400	317,400	-	
Child and Family Services Supplies	1,465,972	1,202,333	(263,639)	Supply reduction tied to funded enrollment revisions
Food Services Supplies	93,000	93,000	-	
Other Supplies (e.g. janitorial, training)	219,291	219,291	-	
TOTAL SUPPLIES	2,095,663	1,832,024	(263,639)	
CONTRACTUAL				
Administrative Services	125,000	125,000	-	
Training & Technical Assistance	48,880	38,880	(10,000)	Less contractual anticipated in upcoming year
Other Contracts	1,138,060	1,099,396	(38,664)	Less contractual anticipated in upcoming year
TOTAL CONTRACTUAL	1,311,940	1,263,276	(48,664)	
CONSTRUCTION				
Construction Projects	-	-	-	
TOTAL CONSTRUCTION	-	-	-	
OTHER				
Rent	975,330	1,216,203	240,873	Lease for central kitchen and use of space 18th Street
Mortgage	259,629	-	(259,629)	Debt satisfaction for Pete Parra site
Utilities, Telephone	1,352,700	1,352,700	-	
Building & Child Liability Insurance	119,700	119,700	-	
Building Maintenance/Repair	2,231,065	1,538,727	(692,338)	Reduction due to one time expenses in 2023/24
Local Travel (children)	-	-	-	
Nutrition Services	2,060,406	1,956,951	(103,455)	Reduction in costs tied to funded enrollment revisions
Child Services Consultants	100,332	100,332	-	
Volunteers	4,937	4,937	-	
Parent Services	16,305	16,305	-	
Publications/Advertising/Printing	110,750	110,750	-	
Training or Staff Development	285,145	201,705	(83,440)	Less professional dev anticipated in upcoming year
Other	588,805	588,805	-	
TOTAL OTHER	8,105,104	7,207,115	(897,989)	
INDIRECT	4,713,405	4,815,518	102,113	Increase tied to MTDC and increase in CDE earnings

BUDGETED EXPENDITURES **53,123,237** **54,547,502** **1,424,265**
REVENUES

	2023-2024 BUDGET	2023-2024 BUDGET	VARIANCE increase (decrease)	Comments
STATE & FEDERAL REVENUES				
Head Start/EHS Program Operations	38,661,351	38,661,351	-	
Head Start/EHS Training & Technical Assistance	521,532	521,532	-	
Estimated Child & Adult Care Food Program	1,795,761	2,048,788	253,027	Anticipated USDA earnings based on enrollment
Estimated California Department of Education	12,144,593	13,315,831	1,171,238	CDE Contract Adjustments for 2023-24
TOTAL STATE & FEDERAL REVENUES	53,123,237	54,547,502	1,424,265	

SUMMARY - 2023-2024

TOTAL REVENUES	54,547,502
TOTAL BUDGETED EXPENDITURES	54,547,502
DIFFERENCE	-
ESTIMATED HS/EHS ADMINISTRATIVE COST RATE:	13.26%



MEMORANDUM

To: Budget & Finance Committee

From: Jacquelyn Guerra, Program Manager

Date: October 18, 2023

Subject: *Agenda Item 4e*: VITA, Dept of Treasury, Internal Revenue Service, Grant Awarded – **Action Item**

On September 29, 2023, the Volunteer Income Tax Assistance (VITA) program received a 12-month award notice in the amount of \$325,000 from the Department of Treasury's Internal Revenue Service (IRS), to offer no cost volunteer income tax assistance services to low-income individuals and families throughout Kern County. The contract period for agreement **24VITA0111**, will be from October 1, 2023, through September 30, 2024. This grant will be shared with our partner agency, United Way of Kern County, at 23% or \$75,000.

With a new grant year, our minimum federal returns to be completed is 10,000. Last year's grant tax return goal was 8,470 and we completed 8,649 surpassing our requirement by 179 returns and bringing over \$10.1 million dollars in tax refunds to Kern County residents. We anticipate meeting our target for the 2023-24 tax season. This grant meets CAPK's mission and Strategic Goal 3, to advance economic empowerment and financial stability for low-income people in Kern County.

Recommendation:

Staff recommends the Budget and Finance Committee approve the VITA contract and authorize the Chief Executive Officer to execute the contract and any amendments throughout the duration of the contract term.

Attachment:

VITA Contract Agreement 24VITA0111

Form 13981 (April 2023)	Department of the Treasury - Internal Revenue Service Grant Agreement	VITA
-----------------------------------	---	-------------

General Federal Award Information			
Recipient name	COMMUNITY ACTION PARTNERSHIP OF KERN	Federal Award Identifier Number (FAIN)	24VITA0111
Recipient address	5005 Business Park N Bakersfield, CA 93309-1651	Federal award date	10/01/2023
		Period of performance	October 1, 2023 to September 30, 2024
		Amount of federal funds obligated	\$325,000.00
UEI	MH2JA4FK2WK1	Total amount of federal funds obligated	\$325,000.00
Indirect cost rate	10%	Total cost sharing or match required	\$325,000.00
Budget approved	\$325,000.00	Total amount of federal award + Total cost sharing or match	\$650,000.00
Minimum federal returns to be accomplished by your program	10,000	Multi-year period	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3

General Program Information	
CFDA number and name	21.009 Volunteer Income Tax Assistance (VITA) Matching Grant Program
Program source	20-2009
Federal award project description	This project enables the Volunteer Income Tax Assistance (VITA) program to extend services to underserved populations in hardest-to-reach areas, both urban and non-urban; increase the capacity to file returns electronically; heighten quality control; enhance training of volunteers; and improve significantly the accuracy rate of returns prepared at VITA sites.

Contact Information for IRS Grant Officer		
Name	Amber M Williams	
Address	Internal Revenue Service 401 W. Peachtree St. Stop 420-D Atlanta, Georgia 30308	Email address Amber.M.Williams3@irs.gov
		Email grant acceptance Grant.Program.Office@irs.gov
		Email questions Grant.Program.Office@irs.gov

This **Grant Agreement** is entered into by the Internal Revenue Service, Department of the Treasury, United States of America, hereinafter referred to as IRS, and the recipient shown above and hereinafter referred to as recipient.

Period of Performance: The Grant Agreement covers the grant period shown above and is conditional on compliance with terms and conditions in [Publication 5247](#) on [IRS.gov](#). Recipients are cautioned to review the terms and conditions specific to this agreement in its entirety prior to signing. Expenses incurred before or after this period are not covered by this grant.

No additional expense reimbursements or other payments shall be made by the IRS unless the total amount of federal award set forth above is increased in writing.

Your organization is an approved multi-year grant recipient. Your grant will be renewed in year two or year three, provided your organization meets the multi-year grant criteria as outlined in the application package for your initial multi-year award. Funding for the subsequent grant cycle may be increased or decreased, depending on the Congressional appropriation for the VITA Grant Program and your organization's performance during the grant cycle covered by this award.

Approved by an Authorized Representative of the Recipient Approved for the Internal Revenue Service by

Name (Print)	_____ Name (Print)
Title (Print)	_____ Title (Print)
Signature	
Date	10/01/2023



MEMORANDUM

To: Budget & Finance Committee

From: Freddy Hernandez, Director of Youth & Community Services

Date: October 18, 2023

Subject: *Agenda Item 4f*: Planned Parenthood, Sex Education Program – **Action Item**

On August 1, 2023, the Oasis Family Resource Center was offered a fee for service grant by Planned Parenthood, to provide sex education services to young adults throughout East Kern County. The contract period for this program is August 1, 2023 – June 30, 2024, for a contract amount of \$35,000.

The general scope for the Planned Parenthood - Sex Education, program is to provide sex education services to 20 young adults to reduce teen pregnancy throughout East 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 the approval to move forward with the Planned Parenthood – Sex Education Program 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 Agreement for the Planned Parenthood - Sex Education Program

CONTRACT SERVICES AGREEMENT

This Contract Services Agreement (the "Agreement") is made and entered into as of **August 01, 2023** (the "Effective Date"), by and between **Planned Parenthood Mar Monte, Inc. ("PPMM")**, a non-profit public benefit corporation organized under the laws of the state of California and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code with its principal place of business located at 1691 The Alameda, San Jose, CA 95126, and **Community Action Partnership of Kern (CAPK) ("Contractor")**, a non-profit with its principal place of business located at **5005 Business Park North Bakersfield, CA 93309** (each a "Party" and collectively, the "Parties") for the purpose of having Contractor perform certain **Teen Pregnancy Prevention Program Sex Ed Equity project evidence-based program delivery services** for PPMM subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. CONTRACT SERVICES

- 1.1 Performance of Services. Contractor will perform the services (the "Services") described in Appendix I attached to this Agreement and incorporated by reference herein, and in accordance with the terms and conditions set forth in this Agreement.
- 1.2 Change in Services. If, after the execution of this Agreement, there is a change in the Services to be provided by Contractor, such change shall be captured in writing as an amendment to this Agreement and shall be signed by both Parties.
- 1.3 Delivery. Contractor will submit to **PPMM** the deliverables and complete the performance of the Services specified in Appendix 1 (the "Deliverables") in accordance with the delivery schedule and other terms and conditions set forth in this Agreement and Appendix 1.
- 1.4 Failure to Complete Services; Right to Offset. If Contractor fails to complete or provide all Services as specified in this Agreement and Appendix 1 attached hereto, Contractor agrees that PPMM shall have the right to procure the services of one or more other consultants or contractors to complete or provide such Services and that PPMM shall have the right to offset and deduct the cost and charges of such other consultants and/or contractors from the amounts due Contractor hereunder.

2. PAYMENT

- 2.1 Fees. As Contractor's sole compensation for the performance of Services, PPMM will pay Contractor the fees specified in Appendix 1. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that PPMM's payment obligation will be expressly subject to Contractor's completion or achievement of certain milestones to PPMM's reasonable satisfaction.
- 2.2 Expenses. Unless otherwise explicitly provided in Appendix 1, PPMM will not reimburse Contractor for any out-of-pocket travel, lodging, or related expenses incurred by Contractor in connection with Contractor's performance of Services. If Appendix 1 explicitly provides for any such expenses to be reimbursed by PPMM, it shall be a condition of reimbursement that all expenses exceeding five hundred dollars (\$500.00) be pre-approved in writing by PPMM. As a

condition for reimbursement, Contractor will furnish **PPMM** with copies of receipts and other customary documentation for any expenses for which Contractor requests reimbursement.

- 2.3 **Payment Terms.** All fees and other amounts set forth in Appendix 1, if any, are stated in and are payable in U.S. dollars. Unless otherwise provided in Appendix 1, Contractor will invoice PPMM on a monthly basis for all fees and expenses payable to Contractor. PPMM will pay each such invoice within thirty (30) days following receipt thereof, except for any amounts that PPMM disputes in good faith. The Parties will use commercially reasonable efforts to promptly resolve any such payment disputes.

3. TERM; TERMINATION

- 3.1 **Term.** The initial term of this Agreement shall be for a period of one (1) year with subsequent automatic one (1) year renewal terms thereafter unless earlier terminated in accordance with this Section 3 or the Services as described in Appendix 1 are completed in full.
- 3.2 **Termination for Breach.** Either Party may terminate this Agreement immediately for a breach by the other Party if the other Party's breach of any provision under this Agreement or obligation under an amendment or statement of work is not cured within ten (10) days after receipt of written notice of such breach.
- 3.3 **Termination without Cause.** Either Party may terminate this Agreement for any reason upon providing the other Party with thirty (30) days' advance written notice of termination.
- 3.4 **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (i) Contractor will promptly deliver to PPMM all PPMM Innovations, including all work in progress on any PPMM Innovations not previously delivered to PPMM, if any; (ii) Contractor will promptly deliver to PPMM all Confidential Information in Contractor's possession or control; and (iii) PPMM will pay Contractor any accrued but unpaid fees due and payable to Contractor pursuant to Section 2 above.

4. RELATIONSHIP OF THE PARTIES

- 4.1 **Independent Contractor.** Contractor is an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between PPMM and Contractor. Contractor has no authority to bind PPMM by contract or otherwise. Contractor will perform Services under the general direction of PPMM, but Contractor will determine, in Contractor's sole discretion, the manner and means by which Services are accomplished, subject to the requirement that Contractor will, at all times, comply with applicable law.
- 4.2 **Taxes and Employee Benefits.** Contractor will report to all applicable government agencies as income all compensation received by Contractor pursuant to this Agreement. Contractor will be solely responsible for payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance or similar items required by any government agency. Contractor will not be entitled to any benefits paid or made available by PPMM to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by PPMM pertaining to any bonus, insurance, or similar

benefit programs. Contractor will indemnify and hold **PPMM** harmless from and against all damages, liabilities, losses, penalties, fines, expenses, and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by law on **PPMM** to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Contractor pursuant to this Agreement.

- 4.3 **Insurance.** Contractor acknowledges that **PPMM** will not carry any insurance on behalf of Contractor, including without limitation, general liability, employer practices liability, or worker's compensation. Contractor will maintain in force adequate insurance coverages to protect Contractor from claims of personal injury (or death), tangible or intangible property damage (including loss of use), employment practices liability, or worker's compensation claims that may arise out of any act or omission of Contractor. Insurance coverage requirements are further delineated in Section 2 below.

5. INTELLECTUAL PROPERTY RIGHTS

Contractor hereby does and will irrevocably assign to PPMM all of Contractor's right, title, and interest in and to any and all work product created for and/or on behalf of PPMM and all associated records including, without limitation, any and all works for hire prepared and/or produced by Contractor (collectively, "PPMM Innovations"). Contractor agrees to perform, during and after the term of this Agreement, all acts that PPMM deems necessary or desirable to permit and assist PPMM, at PPMM's own expenses, in obtaining, perfecting, and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the PPMM Innovations. Contractor covenants, represents, and warrants that each of Contractor's employees, subcontractors, or agents who perform services under this Agreement or any amendment or statement of work hereto has or will have a written agreement with Contractor that provides Contractor with all necessary rights to fulfill its obligations under this Agreement and any amendment or statement of work hereto, including, without limitation, the obligations of this Section 5. Contractor acknowledges and agrees that it forever relinquishes all right, title, and interest in PPMM Innovations and will not further use or disclose any PPMM Innovations without the express written permission of a PPMM authorized representative.

6. CONFIDENTIAL INFORMATION

The obligations of each Party regarding the use and disclosure of a Party's confidential and proprietary information is further delineated in the Confidentiality and Non-Disclosure Agreement attached as Appendix 2 to this Agreement and incorporated by reference herein.

7. WARRANTIES

- 7.1 **No Pre-existing Obligations.** Contractor represents and warrants that Contractor has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Contractor's performance of its obligations under this Agreement.

Performance Standard. Contractor represents and warrants that Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite

training, background, experience, technical knowledge and skills to perform Services.

- 7.2 Non-infringement. Contractor represents and warrants that the PPMM Innovations will not infringe, misappropriate or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity, except to the extent any portion of the PPMM Innovations is created, developed or supplied by PPMM or by a third party on behalf of PPMM.

8. INDEMNIFICATION

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all third party claims, liabilities, damages, costs, and expenses, including reasonable attorney fees, arising from the Indemnifying Party's negligent and/or intentional misconduct arising out of or related to the obligations of the Indemnifying Party under this Agreement and/or any amendments or statements of work attached hereto.

9. INSURANCE

- 9.1 Each Party shall procure and maintain, at its sole expense, comprehensive general liability insurance for bodily injury and property damage with limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate. A copy of the certificate of insurance coverage shall be provided to the other Party upon request.
- 9.2 Each Party shall also maintain workers' compensation and disability coverage as required by law with respect to all employees.
- 9.3 In the event of a cancellation, termination, or material change in policy terms of any of the above-referenced insurance coverages, each Party shall provide written notice to the other Party thirty (30) days prior to such cancellation, termination, or material change. Cancellation, termination, or a material change in policy terms shall be grounds for immediate termination of this Agreement.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

11. GENERAL

- 11.1 Assignment. Contractor may not assign or transfer this Agreement, in whole or in part, without PPMM's express prior written consent. Any attempt to assign this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.
- 11.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties irrevocably

consent to the personal jurisdiction and venue therein.

- 11.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 11.4 Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 11.5 Survival. The rights and obligations of the Parties under Sections 1.4, 5, 6, 8, 9, 11.1, 11.5, AND 11.7 will survive the expiration or termination of this Agreement.
- 11.6 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either Party to the other Party in accordance with this Section 11.6.
- 11.7 Entire Agreement. This Agreement, together with all amendments, appendices, and statements of work, constitutes the complete and exclusive understanding and agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.
- 11.8 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature transmitted by facsimile or in a .pdf file shall have the same effect as an original signature. Each Party represents and warrants that the representatives signing this Agreement on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

PLANNED PARENTHOOD MAR MONTE
"PPMM"

Community Action Partnership of Kern
"Contractor"

Name: Courtney Macavinta

Title: VP of Learning

Name: Jeremy T. Tobias

Title: Chief Executive Officer

APPENDIX 1

SCOPE OF WORK

Evidence-Based Program Delivery Services for PPMM FY24 Sex Ed Equity (S.E.E.) Project funded by HHS Office of Population Affairs (OPA) Teen Pregnancy Prevention Program (TPPP)

About the project (TP1AH000316)

In alignment with TPPP requirements, the purpose of PPMM's S.E.E. project is to:

- Advance health equity in adolescent health through sustained evidence-based sex ed in areas and among youth of color who have been historically underserved and live in counties with adolescent pregnancy rates, and at least one STI rate, above the national average.
- Make systems-level progress by building the capacity of parents, caregivers, and other caring adults (such as teachers and youth development CBO staff) to support youth where they live, learn, work, play, and worship.
- The S.E.E. project is designed as a 5-year OPA-funded project. Each fiscal year, PPMM and the Contractor will review the Contractor's success with the scope-of-work in May of Q4 of each fiscal year and will draft an updated contract for continuation of services (or discontinue the contract upon mutual agreement per the contract terms above).

I. CONTRACTOR RESPONSIBILITIES

MILESTONE requirements for Contractor:

- Detailed requirements will be provided for each Milestone via email, meetings, and the Contractor's *S.E.E. Partner Roadmap*.
- Deliverables must be approved/accepted by Program Impact Director before the Contractor submitting Quarterly Invoice and in alignment with the required budget expenditure documentation outlined in Appendix 2. (The Scope of Work Milestone deliverables may be changed by PPMM in writing at the start of each quarter.)
- PPMM *may* request in the future that the Contractor sign a Media Release to share content (as appropriate and mutually agreed upon) about the project on social media, for example.
- Utilize cloud-based secure platforms provided by PPMM for content collaboration and delivery for duration of SOW (e.g. SmartSheet) with the exception of email correspondence, including meeting the detailed completion dates within each Milestone period as outline in the Contractor's *S.E.E. Partner Roadmap*.
- **Pilot** the EBP LiFT, with (1) CAPK Facilitator and (1) PPMM Facilitator, to 20 qualifying participants (*1 parent/guardian with their 1 youth age 13-19*) recruited and hosted by CAPK by June 30, 2024.
- **Distribute** 75 PPMM Plan A Recruitment Packets by May 30, 2024 to participant candidates (*people who can become pregnant and are ages 16-19*). CAPK only must distribute the packets (marketing) provided by PPMM to qualifying youth candidates throughout its service territory (such as via WIC sites)—PPMM delivers the EBP online directly to any youth who sign up.

FY24-Q1 Milestone 1.0: Project Engagement and Planning Period
Q1 Milestone Project Fee Budget: \$5,000.00 (Invoice Date: Sept. 30, 2023)
Contractor will: 1.1. As outlined in PPMM's TP1AH000316 application, and per Appendix 2: Allocate designated staff to attend project-planning sessions, and complete required training, milestones to implement an evidence-based sex education program (<i>EBP Replication</i>) in the designated Setting(s) (e.g. Community Based CAPK Site) no later than <u>Jan. 01, 2024</u> to: a. Pilot the EBP LiFT, with (1) CAPK Facilitator and (1) PPMM Facilitator, to <u>20</u> qualifying

participants (*1 parent/guardian with their 1 youth age 1-18*) recruited and hosted by CAPK by June 30, 2024.

- b. **Distribute 75 PPMM Plan A Recruitment Packets by May 30, 2024** to participant candidates (people who can become pregnant and are age 16-19). CAPK only must distribute the packets (marketing) provide by PPMM to qualifying youth candidates throughout its service territory (such as via WIC sites)—PPMM delivers the EBP online to any youth who sign up.

1.2. Engage its organization’s internal stakeholders and leadership to continuously support the Contractor’s activities outlined in this agreement, as detailed in the **Community Action Partnership of Kern (CAPK)** Letter of Commitment submitted with PPMM’s TPPP application for FY24-28

S.E.E. project. UWK agrees to:

- a. Participate in the S.E.E. project as a contractor, serving as a county-based partner that delivers evidence-based program(s) to the target population as described in 1.1.
- b. Engage in activities outlined in this agreement regarding *EBP Replication*, and its *S.E.E. Partner Roadmap*, that result in increased access to sex education and healthcare for youth (with a special focus on youth of color) in Kern County.
- c. Collaborate with PPMM, and the project’s *Community Collective*, S.E.E. Project partners to support the shared community goal of decreasing teen pregnancy and teen births. Contractor will specifically engage in this goal by assuming a scope of work with (1) evidence-based program (EBP) replication with fidelity and (2) shared responsibility (with PPMM) for the establishment and coordination of a community collective.

1.3. Schedule with PPMM the *S.E.E. Partner Roadmap development sessions* (in-person, virtual, hybrid) to confirm:

- a. Designated County implementation Settings and Sites per project requirements.
- b. Program and Materials Review: EBP(s) final selection for each Setting/Site in consultation with key stakeholders such as Site staff, target youth population, parents/caregivers, and/or community youth service providers.
- c. EBP Fidelity and Training Requirements and target completion dates.
- d. Key logistical milestones for the partner to begin successfully delivering EBP no later than Jan. 01, 2024, including any legal agreements between UWK and school Sites for Contractor to deliver EBP as school-based sex ed to students.
- e. Other required sections of the *S.E.E. Partner Roadmap* template.

FY24-Q2 Milestone 2.0: EBP Implementation Planning and/or Delivery

Q2 Milestone Project Fee Budget: \$10,000.00

(Invoice Date: Dec. 31, 2023)

Contractor will:

- 2.1.** If delivering EBPs outside of the Contractor’s operational sites, secure its organization’s required agreements with delivery Sites (e.g. schools) to start EBP implementation and communication plan to Site staff and/or parents/guardians in designated settings no later than Jan. 01, 2024.
- 2.2.** Be trained to deliver LiFT with fidelity and to distribute PPMM Plan A Recruitment Packets per the TPPP-funded project requirements, which are detailed in the final *S.E.E. Partner Roadmap* (Q2) monitored by PPMM.
- 2.3.** Finalize with PPMM team its *S.E.E. Partner Roadmap* for *EBP Replication* activities, including scheduling Q3 implementation dates for internal and/or external Sites, including:
 - a. Staffing model finalized (personnel roles, allocation, scheduling) to deliver EBP with fidelity with program delivery staff hired or assigned by Oct. 31. 2023 per TPPP funding requirements.
 - b. Establishing necessary internal workflows to submit all required EBP implementation documentation to PPMM as required based on the EBP.
 - c. Confirm Monitoring, Evaluation, and Improvement responsibilities for Contractor and PPMM.
- 2.4.** With PPMM’s technical assistance, confirm the Contractor’s data for the project’s *Midyear*

Report (due 1/27/24) and *Final Report* (due 7/25/24), which documents individuals reached with EBP, outreach materials and other project content, and youth referrals to supportive services.

FY24-Q3 Milestone 3.0: LiFT Delivery & Plan A Packet Distribution through to June 30, 2024

Q3 Milestone Project Fee Budget: \$10,000.00
(Invoice Date: March 31, 2024)

Contractor will:

- 3.1.** Complete *S.E.E. Partner Roadmap* for *EBP Replication* activities, including scheduling Q3 implementation dates for internal and/or external Sites.
- 3.2.** Complete its organization's required logistics to deliver LiFT through to June 30, to a minimum of 20 qualifying participants in the designated county—facilitated by (1) CAPK trained facilitator and (1) PPMM facilitator.
- 3.3.** Begin to distribute Plan A Recruitment Packets to a minimum of 75 qualifying youth by June 30.
- 3.4.** As identified in final *S.E.E. Partner Roadmap*, complete any ongoing training or *Community Collective* required activities to deliver confirmed EBP(s) with fidelity and increase youth's access to supportive services in the county.
- 3.5.** Complete required evaluation, monitoring, and fidelity responsibilities outlined in final *S.E.E. Partner Roadmap*. With PPMM's technical assistance, confirm the Contractor's data for the project's *Midyear Report* (due 1/27/24).

FY24-Q4 Milestone 4.0: LiFT Delivery & Plan A Packet Distribution & FY24 Final Reporting

Q4 Milestone Project Fee Budget: \$10,000.00
(Invoice Date: June 30, 2024)

Contractor will:

- 4.1.** Complete *S.E.E. Partner Roadmap* for *EBP Replication* activities, including scheduling Q3 implementation dates for internal and/or external Sites.
- 4.2.** Complete delivery of LiFT by June 30, to a minimum of 20 qualifying participants in the designated county—facilitated by (1) CAPK trained facilitator and (1) PPMM facilitator.
- 4.3.** Complete distribution of Plan A Recruitment Packets to a minimum of 75 qualifying youth by June 30.
- 4.4.** As identified in final *S.E.E. Partner Roadmap*, complete any ongoing training or *Community Collective* required activities to engage UWK's community in increasing access to sex ed, to deliver confirmed EBP(s) with fidelity and increased proficiency, and increase youth's access to supportive services in the county, including assisting PPMM in the recruitment and engagement of stakeholders (youth, parents/guardians, and local youth service providers) for the collective.
- 4.5.** Complete required evaluation, monitoring, and fidelity responsibilities outlined in final *S.E.E. Partner Roadmap*. With PPMM's technical assistance, confirm the Contractor's data for the *Final Report* (due 7/25/24).
- 4.6.** Review partner FY24 EBP implementation outcomes and the efficacy of other roadmap activities to determine updated roadmap and fee-for-service contract for FY25 project year.

II. PPMM RESPONSIBILITIES

PPMM will:

- 1.1. Provide Contractor with fee-for-service payment, per terms and invoice requirements (Appendix 2) outlined in this agreement, to support delivery of the services described in this SOW.
- 1.2. Provide technical assistance to support Contractor's completion of Milestones 1.1-4.5.
- 1.3. Schedule *S.E.E. Partner Roadmap* development sessions (in-person, virtual, hybrid) and any agreed upon check-in meetings with Contractor to confirm the final roadmap.
- 1.4. Provide Contractor with selected EBP required training (including any travel expenditures) and publisher's facilitation materials for each Contractor staff member who is designated in the *S.E.E. Partner Roadmap* to implement the EBP through June 30, 2024.
- 1.5. Conduct the necessary project, budget, and personnel management activities to meet the OPA's Notice of Award requirements, deliverables, training, meeting, and reporting requirements for the S.E.E. Project to help ensure the overall success and sustainability of the project as outlined in the Application project (TP1AH000316).
- 1.6. Draft and manage any agreed upon EBP adaptation requests to the OPA, submit all required documentation; provide technical assistance to support approved adaptations.
- 1.7. Provide technical assistance as determined by the project goals, Contractor scope of work, and as requested by partner via telephone, email, in person, and/or online resources to support activities such as effective youth recruitment and retention strategies, EBP facilitation, engaging providers and caring adults to support program, and addressing challenges around community support of sexual health topics.
- 1.8. Within the *S.E.E. Partner Roadmap* provide consulting and determination of Contractor's chosen marketing, recruitment, and retention tactics—to recruit both EBP implementation Sites and youth participants when applies—including supportive templates and outreach best practices.
- 1.9. PPMM will provide tools and resources for effective facilitation of EBP programming and required monitoring/evaluation measures for each EBP.
- 1.10. Conduct program fidelity monitoring (virtual or in-person) observations of EBP implementation at Contractor's program Sites to meet TPPP requirement at least 5% of all sessions delivered must be observed and 100% of all facilitators must be observed as part of the 5% observation requirement.
- 1.11. Provide facilitation support, such as co-facilitating an EBP with the Contractor, if agreed upon during the planning period through Dec. 31, 2023 and outlined in the *S.E.E. Partner Roadmap*.
- 1.12. Provide supplemental resources, coaching support, and optional training sessions to support the Contractor's effective EBP Replication, Community Collective participation, and continuous program improvement and sustainability.
- 1.13. Monitor *S.E.E. Partner Roadmap* to support Contractor with meeting milestones.
- 1.14. Complete all project required evaluation, monitoring, and fidelity responsibilities, meeting required OPA deadlines, as outlined in final *S.E.E. Partner Roadmap* and Notice of Award.
- 1.15. Schedule contract review and FY25-28 renewal exploration meetings in May Q4 of each fiscal year.
- 1.16.

APPENDIX 2

Contractor Invoice Requirements

I. CONTRACTOR INVOICE REQUIREMENTS

- The Milestone fees are for services rendered based on the milestone's outline in Appendix 1.
 - PPMM can provide a sample program budget Contractor might use internally (e.g. Personnel, program supplies, snacks and/or incentives for participants)
- Complete W-9 and Vendor Information forms provided by PPMM.
- The Submit invoices using PPMM codes and process provided for grant compliance:

Invoice Codes	ID	Description
Department	711.9	TPPP FY24
Program	5004	SEE FY24
Funder	CB00035	OASH (Office of the Assistant Secretary for Health)

APPENDIX 3
CONFIDENTIALITY/ NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("NDA") is made and entered into as of the Effective Date of the Contract Services Agreement (the "Agreement") first set forth above.

- 1. Purpose.** In consideration of establishing and maintaining a business relationship and in connection with the Services to be rendered as set forth in the Agreement between the Parties (the "Relationship"), each Party may disclose to the other Party certain information that the Disclosing Party deems to be confidential.
- 2. Definitions**
 - a. Disclosing and Receiving Party.** The Party disclosing Confidential Information (as defined in Subsection 2(b) below) is referred to as "Disclosing Party," and the Party receiving such information is referred to as "Receiving Party."
 - b. Confidential Information Defined.** For the purposes of this NDA, "Confidential Information" means all information in whatever form transmitted that is disclosed by the Disclosing Party to the Receiving Party relating to past, present or future business affairs, including without limitation, research, development, know-how, processes, designs, samples, inventions, ideas, equipment, sales information, trade secrets, technology, software, source code, applications for patents, intellectual property, business plans, marketing methods and plans, market studies, customers, products, sales and pricing information, financial information, business methodologies and practices, operations and systems of the Disclosing Party, and also all information that the Disclosing Party has or may have in its possession under obligations of confidentiality. Confidential Information shall also include all methodology and technology embedded in such information and all analyses, compilations, data, studies or other documents prepared by the Receiving Party containing or based on any Confidential Information received from the Disclosing Party. Without limiting the foregoing, the discussions that give rise to the Agreement and this NDA or the discussions or negotiations covered by the Agreement and this NDA are Confidential Information.
 - c. Certain Exclusions.** Confidential Information does not include any information of the Disclosing Party that: (i) is or becomes publicly available through no wrongful act of the Receiving Party or its Advisors (as defined in Subsection 2(d) below); (ii) is required to be disclosed to a governmental agency or entity, or by law or legal process, by advice of the Receiving Party's legal counsel, provided that before making such disclosure, the Receiving Party gives written notice to the Disclosing Party of such required disclosure in order that the Disclosing Party may interpose an objection thereto or otherwise take action to protect the confidentiality of such information, to the extent that giving such notice is not in violation of any applicable law, order, regulation or rule; (iii) at the time of disclosure to the Receiving Party, was known to the Receiving Party (as evidenced by documentation in the Receiving Party's possession) free of any nondisclosure obligations; (iv) is independently developed by the Receiving Party without reliance on the Confidential Information provided by the Disclosing Party; or (v) that is the subject of a separate agreement described in Section 4 below.

- d. The Parties. The terms "Disclosing Party" and "Receiving Party," as defined above, include, individually and collectively, the directors, officers, employees, agents and affiliates of the Parties, including without limitation, their attorneys, accountants, consultants, appraisers and tax, financial and other advisors (collectively, "Advisors"). The Receiving Party may disclose Confidential Information of the Disclosing Party to its Advisors on a need to know basis in connection with the Purpose set forth above in Section I of this NDA, provided that such Advisors are bound by confidentiality obligations substantially similar to those in this NDA.

3. Protection of Confidential Information.

- a. Obligations with Respect to Confidential Information. At all times after the date of receipt of any Confidential Information, the Receiving Party will:
- i. not use, divulge, or authorize the use of, such Confidential Information for any purpose other than as authorized by this Agreement;
 - ii. hold such Confidential Information in strict confidence and protect such Confidential Information with the same degree of care (but in no event less than a reasonable degree of care) the Receiving Party normally uses to protect its own information that is similar in type or nature to the Confidential Information;
 111. not disclose such Confidential Information or any information about the Relationship (including, in the case of discussions occurring in anticipation of establishing a business relationship, the fact that such discussions are taking place or the status thereof) to any person other than to the Receiving Party's Advisors who (A) need to know such Confidential Information in the course of and in furtherance of the Relationship, (B) are advised of the confidential and proprietary nature of such Confidential Information and are bound by confidentiality obligations herein (which may also be contained in such Advisors' engagement agreements) that prohibit the further use and disclosure of such Confidential Information, and (C) shall not be permitted to make any public disclosures of adverse, disparaging, critical or negative information about Disclosing Party, either directly or indirectly;
 - 1v. not copy or reproduce all or any part of such Confidential Information in any medium, except (A) the Receiving Party may make copies as may be strictly necessary in the course of and in furtherance of the Relationship and may retain copies of any Confidential Information only as permitted in Section 5 of this NDA below. and (B) the Receiving Party's counsel may retain any Confidential Information, subject to the terms of the Agreement and this NDA;
 - v. not decompile, disassemble, or reverse engineer all or any part of such Confidential Information; and
 - v1. not use such Confidential Information in any manner that is harmful to the Disclosing Party.

- b. Obligations with Respect to Advisors. Without limiting any obligations of the Receiving Party or its Advisors under the Agreement or this NDA, the Receiving Party shall be responsible for any breach of the Agreement and this NDA by its Advisors.
- c. Obligations in the Event of a Breach. The Receiving Party will (i) notify the Disclosing Party of any use or disclosure of Confidential Information in violation of the Agreement and this NDA promptly after becoming aware of such use or disclosure; and (ii) make every reasonable effort to retrieve Confidential Information that has been used or disclosed in violation of the Agreement and this NDA and to stop the further use or disclosure of such Confidential Information.
- 4. **Certain Information.** The Parties currently anticipate that Contractor, as the Receiving Party, will have no use of or access to protected health information or credit card data of donors, patients, or employees in connection with the Purpose. In the event that PPMM, as the Disclosing Party, contemplates granting such access, prior to providing access to the information, PPMM may require Contractor to enter into a separate agreement that will govern Contractor's privacy, security, disclosure, notification, and remediation duties and obligations relating to such information. If no such separate agreement is entered into, Contractor's obligations with respect to such information will be no less than that required by applicable laws, regulations, and self-regulated organization compliance standards.
- 5. **Ownership.** All Confidential Information disclosed by the Disclosing Party pursuant to the Agreement and this NDA shall be and remain the property of the Disclosing Party. No transfer of any intellectual property rights to Confidential Information is intended or implied hereunder other than those identified in Section 5 of the Agreement. No license to use any intellectual property of the Disclosing Party is granted hereunder except as may be specifically required for the Purpose and then only for such Purpose. All documentation or other tangible media on which Confidential Information is affixed or stored (including, without limitation, computer software or other electronic storage media) shall be returned to the Disclosing Party or destroyed promptly upon written request and shall not thereafter be retained in any form by the Receiving Party, other than as required by legal or regulatory record retention requirements. The rights and obligations of the Parties under the Agreement and this NOA shall survive any such return or destruction of Confidential Information as provided herein.
- 6. **Enforcement.** The Receiving Party acknowledges that it has received adequate consideration for its obligations under the Agreement and this NDA and that the Confidential Information is valuable and unique and that disclosure in breach of the Agreement and this NDA will result in irreparable injury to the Disclosing Party. In the event of a breach or threatened breach of the terms of the Agreement and this NDA, the Disclosing Party shall be entitled to seek an injunction prohibiting any such breach. Any injunctive relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages or other legal remedy. The Parties agree that no bond or other security will be required for obtaining such relief.
- 7. **Indemnification.** The Receiving Party will indemnify, hold harmless, and defend the Disclosing Party from and against any and all third-party claims, losses, and liabilities (including court costs and reasonable attorney's fees) to the extent resulting from a breach by the Receiving Party of the representations, duties, and obligations of the Receiving Party under this NOA.

8. No Representation. The Receiving Party acknowledges that the Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information.

9. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, and addressed to Party's address as first set forth in the Agreement or to such other address or person as shall have been specified in writing by either Party to the other.

10. Miscellaneous

a. Privilege. To the extent that any Confidential Information may include materials subject to the attorney-client privilege, work product doctrine, or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each Party hereto understands and agrees that both Parties hereto and their Advisors have a commonality of interest with respect to such matters and it is the intention and mutual understanding of both Parties that: (i) the sharing of such Confidential Information does not constitute a waiver of attorney-client privilege, the work product doctrine, or any other applicable privilege as to third parties; and (ii) the sharing of such Confidential Information by the Disclosing Party with the Receiving Party does not constitute a waiver of attorney-client privilege, the work product doctrine, or any other applicable privilege as to the Receiving Party in the event of any litigation between the Parties.

11. Documentation of Identity and Authority to Access Information. Any visitor, vendor, volunteer, or other such individual or entity seeking access to patients, patient health information, or the Disclosing Party's Confidential Information, or the Disclosing Party's information technology systems under the terms and conditions of the Agreement or this NOA or the terms and conditions of a fully executed Business Associate Agreement will be required to provide appropriate documentation of their identity and their approved authorization to access such information and systems. Such information will be copied and maintained in the appropriate Party's files.

12. Termination and Survival. This NDA will terminate on the latter of (a) the Parties mutually agreeing that the Purpose of the Agreement has been achieved or terminated and (b) three (3) years after the Effective Date of the Agreement. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination for a period of five (5) years, and indefinitely with respect to trade secrets or Confidential Information retained by the Receiving Party for legal or regulatory record retention requirements.

<<SIGNATURES ON NEXT PAGE>>

IN WITNESS WHEREOF, the Parties have executed this NDA as of the Effective Date of the Agreement first set forth above.

PLANNED PARENTHOOD MAR MONTE
"PPMM"

Community Action Partnership of Kern
"Contractor"

Name: Courtney Macavinta

Title: VP of Learning

Name: Jeremy T. Tobias

Title: Chief Executive Officer



MEMORANDUM

To: Budget & Finance Committee

From: Wilfredo Cruz – Energy Program Administrator

Date: October 18, 2023

Subject: *Agenda Item 4g*: Approval of Amendments to Subcontractors Contracts –
Action Item

Over the last year, the Weatherization Team has greatly increased the amount of work being completed on clients' individual homes. This additional work has increased our costs and contract expenditure rates. This is due to several factors, including: increases in labor and material cost, improved workflow process within our program, and the ability to provide additional weatherization services and measures to our clients per revisions in our state contracts.

We are asking for amendments to increase two of our subcontractors' contracts:

- Oasis Air Conditioning from \$500,000 to \$1,200,000 – this contract runs from July 1, 2023, through June 30, 2024, and;
- Community Outreach Services from \$300,000 to \$1,500,000.00 – this contract runs from September 1st, 2022, through August 31st, 2025.

The length of these two contracts will remain unchanged and the increase will help us to continue meeting the weatherization demand in our community.

The work being completed by our weatherization subcontractors connects to CAPK's mission and Strategic Goal 3, advancing economic empowerment and financial stability for low-income people in the community we serve.

Recommendation:

Staff recommends that the Budget & Finance Committee approve the amendments to Oasis Air Conditioning and Community Outreach Services contracts and authorize the Chief Executive Officer to execute the contract.

Attachments:

Amendment to Contract for Services Agreement Oasis Air Conditioning
Amendment to Contract for Service Agreement Community Outreach Services

Community Action Partnership of Kern



5005 Business Park North, Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 336-5228

AMENDMENT IV TO CONTRACT FOR SERVICES AGREEMENT

This is AMENDMENT IV to the Contract for Services Agreement ("Agreement") dated July 1st, 2019, by and between Oasis Air Conditioning ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date of this AMENDMENT IV will be September 18th, 2023.

Section 3 of the original agreement is revised to read as follows:

Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit an original invoice detailing all work performed with evidence of final inspection. The total amount of this Agreement has increased to not to exceed \$1,200,000.00. Terms are NET 45 from the date the original invoice is received at CAPK's Finance Department.

All other terms of the original Agreement remain binding except where they contradict Amendment IV, which shall prevail.

VENDOR: OASIS AIR CONDITIONING

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____



Community Action Partnership of Kern

5005 Business Park North, Bakersfield, CA 93309

P: (661) 336-5236 F: (661) 336-5228

AMENDMENT II TO CONTRACT FOR SERVICES AGREEMENT

This is AMENDMENT II to the Contract for Services Agreement ("Agreement") dated September 1st, 2022, by and between Garcia Industries, Inc dba Community Outreach Services ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date of this AMENDMENT II will be September 18th, 2023.

Section 4 of the original agreement is revised to read as follows:

Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit an original invoice detailing all work performed with evidence of final inspection. The total amount of this Agreement has increased to not to exceed \$1,500,000.00. Terms are NET 45 from the date the original invoice is received at CAPK's Finance Department.

All other terms of the original Agreement remain binding except where they contradict Amendment II, which shall prevail.

VENDOR: GARCIA INDUSTRIES, INC dba COMMUNITY OUTREACH SERVICES

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____



MEMORANDUM

To: Budget and Finance Committee
Karen Vazquez

From: Karen Vazquez, Senior Community Development Specialist

Date: October 18, 2023

Subject: ***Agenda Item 4h:*** The California Department of Housing and Community Development, Emergency Solutions Grants (ESG) Program, Homeless Prevention (HP) – **Action Item**

The Community Development Division is requesting approval from the Budget & Finance Committee to pursue a funding application made available by the California Department of Housing and Community Development. The intent of the application is to assist community members who are at risk of homelessness. The California Department of Housing Community Development (HCD/Department) has announced the availability of approximately \$1.7 million in disencumbered federal funds for the Emergency Solutions Grant (ESG) Homeless Prevention (HP) activity. The HCD/Department requests the submission of a signed resolution from the Board of Directors as a required document.

A combination of social services proposed with this application provides a comprehensive service delivery plan that emphasizes preventative measures. If awarded, CAPK will focus program efforts on homeless prevention. An expected milestone awardees must meet is 50% of the funds awarded must be expended 180 days after execution of the contract. These initiatives support CAPK's mission and Goal 3 of the Strategic Plan. Goal 3 aims to, "Advance economic empowerment and financial stability for low-income people."

Noteworthy, a dollar-for-dollar match is required. Matching contributions must be obtained with funds from other public and private sources. This proposal will be formulated through multiple discussions with the Coordinated Entry Systems team, as well as with members of our Finance team.

Recommendation

Staff recommends the Budget & Finance Committee approve the submission of the funding application for the California Department of Housing and Community Development, Emergency Solutions Grants (ESG) Program, Homeless Prevention (HP).

Attachment:
Resolution-16



2023 ESG Homelessness Prevention Resolution Form (For Non-Profits)

INSTRUCTIONS

Applicants are required to use the attached Resolution Form in content and form.

Failure to do so will result in automatic disqualification of the application.

Please make sure all boxes are filled in.

SECTION 1 (Dollar amount): It is recommended that you list an approved dollar amount that is at least double the amount you expect to receive. If the amount your entity is eligible to receive increases above the dollar amount your entity authorizes, a new resolution will be required to receive the new higher amount. Articulating a higher dollar amount in this resolution helps reduce the chances you will need an entirely new resolution.

SECTIONS 4, 5 & 6 (Designee*): If there is a designee*, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected.

Vote Count: Fill in all four vote-count fields (AYES, NOES, ABSENT, ABSTAIN) with the number of votes, if none enter "0" for that field.

ATTESTATION: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

Important Note:

All information provided will be verified using the entity's bylaws, or appropriate governing documents for cities and counties. If the governing documents of the organization are not reflective of the current board makeup, the Applicant must notify HCD by uploading all documentation of the discrepancy and provide an explanation for it.

Resolution of the Governing Body

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2023-2024 FUNDING YEAR OF THE STATE ESG
PROGRAM, HOMELESSNESS PREVENTION ACTIVITY NOFA.**

_____ of the _____
("Governing Board") of _____, a non-profit,
County of _____, State of California, ("Applicant") hereby consent to
adopt and ratify the following resolution:

WHEREAS the State of California (the "State"), Department of Housing and
Community Development ("Department") issued a Notice of Funding Availability
("NOFA") for the **Homelessness Prevention Activity** dated 09/25/2023 under the
Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

SECTION 1:

Applicant is approved by the Governing Board, and is hereby authorized and
directed to receive an ESG Homelessness Prevention grant, in an amount not to
exceed \$ _____ in accordance with all applicable rules and laws.

SECTION 2:

The Department may approve funding allocations for the ESG Program, subject to the
terms and conditions of the NOFA, Program regulations, and the Standard Agreement.
The Applicant acknowledges compliance with all state and federal public participation
requirements in the development of its application(s).

SECTION 3:

If applicant receives a grant of ESG funds from the Department pursuant to the
above referenced ESG NOFA, it represents and certifies that it will use all such funds
in a manner consistent and in compliance with all applicable state and federal
statutes, rules, regulations, and laws, including without limitation all rules and laws
regarding the ESG Program, as well as any and all other contracts Applicant may
have with the Department.

SECTION 4:

The Applicant hereby authorizes and directs _____ or designee*, to execute and deliver all applications and act on the Applicant's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Applicant hereby authorizes and directs _____ or designee*, to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Applicant hereby authorizes and directs _____ or designee*, to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of _____, a California non-profit public benefit Corporation (the "Corporation") held on _____ by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Name of Approving Officer

Title of Approving Officer

Signature of Approving Officer

ATTESTATION

I, _____, am the
of _____, a California nonprofit public benefit
corporation, (the "Corporation"), and as such, am familiar with the facts herein and do
hereby certify as follows:

1. That the _____ a California nonprofit public
benefit corporation, duly formed, validly existing and duly qualified to transact business
in the State of California, with full power and authority to enter into agreements with the
Department of Housing and Community Development ("Department")

2. I affirm that resolution# _____ was provided to the Department for the purpose of
obtaining an Emergency Solutions Grants Program ("ESG") award and I hereby
certify above said resolution to be a full, true and correct copy of a resolution adopted
on _____ which has been provided to the Department as part of the ESG
application.

By: _____
Print Name of Attesting Person

Title:

By: _____
Signature/Stamp of Attesting Person

Date Attested:



MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Housing and Supportive Services

Date: October 18, 2023

Subject: *Agenda Item 4j*: County of Kern – Public Health Department COVID-19 Isolation Accommodation Agreement – **Action Item**

In August 2023, Community Action Partnership of Kern (CAPK) submitted a proposal to the County of Kern as part of the COVID-19 Emergency Response funding. The request was approved in October 2023, and targeted to the clients of the M Street Navigation Center and the safe camping program, in partnership with the County of Kern, for the purposes of accommodating individuals at-risk of or exposure to the COVID-19 virus. The M Street Navigation Center serves on average 230 clients monthly, including 147-bed (overnight) stays and 75 clients safe camping clients.

COVID-19 Homeless Shelter Response

During the last cycle of increased cases of COVID-19 outbreaks (2020-22), efforts were made to provide temporary shelter, including motel rooms, to homeless individuals who needed to isolate due to COVID-19 by partnering with local motels to secure rooms. This was done to prevent the spread of the virus within homeless populations and to protect both the homeless individuals, staff, on-site service providers, and the broader community.

The idea behind providing motel rooms for isolation was to offer a safe space for homeless individuals who tested positive for COVID-19 or were symptomatic to isolate themselves and recover without potentially spreading the virus to others in crowded shelters or on the streets. It was also a way to protect homeless individuals who might be more vulnerable to severe illness due to underlying health conditions. After consulting with the Kern County Public Health Department and health officials, the agency implemented policies and procedures for motel isolation rooms for COVID-19 is to establish a structured and consistent approach to managing the isolation and quarantine needs of individuals who are either homeless or cannot safely isolate within their own homes due to the risk of spreading the virus.

In August and October 2023, the M Street Navigation Center experienced an outbreak and following the guidance of County of Kern – Public Health Department's medical staff, the agency proactively selected to isolate the facility for a duration of seven (7) days, allowing staff to protect the health of both existing and potential clients and staff. To contain the infected individuals and limit their interaction with others, the agency isolated individuals who tested positive for COVID-19 or who were suspected of having the virus to help prevent its spread by providing motel rooms.

Proposal Description

The agency requested funds to support motel isolation for the above-mentioned individuals for a pre-determined length of stay (i.e., 5-day period) to provide a safer environment where they can recover without being exposed to crowded shelters or public spaces. Based on past experiences and as the site continues to practice health and safety requirements and protecting vulnerable populations, we anticipate serving 10 clients per month during an 11-month period for a 5-day motel accommodation, including meals and incidentals per day including water, non-perishable food/long shelf-life items, hygiene items, as well as supplies and local mileage reimbursement for staff. As part of the protocols, the site will conduct contact tracing for those individuals who were isolated in the motel rooms due to COVID-19 and maintaining clear record of individuals to monitor and manage the spread of the virus more effectively.

We anticipate the isolation plan and approved budget satisfactorily meet the intent of the Kern County Public Health Department COVID19 Emergency funds while providing immediate response services to our homeless clients.

The contract period retroactively begins on August 1, 2023, through June 30, 2024. As described in Exhibit B of the enclosed agreement, the funding is allocated to support direct client services through hotel stays and incidents at 89%, local staff mileage and supplies at 2%, and the remaining for indirect at 9%, totaling \$116,000.

Recommendation

Staff recommends approval of the County of Kern – Public Health Department COVID-19 Isolation Accommodation Agreement and authorizes the Chief Executive Officer to execute the agreement and any future amendments throughout the duration of the contract term.

Attachment:

County of Kern – Public Health Department COVID-19 Isolation Accommodation Agreement

KERN COUNTY
~~PERSONAL~~ PROFESSIONAL SERVICES AGREEMENT
SCHEDULE TO MASTER TERMS AND CONDITIONS
PPSA-STANDARD

I. This **SCHEDULE** ("**Schedule**") shall be effective on _____ ("**Effective Date**") and shall terminate no later than June 30, 2024 ("**Termination Date**").

Kern County Department: CAO ("**Responsible County Department**")

Located at: 1115 Truxtun Avenue, Fifth Floor, Bakersfield, CA 93301

Service Provider: Community Action Partnership of Kern, ("**Consultant**")

Located at: 5005 Business Park North, Bakersfield, CA 93313

Consultant Email for signature: jtobias@capk.org

Consultant is (select one):
☐ Sole Proprietorship
☒ Incorporated in the State of California
☐ Other (specify)

II. Consultant shall provide the services and products described in **Exhibit A** ("**Services**"). This excludes travel and other expenses described in Section III. County shall compensate Consultant for those services and products in an amount not to exceed: \$115,000.

III. Travel and all other expenses. Select one of the following:

☐ County **shall not** reimburse Consultant for any travel or other expenses incurred by Consultant. Travel costs are included in the fixed fee.

☒ County **shall** reimburse Consultant for mileage between Community Action Partnership location, shelters, and hotels. County shall reimburse Consultant in an amount not to exceed: \$ 1,000.

IV. Total Amount Payable Under Agreement (Compensation for Services/Products, Plus Travel and Other Expenses)
 County shall compensate Consultant for the Services and Products (amount stated in Section II) and reimburse Consultant for expenses, including travel, if applicable (amount stated in Section III). The total amount payable under this agreement shall not exceed: \$ 116,000 (Section II + Section III).

V. Consultant shall be required to have the following insurance coverages which are marked, on the terms provided in the Master Terms and Conditions. The insurance coverages shall be in the amounts specified, unless another amount is shown (select all that apply):

☒ Workers' Compensation: As required by California Labor Code Section 3700

☒ Commercial General Liability (\$1,000,000/Occurrence; \$2,000,000/Aggregate) or other amounts: \$ ____.

☒ Automobile Liability (\$1,000,000/Occurrence) or other amount: \$ ____.

☒ Professional Liability (\$1,000,000/Claim; \$2,000,000/Aggregate) or other amounts: \$ ____.

Note: If a lesser amount is shown, the Responsible County Department must obtain the prior written approval of the County Risk Manager.

If there are any conflicts between the terms and conditions contained in this Schedule and the Master Terms and Conditions, this Schedule shall control.

The Parties have executed this Schedule, including the Master Terms and Conditions, which constitute the Agreement, on the Effective Date.

COUNTY OF KERN

Kern County Public Health Services

By _____
 Carol J. Cox, C.P.M., Purchasing Manager

By _____
 Brynn Carrigan, Director

Office of the County Counsel

By _____
 Jeremy T. Tobias
 "Consultant"

By _____
 Gurujodha S. Khalsa, Chief Deputy

EXHIBIT A SERVICES

Consultant shall provide the Services shown below for the Responsible County Department based on the following payment schedule: (select one of the following options)

- ☐ Consultant shall submit one invoice to County upon contract completion and acceptance of the Services by County.
- ☐ Consultant shall invoice monthly for hours expended over the prior 30 days; County to retain 20% of all invoiced amounts until final acceptance of the Services by County.
- ☐ Consultant shall invoice County upon the successful completion of milestones:
(insert percentages next to applicable milestones)
- ☐ % Upon completed installation of _____.
- ☐ % Upon completed installation of _____.
- ☐ % Upon completion of training _____.
- ☐ % Other Milestone (describe) _____.
- ☐ % Other Milestone (describe) _____.
- ☐ % Upon contract completion and acceptance of the Services by County.
- ☒ Consultant shall invoice County as follows: (describe in detail any payment schedule, milestone payments, percentages and retention as applicable)

Consultant shall invoice monthly for room isolation services for the homeless population. Monthly invoices shall be submitted by the 15th of the month for services provided in the previous month.

1. Full description of the Services:

Consultant will provide services to support hotel isolation for homeless individuals that are clients of the M Street Navigation Center (located at 2900 M Street, Bakersfield, CA 93301) who test positive for COVID-19 or symptomatic to recover without potentially spreading the virus to others in crowded shelters or on the streets. Isolation will support individuals, who might be more vulnerable to severe illness of COVID-19 due to underlying health conditions, in their recovery. Consultant will provide hotel accommodation, outreach services, and supplies to individuals in isolation; consisting of meals and incidentals per day including water, non-perishable food/long shelf-life items, hygiene items, as well as supplies (i.e., binders, folders, pens/paper, travel bags) and local mileage reimbursement for staff to travel from the homesite (M Street Navigation Center) to the motel providing daily case management, when reasonable.

2. Dates and location where the Services will take place (include time schedule and/or milestone dates if appropriate):

Consultant shall provide the hotel isolation service for 11 months. Hotel placements will be available at seven (7) days per week in order to meet the needs of the shelter for this isolation service.

3. If training is involved, the hours per day that are included in the training and minimum/maximum number of staff/trainees allowed to attend the training:

N/A

4. Materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist Consultant in provision of the Services:

By Responsible County Department:

N/A

By Consultant:

N/A

EXHIBIT B

PAYMENT FOR SERVICES

Contractor shall only invoice the County, and County shall only be obligated to pay, for the following:

Budget Detail	Costs
Local Travel for project	\$1,000
Project supplies (Folders, pens, paper, etc.)	\$829
Hotel Accommodations	\$68,426
Supplies for Persons in Isolation	\$35,200
Indirect	\$10,546
Total Budget	\$116,000

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between County of Kern (Covered Entity ("CE")) and **CONTRACTOR** (Business Associate ("BA")).

RECITALS:

A. CE wishes to exchange certain information with BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement 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 ("CFR") and contained in this Exhibit.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, 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 Exhibit.

(b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Exhibit.

(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 CFR 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 of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the HIPAA Rules.

3. 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 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.

4. 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 Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR 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 subsection c above with respect to Electronic PHI [45 CFR Section 164.504(e)(2)(ii)(D); 45 CFR Section 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 CFR Sections 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 CFR 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 CFR 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 CFR 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 Exhibit [45 CFR Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subsection 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 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 Agreement, 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 Agreement, Exhibit, 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 Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services ("DHHS"). BA shall provide written notice to CE of any pattern of activity or practice of CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement, Exhibit, or other arrangement within five (5) days of discovery and shall meet with CE to discuss and 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 Exhibit for the purpose of determining whether BA has complied with this Exhibit; 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 Exhibit, 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 CE's enforcement rights under the Agreement or Exhibit, 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.

5. **Termination.**

a. Material Breach. A breach by BA of any provision of this Exhibit, as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 CFR Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement 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:

- i. 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;
- ii. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
- iii. 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;
- iv. 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
- v. 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.

6. **Indemnification.** BA 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 negligent act or omission of BA or BA's officers, agents, employees, independent BAs, subcontractor 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 County; 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.

7. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Exhibit, 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.

8. **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 Exhibit.

9. **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 Agreement or Exhibit 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 Exhibit 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 Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Exhibit when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or Exhibit providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. **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 Agreement or Exhibit, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, 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.

11. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

12. **Effect on Agreement.** Except as specifically required to implement the purposes of this Exhibit, or to the extent inconsistent with this Exhibit, all other terms of the Agreement shall remain in force and effect.

13. **Interpretation.** The provisions of this Exhibit shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Exhibit. This Exhibit and the Agreement 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 Exhibit 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.

(Remainder of this page is intentionally left blank.)

KERN COUNTY
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS
PPSA-STANDARD

THIS AGREEMENT ("Agreement") is entered into effective on the Effective Date shown on the attached Schedule, by and between the **COUNTY OF KERN**, a political subdivision of the State of California, as represented by the Purchasing Agent ("**County**"), with its principal location at 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, and **CONSULTANT** identified on the Schedule ("**Consultant**"). County and Consultant are individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

- 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 and experienced and competent to perform those services.
- B.** The County Department identified on the Schedule as the Responsible County Department requires those services which are specified in **Exhibit A**.
- C.** County desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.
- D.** The Purchasing Agent has been authorized by the Board of Supervisors to contract for personal/professional services in an amount not to exceed \$200,000 per contract.

AGREEMENT

- 1. Services to be Rendered.** Consultant shall provide the services and products described in **Exhibit A** ("**Services**").
- 2. Compensation to Consultant.** County shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to County.
- 3. Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in a form approved by County based upon the payment schedule selected on **Exhibit A**, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible County Department. Consultant shall also provide an informational copy to the Purchasing Agent. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible County Department.
- 4. Term.** This term of this Agreement ("**Term**") shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.
- 5. Assignment.** Consultant shall not assign, transfer, or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the Purchasing Agent.
- 6. Audit, Inspection and Retention of Records.** Consultant shall maintain and make available to County accurate books and records relative to the Services under this Agreement. Consultant shall permit County to audit, examine, and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel, or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any 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 as County.
- 7. Authority to Bind County.** It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. Indemnification.

a. General. Consultant shall defend, indemnify, and hold harmless County and County's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("**County Indemnified Parties**") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments and costs, including attorneys' fees of County Counsel and outside counsel retained by County, expert fees, costs of staff time, and investigation costs ("**Claims**") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("**Consultant Representatives**"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of County; and any workers' compensation Claim arising from or relating to the Services. Consultant shall defend any Claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost.

b. Immigration Reform and Control Act. Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless County and County Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant or Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives. Consultant shall defend any Claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost.

c. Infringement Claim. If any Claim is asserted or action or proceeding brought against County or County Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or County's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Consultant prompt written notice. Consultant shall defend and indemnify County and County Indemnified Parties from any Claims, including costs incurred by County in order to avoid entry of any default judgment or other waiver of County's rights. Consultant shall defend any claim with counsel of Consultant's choice, subject to County's written approval, and at Consultant's sole cost. County shall cooperate fully with and may monitor Consultant in the defense of any Claim and shall make employees available as Consultant may reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by County's cooperation in the defense.

d. Remedy of Infringement Claim. If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:

1. **Replace.** Promptly replace the Services with compatible, functionally equivalent, and non-infringing Services;
2. **Modify.** Promptly modify the Services to make them non-infringing without materially impairing County's ability to use the Services as intended;
3. **Procure Rights.** Promptly procure the right of County to continue using the Services; or
4. **Refund.** As a last resort, if none of these alternatives is reasonably available to Consultant, and County is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to County all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products shall be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by County if the court does not so direct.

e. Modification of Services. This indemnification does not extend to modifications or additions to the Services made by County or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by County.

f. Survival of Indemnification Obligations. Upon completion of this Agreement, the provisions of this Section 8 shall survive.

9. Insurance. Consultant, in order to protect County and County Indemnified Parties against Claims as a result of the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain the following insurance. Consultant shall not perform any Services until Consultant has obtained all insurance required under this Section 9 and the required certificates of insurance and all required endorsements have been filed with County's authorized insurance representative ("**Authorized Insurance Representative**"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Consultant shall promptly deliver to 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. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or County as an additional insured.

a. Workers' Compensation and Employer's Liability Insurance Requirement. If Consultant has employees who may perform any Services under this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Consultant shall require any Consultant Representatives to provide workers' compensation for any of the Consultant Representative's employees, unless the employees are covered by the insurance carried by Consultant. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Consultant shall provide and/or require each Consultant Representative to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. Liability Insurance Requirements.

1. Types of Liability Insurance. Consultant shall maintain in full force and effect, during the Term, the following types of liability insurance:

A. Commercial General Liability Insurance, including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than the amount specified on the Schedule.

B. Automobile Liability Insurance, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

C. Professional Liability (Errors and Omissions) Insurance, for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

2. Endorsements. The Commercial General Liability and Automobile Liability Insurance required in this **Section 9** shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The 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 other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3. Claims-Made Insurance. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either **(i)** maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; **(ii)** purchase an extended reporting period of not less than three years following the termination of this Agreement; or **(iii)** acquire a full prior acts provision on any renewal or replacement policy.

c. Insurance Companies. 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 in writing by the County Risk Manager.

d. Self-Insurance. If Consultant is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. 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 in writing by the County Risk Manager.

e. Primary Insurance; Waiver of Subrogation. All insurance carried by Consultant shall be primary to and not contributing to any insurance or self-insurance maintained by 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 County.

f. Insurance Does Not Replace Indemnification. Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of the coverage,

and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking other actions as are available to it under this Agreement or under Applicable Law.

g. Failure to Maintain Insurance. Failure by Consultant to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for the insurance. If the balance of monies owed to Consultant under this Agreement is insufficient to reimburse County for the premiums and any associated costs, Consultant shall reimburse County for the premiums and pay for all costs associated with the purchase of the insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

h. Cancellation of Insurance. The insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

10. Consultant Representations. Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

a. Expertise and Staff. Consultant has the expertise, support staff, and facilities necessary to provide the Services; and

b. No Adverse Interests. Consultant does not have any actual or potential interests adverse to County, nor does Consultant represent a person or firm with an interest adverse to County relating to the subject of this Agreement; and

c. Timeliness. Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. Ownership of Documents. All reports, documents, and other items generated or gathered in the course of providing the Services are and shall remain the property of County, and shall be returned to County upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. Rights to Contracted Products.

a. Belong to County. For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of County and may be used by County in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant.

b. Use by County. The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by County in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.

c. No Publication. Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by County.

d. Delivery to County. Upon termination or expiration of this Agreement, Consultant shall immediately deliver to County all County-owned programs and documentation developed under this Agreement. In addition, Consultant grants to County a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for County purposes, any Consultant-owned program, including system software, utilized by Consultant in performance of the Services.

e. Survival of Covenants. Upon completion of this Agreement, the provisions of this **Section 12** shall survive.

13. Termination. The Purchasing Agent may at his or her election, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination shall be deemed effective 15 days after personal delivery, or 20 days after mailing by U.S. Mail, postage prepaid, registered or certified mail, addressed as provided in Section 23. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the

Purchasing Agent, Consultant shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 13**, County shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

14. Choice of Law/Venue. The Parties agree that the provisions of this Agreement shall be construed under 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.

15. Compliance with Applicable Law. Consultant shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement.

16. Confidentiality. Consultant shall not, without the prior written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this **Section 16** shall continue to survive.

17. Conflicts of Interest.

a. Financial Conflicts of Interest. Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is 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 a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.

b. Organizational Conflicts of Interest. Consultant represents, to the best of its knowledge, that neither Consultant nor any Consultant Representative presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the Services. Neither Consultant nor any Consultant Representative shall enter into any contractual arrangement that would give rise to any potential organizational conflict of interest, without first obtaining County's prior written approval before entering into the contractual arrangement. If any organizational conflict of interest is discovered by Consultant relating to this Agreement, Consultant shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this Agreement in the event that Consultant has any actual or potential organizational conflict of interest. As used in this **Section 17.b**, "organizational conflict of interest" means any a relationship whereby Consultant has present or planned interests related to the Services which **(i)** may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or **(ii)** may result in Consultant or any Consultant Representative being given an unfair advantage.

18. Enforcement of Remedies. No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

19. Negation of Partnership. In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of County. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant 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 employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.

20. Non-collusion Covenant. Consultant represents and agrees that **(i)** it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County and **(ii)** it has received from County no incentive or special payments and no considerations not related to the provision of the Services.

21. Non-discrimination. Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.

22. Non-waiver. No term, covenant or condition of this Agreement can be waived except by the prior written consent of County. Forbearance or indulgence by County shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by Applicable Law despite the forbearance or indulgence.

23. Notices. All notices under this Agreement shall be provided to the Kern County Purchasing Agent at the address indicated in the opening section of this Agreement and to the Consultant and Responsible County Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the Kern County General Services Department.

24. Captions and Interpretation. Section 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 the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.

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

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

27. Severability. If any term, covenant or condition in, or provision of, this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.

28. Signature Authority. Each Party has 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.

29. Sole Agreement. This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, and obligations and terms, covenants and conditions contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

30. Time of Essence. Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.

31. No Third Party Beneficiaries. The Parties understand and agree that the enforcement of the terms, covenants and conditions and all rights of action relating to enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of County and Consultant that any person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. Gender/Plural. References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.

33. Recitals. Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

34. Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

35. Corporate Qualifications. If Consultant is a corporation incorporated outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this Agreement, provide County with a copy of the certificate of qualification issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 2105. If Consultant is a limited liability company formed outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this agreement, provide to County a copy of the certificate of registration issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 17708.02. Any corporation or limited liability company, whether or not incorporated in the state of California, must be in good standing to qualify to do business with County. Failure to provide County with the current certificates is grounds for County to terminate the Agreement.

REQUIRED – PPSA, STSA, TDSA, ESA Review Checklist****Counsel cannot sign unless this form is completed in full**

This agreement can be used for engaging an independent contractor to provide personal/professional type services, contractual services or services which have a total dollar amount not exceeding \$200,000, including expenses, per engagement/project in a fiscal year. The Board has approved the use of this contract for a term agreed upon by all parties as long as the total dollar amount does not exceed **\$200,000** for the entire contract period. The Board has authorized the Purchasing Agent to execute this agreement on behalf of the County in substantially this form. No work should ever begin until the department has received a completed agreement with all applicable signatures. **DEFINITIONS FOR UNDERSTANDING/APPLICATION:**

Professional Services. The services of attorneys, physicians, architects, engineers, accountants, consultants or other individuals formally certified as a member of a trade association of an organized profession that certifies successful completion of its requirements
Contractual Services. Labor and material, or specialized services contracted for a department, except for *professional services* and advertising.

Services. Services shall refer to all services other than public works or *professional services*. These are services offered by individuals without such generally recognized specialized knowledge whose primary product is labor. Examples of this type of service are various consulting services specific to industry, answering services, transcription, interpretation, instruction and training, software product upgrades, data collection & results, administration support, ergonomic assessments, facilitation and advisement, help desk telephone support, auto repair, bookkeeping, office equipment repair, pest control, design, road mapping software/training, artwork or printing, advertising and towing

Consultant (Vendor) Name: Community Action Partnership of Kern **Total Dollars for Agreement: \$116,000**

Brief description of services being contracted: COVID-19 Hotel Isolation for Homeless Persons

Term of Agreement: Desired Effective Date: 08/01/2023

Termination Date: 06/30/2024

Is this agreement **RETROACTIVE** (Confirming)? (check one) ☒ YES or ☐ NO

If YES, explain: COVID-19 among the homeless population requires immediate mitigation.

Retroactive Effective Date: 08/01/2023

☐ Confirming Justification is attached

I. TYPE OF BOILERPLATE AGREEMENT - check the appropriate box

- ☒ Personal/Professional Services Agreement (PPSA)
☐ Speaker Trainer Services (STSA)
☐ Technical Development Services (TDSA)

- ☐ PPSA with Work Authorization Form
☐ Engineering Services (ESA)
☐ **Master Terms and Conditions included**

II. AGREEMENT DETAILS - check the appropriate box

☒ New Agreement ☐ Amendment No. _____ to Agreement No. _____ Dated: _____

III. AWARD BASIS - check the appropriate box

- ☐ **LOW COST: PROFESSIONAL SERVICES Under \$50,000** over the term of the agreement.
 No competitive process required. Meets definition above.
- ☐ **LOW COST COMPETITIVE OR SOLE SOURCE: CONTRACTUAL SERVICES OR SERVICES \$5,000 to \$50,000**
 over the term of the agreement. Competitive process or Sole Source required for ALL contractual services or 'services'
- ☐ **COMPETITIVE PROCESS:** Completed using PPSA & TDSA Checklist 50k-\$200k
☐ Purchasing's approval is attached, dated: _____
- ☒ **SOLE SOURCE:** No competitive process can be performed \$50k-\$200k; OR non-professional services \$5k - \$200k
☐ Completed Sole source justification form is signed and attached
☐ Purchasing's approval is attached, dated: _____
- ☐ **ESA up to \$200,000:** No competitive process required.
 Award based on the qualifications and availability of the contractor to perform the project within the specified time frame.

IV. AGREEMENT REQUIREMENTS - Check box to confirm completion

- ☒ COMPLETE AGREEMENT must include the following:
- A. Effective date is left blank
 - B. Termination date has been entered
 - C. Consultant's legal company name & address is stated
 - D. Dollar amounts are correct and clearly stated in the appropriate areas of Page 1 and the Exhibit(s).
 - E. Exhibit A is complete - attached
 - ✓ Master Terms and Conditions - attached
 - ✓ W-9 from consultant - attached
 - ✓ Consultant insurance naming the County as additional insured meets the agreement requirements - attached

PRIOR TO REQUESTING SIGNATURES - Check boxes to confirm completion

- ☐ Purchasing has reviewed and concurred with award
☒ Counsel has reviewed and approved as to form
☒ Consultant (vendor) has reviewed the agreement with the Master Terms and Conditions and concurs.

Department Name: Kern County Public Health

Contact Submitting Agreement: Jasmine Ochoa

Email: ochoaja@kerncounty.com

Phone: 661-868-0253

From: [Gurujodha Khalsa](#)
To: [Michelle McFarland](#)
Cc: [PH Contracts](#)
Subject: Re: **PPSA for Review** Community Action Partnership of Kern
Date: Thursday, September 14, 2023 3:50:57 PM

Approved

G

Sent via the Samsung Galaxy S22 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Michelle McFarland <mcfarlandmi@kerncounty.com>
Sent: Thursday, September 14, 2023 12:06:08 PM
To: Gurujodha Khalsa <gkhalsa@kerncounty.com>
Cc: PH Contracts <phcontracts@kerncounty.com>
Subject: **PPSA for Review** Community Action Partnership of Kern

Good morning GK,

Please review/approve the PPSA with Community Action Partnership of Kern for COVID-19 hotel isolation.

Thank you,

Michelle McFarland
Contract Administrator
Kern County Public Health
mcfarlandmi@kerncounty.com
(661) 868-0177
www.kernpublichealth.com



HIPAA NOTICE: The documents accompanying this electronic transmission, or this transmission itself, may contain Protected Health Information. This information belongs to the sender and is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that you may not disclose, copy, distribute or take action on the information in these documents. All such activities are strictly prohibited. If you have received this e-mail in error, please delete the e-mail immediately and empty your deleted items folder or take any steps necessary to ensure permanent deletion.

NOTICE: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. To contact our e-mail administrator directly, send to cocohelpdesk@kerncounty.com

**County of Kern
Purchasing Division**

SOLE SOURCE OR SOLE BRAND VENDOR JUSTIFICATION

Requestor: Jasmine Ochoa
 Department/Division: 4110 Public Health
 Requisition Number: _____

Purchasing will evaluate and approve or deny sole source request as presented in this documentation.

Fill out this form for sole source requests if:

- One-time orders of a single item or non-professional service which cost \$5,000 - \$50,000 – **no single item over \$50,000**
- One-time orders in which the total acquisition of goods or non-professional services costs \$50,000 - \$200,000
- Blanket orders for goods or non-professional services between \$50,000 and \$200,000 annually
- Professional service agreements (PPSA / TDSA) between \$50,000 and \$200,000

Orders exceeding these limits require Board of Supervisors approval

1. Please indicate whether this procurement is a sole source or sole brand:

☒ **Sole Source:** If checked, please specify whether this procurement is for the purchase of 'goods' or 'services'.

- ☐ **Goods:** Item is available from one source only. Item is one-of-a-kind and is not sold through the distributors, only through the manufacturer who is the exclusive distributor of goods you wish to purchase.
- ☒ **Services:** This service can only be performed by one vendor. There are unique qualifications, rights, patents, and/or licenses this vendor possesses which make this vendor exclusive.

OR

☐ **Sole Brand:** There is more than one source that can supply the specified model and brand. A competitive bid can be solicited for this requested brand only. This brand meets form, fit and function. Nothing else will do. (Skip #2 – proceed to #4 below)

2. Have you made a diligent and conscientious search to locate other vendors who can supply this item or service and no other vendor can be found?

- ☐ **No** Please continue to search for other suppliers until you are convinced no other vendor exists that can provide this good/service or commit to a competitive bid process.
- ☒ **Yes** Please fill out required vendor information below.

3. The following vendor is the only vendor able to supply the sole source good or service requested:

Vendor Name:	<u>Community Action Partnership of Kern</u>	Contact:	<u>Jeremy T. Tobias</u>
Address:	<u>5005 Business Park North, Bakersfield, CA 93301</u>		
Federal Employer #:	<u>95-2402760</u>	Email:	<u>jtobias@capk.org</u>
Phone:	<u>661-336-5236</u>	Fax:	<u>661-322-2237</u>

4. a. Describe the goods/services to be purchased. Why has the product and/or vendor been selected?

The M Street Navigation Center and the safe camping program serves on average 230 clients monthly, including 147 overnight stays and 75 safe camping clients. Community Action Partnership of Kern (CapK) will provide services to temporarily isolate clients of the M Street Navigation Center to safely recover from COVID-19 following a positive test or symptoms of COVID-19. CapK will place persons in a hotel and provide supplies to support their temporary isolation.

b. For goods only: Are there unique performance features REQUIRED (not merely preferred) for this product/brand selected that are not available in any other product/brand?

OR

For services only: Are there unique qualifications, rights, patents or licenses that this vendor possesses?

Yes, CapK provides outreach services to the homeless population at the M Street Navigation Center that will be supported by this project. The trust that the Community Action Partnership of Kern has gained will assist in isolating the homeless population in hotels.

c. Why are these specific features/qualifications required?

In order to safely isolate persons from crowded shelters and the streets, we must strengthen hotel isolation services for our most vulnerable communities. Ensuring that these most vulnerable communities have access to COVID-19 services is critical for their overall health.

d. What are the advantages to the County by acquiring this good/service from this vendor?

This vendor has gained trust and provides outreach services to the homeless and unsheltered community. It is essential that this vendor provide hotel isolation services to ensure utilization of services and prevent the spread of infection in shelters.

e. What other products/services have been examined and rejected? Why are other sources that may be able to provide equivalent goods or services unacceptable? Provide a full meaningful explanation.

The Bakersfield Kern Regional Homeless Collaborative, Kern Medical, 211 line, and Community Action Partnership of Kern were contacted to identify existing COVID-19 services for homeless and unsheltered person. It was indicated that all services had ended in January. During examination, Community Action Partnership of Kern was ready to implement this service as the cases of COVID-19 in shelters began to spread quickly and quickly developed a plan to isolate persons to support their recovery.

f. What are the total costs for these goods/services? *All costs stated below shall be considered the TOTAL complete acquisition cost which includes taxes, shipping etc.*

\$116,000

5. Is there an unusual or compelling urgency associated with this project?

☒ No

☐ Yes

Please explain:

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/sole brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.
6. By signing below, my supervisor/authorized department management concurs with this request.

Jasmine Ochoa, Health Equity Program Manager

Requestor's Name (type or sign)

09/11/2023

Date

Brynn Carrigan

Authorized by Department Management (type or sign)

09/11/2023

Date

Confirming/Retroactive PPSA Agreement Justification

Retroactive agreements are agreements in which the service has begun or allowed to continue prior to execution of the agreement.

Allowing a vendor to continue work before the Purchasing Division authorizes/signs PPSA retroactive amendment and has obtained a signed agreement is a confirming/retroactive order and will require a confirming/retroactive justification completed by the Department and reviewed/approved by the Purchasing Manager prior to signing retroactive amendment for Audit purposes.

This confirming/retroactive justification must be attached to the PPSA Agreement Memo submitted for approval. The memo must clearly state that the agreement is retroactive, the period that this retroactive confirming justification will cover and the total dollars that will be invoiced by the vendor for that period under the agreement.

All confirming and retroactive agreements violate procurement policies and procedures and are subject to an audit finding.

When a confirming or retroactive agreement has been identified, the department responsible for the agreement shall complete this form.

Please include a detailed statement explaining the circumstances surrounding the retroactive PPSA agreement.

Community Action Partnership of Kern stepped in to assist with safely isolating the homeless population during a congregate setting outbreak.

What corrective steps have been taken to avoid repetition of the problem?
As this was due to an outbreak we could not foresee the need would be at this level.
The agreement will cover this fiscal year, we are hoping that there will not be a need next fiscal year, but will complete a new PPSA if needed.

PPSA Agreement No.: N/A Vendor: Community Action Partnership of Kern

Amount required to cover the retroactive period: \$14,035.69

Kern County Public Health Services Department
Department Name

Michelle McFarland
Submitter Name/Signature

10/2/2023
Date

Kimberley Simmons
Department Supervisor

10/2/2023
Date

***** Please attach this form to the PPSA Agreement Memo for approval*****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 6004772	CONTACT NAME: PHONE (A/C. No. Ext): (626) 799-7000 FAX (A/C. No.): (626) 583-2117 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C: Cypress Insurance Company</td> <td>10855</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Twin City Fire Insurance Company	29459	INSURER C: Cypress Insurance Company	10855	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Insurance Company	18058														
INSURER B: Twin City Fire Insurance Company	29459														
INSURER C: Cypress Insurance Company	10855														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Community Action Partnership of Kern 5005 Business Park North Bakersfield CA 93309															

COVERAGES**CERTIFICATE NUMBER:** 75512369**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK2522551	3/1/2023	3/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2522551	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB852748	3/1/2023	3/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	COWC458472	7/31/2023	7/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Crime			72KM023012323	3/1/2023	3/1/2024	Emp Theft \$3,100,000/\$15,500 Retention
A	Professional Liab.			PHPK2522551	3/1/2023	3/1/2024	\$1,000,000 Occ. / \$3,000,000 Agg.
A	Sexual Abuse & Molestation				3/1/2023	3/1/2024	\$1,000,000 Occ. / \$3,000,000 Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Additional Insured applies per PIGLDHS1011 attached, only if required by written contract/agreement.
 Umbrella follows form as it relates to additional insureds. WC Waiver of Subrogation applies per WC990410C0119 attached.
 Certificate holder is provided 30 days notice of cancellation (10 days for nonpayment of premium) in accordance with the terms and conditions of the general liability policy. Additional Insured(s): County of Kern Department of Human Services.

CERTIFICATE HOLDER**CANCELLATION**

County of Kern
 P.O. Box 511
 Bakersfield, CA 93302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ron Wanglin

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium (prior to adjustments)

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/31/2023

Policy No.: COWC458472

Endorsement No.:

Insured: Community Action Partnership of Kern

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____ 



MEMORANDUM

To: Budget and Finance Committee

From: Pritika Ram, Chief Business Development Officer

Date: October 18, 2023

Subject: *Agenda Item 4k*: US Department of Health and Human Services – California Community Action Partnership Association – Diaper Distribution Demonstration and Research Pilot Agreement – **Action Item**

In August 2022, the California Community Action Partnership Association (CalCAPA) applied to the US Department of Health and Human Services for the Diaper Distribution Demonstration and Research Pilot program and included Community Action Partnership of Kern (CAPK) as a sub-contractor. This item was brought to the Program Review and Evaluation Committee in September 2022. Since that time, CalCAPA has received the federal pilot grant for diaper distribution and will sub-contract among four (4) CAAs: Kern, Merced, Sonoma, and San Francisco.

The intent of the pilot program is to assist families with diaper distributions coupled with case management to measure the impact of providing: 1) Diaper and Wipe distribution and 2) family well-being development through wrap around services. CalCAPA will be the lead agency providing the case management platform and Supply Bank will provide the diapers and wipes. The program will target clients that we can case manage, including a requirement to submit client data into a shared CRM, My CoPA by Kinder Systems. Client engagement will include family well-being scale assessment to support the Results Oriented Management and Accountability (ROMA) model.

The grant period is effective as of October 1, 2023 and ends by April 30, 2025. The target is to reach approximately three hundred diaper-aged children over the performance period and allocate \$125,000 for program administration. The diaper and wipe purchases are made by CalCAPA as separate expense. For this partnership, CAPK will focus in the East Kern service area through the East Kern (Mojave) and Oasis (Ridgecrest) Family Resource Centers. Funding will be allocated towards a staffing to include a portion of a project lead and staff at the Family Resource Centers for administration.

Recommendation

Staff recommends approval of the US Department of Health and Human Services – California Community Action Partnership Association – Diaper Distribution Demonstration and Research Pilot Agreement and authorize the Chief Executive Officer to execute the agreement.

Attachment

California Community Action Partnership Association (CalCAPA)– Diaper Distribution Demonstration and Research Pilot Agreement



CONTRACT NO.:	90EDA0009 - DDDRP - Community Action Partnership Kern
SUBGRANTEE:	Community Action Partnership Kern 5005 Business Park N Bakersfield, CA 93309
UNIQUE ENTITY IDENTIFIER:	MH2JA4FK2WK1
PROJECT NAME:	CALCAPA – DIAPER DISTRIBUTION DEMONSTRATION AND RESEARCH PILOT
AWARD NUMBER:	90EDA0009-01-00
ASSISTANCE LISTING # (FORMERLY KNOWN AS CFDA#)	93.647
ASSISTANCE LISTING PROGRAM TITLE:	SOCIAL SERVICES RESEARCH AND DEMONSTRATION
FEDERAL AGENCY:	US DEPARTMENT OF HEALTH AND HUMAN SERVICES
PASS-THROUGH ENTITY:	CALIFORNIA COMMUNITY ACTION PARTNERSHIP ASSOCIATION (DBA AS CALCAPA)

CONTRACT

CALCAPA

CalCAPA Executive Director

David Knight
2015 J Street Ste. 200
Sacramento, CA 95811
916-443-1721
dknight@calcapa.org

1. **PARTIES:** This contract is between California Community Action Partnership Association (doing business as CalCAPA), referred to as **CALCAPA**, and **Community Action Partnership Kern**, referred to as **CAPK**, referred to as SUBGRANTEE:

2. **GENERAL PURPOSE OF CONTRACT:** The purpose of the DDDRP is to evaluate the ability of CAAs, social services agencies, and other non-profit community organizations to provide diapers and diapering supplies on a consistent basis through diaper distribution programs while also offering support services for families with low incomes.



3. **ARTICLE I – PERIOD OF PERFORMANCE:** The period of performance shall be ***October 1, 2023 – April 30, 2025***, unless extended by mutual written agreement or terminated in accordance with the terms of this Agreement.

4. **SUBGRANTEE AWARD:** The SUBGRANTEE will be awarded a maximum of **\$125,000**.

The SUBGRANTEE agrees to meet the 10% non-federal match requirement. It will provide **\$12,500** towards this project.

5. **STANDARD TERMS:** This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html> of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS.

This award is subject to requirements or limitations in any applicable Appropriations Act.

This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

This award is subject to requirements as set forth in 2 CFR 25.110 Central SUBGRANTEE Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to HHS, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:



The Administration for Children and Families
U.S. Department of Health and Human Services
Office of Grants Management
ATTN: Grants Management Specialist
330 C Street, SW., Switzer Building
Corridor 3200
Washington, DC 20201

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

6. ROLES AND RESPONSIBILITIES

SUBGRANTEE agrees to the following:

- Participate in grant-related meetings and trainings (at least once a month for each).
- Inventory diapers procured from the SupplyBank as a part of this grant separately from other diaper sources.
- Complete all required SupplyBank paperwork when receiving diaper shipments from the SupplyBank.
- Enter services, outcomes, and surveys within 7 days into CALCAPA.MYCOPA.COM and/or Survey Monkey.
- Submit quarterly agency performance reporting utilizing Microsoft Form and/or SurveyMonkey Form.
- Follow Results Oriented Management and Accountability (ROMA) principles and reporting - including proper CSBG Annual Reporting (Modules 2 and 4), board engagement, and agency participation in ROMA trainings by staff at all levels of the organization.
- Work with CalCAPA on research requirements that are set forth by the Office of Community Services, including through approved research agencies.
- Verify client eligibility, if eligibility is required by OCS (at a minimum, CSBG-eligibility).
- Complete all required intake and demographic information needed for Community Services Block Grant Reporting.
- Submit monthly reimbursements, with adequate backup documentation, utilizing a DocuSign PowerForm or similar platform.
- Follow fiscal policies that comply with federal spending regulations (2 CFR 200) as well as internal agency controls.
- Document the agency's share of the 10% non federal match and provide back-up with reimbursement requests.
- Keep customer files secure and follow best risk-management processes.
- Treat staff and customers ethically and follow the agency's code of conduct.
- Complete Family Well-Being Assessments and to connect families receiving diapers to other services (wrap around services) to the agency's best ability (VITA, HEAT/LIHEAP, WAP, food, transportation, DWS job training programs, etc.).
- Allow CalCAPA staff and/or potential observers from OCS to observe operations onsite.



- Allow CalCAPA to monitor customer files as needed.
- Provide staff to work with SupplyBank to coordinate logistics and expand their delivery capacity.

CalCAPA agrees to the following:

- To comply with all program requirements described in the notice of funding opportunity (HHS-2022-ACF-OCS-EDA-0161), the Notice of Award, any applicable funding restrictions, HHS Standard Terms and Conditions, the HHS Grants Policy Statement, and this Cooperative Agreement.
- To partner with local existing diaper distribution programs operating within the service area.
- To provide training and technical assistance (T/TA) to their partners to help them expand and/or strengthen existing diaper distribution programs.
- To work with their partners to make bulk purchases and ensure efficient transport of diapers and diapering supplies in such a manner as to take advantage of economies of scale.
- To assure that their partners are providing a range of support services to the beneficiaries of the diaper programs.
- To prepare and participate in site visits as organized by OCS.
- Provide timely reimbursements for claims.
- Treat agency as a valued partner and to involve agency in solutions to any challenges incurred as a result of this grant.
- Provide technology, resources, training, and technical assistance to build the agency's capacity for success.
- Safeguard customer information and ensure data sharing for research is done securely, ethically, and legally.
- Facilitate coordination and training meetings utilizing Zoom, Microsoft Teams, and COPA as a central communication point for agency partners.
- Provide CALCAPA.MYCOPA.COM and Survey Monkey reporting tools.
- Monitor the agency at least semi-annually to ensure that all grant requirements are being met.
- Share significant findings with the agency.
- Promote promising practices from this demonstration project with community, state, and federal leaders (advocacy).
- Assist with marketing and outreach events.
- Recognize and celebrate the agency's success.



7. OUTCOMES

SUBGRANTEE will work with CalCAPA to set specific goals relating to the number of clients served and outcome measurements collected.

Goals will support and work towards meeting the following Objectives:

Activity	Sub Activity	Key Activities	Expected Outcomes	Measurement Methods
Diaper & Wipe Distribution		Provision of core diaper and wipe distribution services; On-going documentation of waitlist at each distribution site.	On average 1,080 families each receive approximately 160 diapers and 400 baby wipes, tailored to their specific needs, based on the age and size of the child, on a monthly basis (delivered as-needed frequency) for approximately 18 months or as needed with a goal of serving more than 1,200 families over the length of the contract. 200 of 500 or 40% of individuals will maintain employment past 90 days 100 of 500 or 20% of individuals will maintain employment past 180 days 350 of 500 or 70% of employed individuals will report lowered absenteeism by more than 50% due to child diaper related issues 100 of 1,000 or 10% of unemployed individuals that obtain a skill through DDDRP resources will gain employment 200 of 1,000 or 20% of unemployed individuals will began employment mentoring to gain skills	Monthly reporting on the number of diaper and wipes distributed in each region Follow-up family employment assessments



Activity	Sub Activity	Key Activities	Expected Outcomes	Measurement Methods
Family Well Being Development	Family Well Being Baseline Assessment	Administer a demographic intake and a Family Well-Being Scale Assessment with all participant families that ensures all areas of a family's well-being are assessed including: Food & Nutrition, Housing, Energy/Utilities, Healthcare, Behavioral Health, Transportation, Childcare, Education, Employment, Income Management	<p>Program participants increase their ability to learn about resources and opportunities to be more self-reliant;</p> <p>Program participants are enrolled in other opportunities through CAA and their partner agencies.</p> <p>Partner Delivery Agencies learn information and set a baseline on all needs for families seeking diapers as their presenting needs.</p>	<p>Family Demographic report</p> <p>Family Well Being Scale Assessment combined report includes # administered, # denied, baseline data points of each areas of family well-being</p>



Activity	Sub Activity	Key Activities	Expected Outcomes	Measurement Methods
Family Well Being Development	Wrap Around Services Delivery	Overall: Additional multi-generational wrap-around services are provided through other agency programs or partner agencies.	Overall: 800 out of 1200 or 66% of households out-of-pocket expense reduced After 180 days, 200 out of 1200 or 16.7% of households will no longer have any past due amounts on basic living expenses.	Service record. Data entered into an automated case record at time of encounter. Data entered by Partner service workers Data collected at time of encounter. Report generated to supervisor monthly. Quarterly report generated to CalCAPA.
Family Well Being Development	Wrap Around Services Delivery	Food and Nutrition: 1200 children that will receive diaper services will receive nutrition referral services	600 out of 1200 or 50% will report reduce hunger Proxy Outcome: # children received meals = proxy outcome	
Family Well Being Development	Wrap Around Services Delivery	Housing: 125 families will receive housing assistance	Short Term: 95 of 100, or 95%, of families remain in their own residence for 30 days. Long Term: 75 of 100 or 75% of families will remain in their own residence 90 days 20 of 25 or 80% will avoid foreclosure or bank repossession of home 8 of 20, or 40%, of homeless families obtain emergency shelter lasting no longer than 30 days	
Family Well Being Development	Wrap Around Services Delivery	Transportation: 100 individuals without transportation will be given services or referral services	50 out of 100 or 50% will obtain transportation	



Activity	Sub Activity	Key Activities	Expected Outcomes	Measurement Methods
Family Well Being Development	Wrap Around Services Delivery	Childcare: households are enrolled in or need DDDRPs referrals or services for certified childcare	1,200 out of 1,200 or 100% of families have diaper needs met	Service record. Data entered into an automated case record at time of encounter.
Family Well Being Development	Wrap Around Services Delivery	Education: 100 individuals lack a high school diploma, or a GED will receive education assistance 40 individuals with a GED or HS Diploma and within 3 semesters of completion will be assisted in finishing their vocational training, associate or bachelor's degree.	10 of 100 or 10% of non-GED/High school diploma individuals will obtain their ABE certification 100 individuals obtain access to adult education services 5 out of 40 or 12.5% of individuals obtain access to educational support services vocational training certification, associate, or bachelor's degree	Data entered by Partner service workers Data collected at time of encounter. Report generated to supervisor monthly. Quarterly report generated to CalCAPA.
Family Well Being Development	Wrap Around Services Delivery	Employment: Recruit 1000 unemployed or underemployed individuals that will receive employment services DDDRP Partner service workers will deliver employment skills opportunities and referral services to 1000 individuals seeking employment Emergency supplies will be offered for 100 families completing DDDRPs employment skills training. Items include shoes, clothing, tools, gas cards and other items deemed as necessary to obtain new job	Short Term 200 of 1000, or 20%, of unemployed individuals who begin employment mentoring gain skills Intermediate Term 100 of 1000, or 10%, of unemployed individuals that obtain a skill and resources through DDDRPs resources will gain employment.	



Activity	Sub Activity	Key Activities	Expected Outcomes	Measurement Methods
Family Well Being Development	Follow-Up Assessment	Develop intake and follow up assessments (including translation for non-English speakers). The intake and assessment given to participants at their enrollment and then six months after participating in the program will be developed in partnership with the SupplyBank.org and the National Diaper Bank Network to ensure culturally appropriate and sensitive questions are being asked. This assessment will collect data to understand the financial, emotional, and physical impacts of having regular access to diapers and baby wipes.	<p>400 families participate or 33% participate in a follow-up assessment six months after initial distribution is received.</p> <p>Program participants report decreases in certain health issues (e.g., diaper rash, bladder infections) related to inadequate supply of diapers, wipes, and diapering supplies.</p> <p>Program participants report less frequency in emergency department visits related to health issues caused by experiencing diaper needs.</p>	Assessment completed by family upon enrollment in the program, and six months thereafter to understand the impact of the provided resources.
Family Well Being Development	Data Development	Quarterly meetings with diaper distribution partners to analysis intake form data, baseline assessments and any follow assessments	<p>Increased understanding of using data to expand efficiency and effectiveness of diaper delivery.</p> <p>Ability to deliver analysis to federal funding sources</p>	Combined reports, meeting notes, case study reports, pilot compassion reports



Activity	Sub Activity	Key Activities	Expected Outcomes	Measurement Methods
Training to Expand Diaper Distribution		Initial assessment of diaper banks ability to expand services including identification of satellite sites to ensure vulnerable parts of the community are being served (HPI and census Data), and ability to serve children over the age of three through a partnership with the Department of Developmental Disabilities.	4 partners receive training provided to potential diaper bank distribution sites in vulnerable communities identified by Health Places Index data.	300 families served by each CAA by 12 months into pilot



8. REPORTING

Activity	Sub Activity	Key Activities	Expected Outcomes	Measurement Methods
Technical Assistance to Strengthen & Improve Diaper Distribution Efforts		Provide technical assistance training on a quarterly basis to diaper banks to improve data collection procedures and strengthen programmatic implementation processes.	4 partners receiving technical assistance on outreach methods, data collection, and distribution strategies	Documentation of the number of agencies who participated in training and feedback surveys to ensure information provided is relevant to strengthen program performance.
Evaluation & Reporting:		Quarterly partner meetings to discuss lessons learned and discuss strategies to improve programming; Composition of detailed final report document.	Delivery of one final report inclusive of data from all subrecipient CAAs; results from assessments; and documented unmet needs in the communities served.	Reports with improvement strategies from each quarterly partner meeting, final report at 21 months
Sustainability Planning		Collaborate with internal and external partners and stakeholders to explore opportunities for long term stable programming.	By the end of the grant period, create a sustainability plan with potential additional partnerships and funding opportunities to pursue.	Published report with strategies for expansion, additional funding, added efficiencies and ability to serve more families per dollar invested. Complete at 21 months



SUBGRANTEE will submit quarterly performance reports to CalCAPA, on the following dates:

Performance Progress Report Cycle

Reporting Period	Agency Quarterly Report Due	CalCAPA Deadline for Reporting
8/1/23 - 10/31/23	11/30/2023	11/30/2023
11/1/23 - 1/31/24	2/15/2024	3/1/2024
2/1/24 - 4/30/24	5/15/2024	5/30/2024
5/1/24 - 7/31/24	8/15/2024	8/30/2024
8/1/24 - 11/30/24	11/15/2024	11/30/2024
11/1/24 - 1/31/25	2/15/2025	3/2/2025
2/1/25 - 4/30/25	5/15/2025	5/30/2025

9. MONITORING

- A. Monitoring will be conducted at least semi-annually but may be more frequent if deemed necessary. Some, although not all, triggers for additional monitoring may include:
1. SUBGRANTEE does not submit billings timely.
 2. SUBGRANTEE is identified as having a high-risk through a risk assessment.
 3. SUBGRANTEE is not meeting the terms and conditions of this subaward.
 4. SUBGRANTEE experiences drastic staffing changes.
 5. OCS and/or designated entity requests a site visit.
- B. Other Monitoring may include, but is not limited to, technical assistance, desk reviews, expenditure document review, or monitoring by a third party.

10. SUBAWARDS

SUBGRANTEES under this contract are explicitly forbidden from entering into additional pass-through relationships without the express written permission of CalCAPA.



11. BUDGET

Category	Budget Amount
<i>Salary</i>	<i>\$78,378.00</i>
<i>Fringe</i>	<i>\$24,298.00</i>
<i>Equipment</i>	<i>\$0.00</i>
<i>Supplies</i>	<i>\$0.00</i>
<i>Travel</i>	<i>\$750.00</i>
<i>Other Expenses</i>	<i>\$10,429.00</i>
<i>Indirect Costs*</i>	<i>\$11,145.00</i>
Total Federal Funds	\$125,000.00

* Indirect costs mean indirect costs through a De Minimus or Negotiated Federal Indirect Cost Rate. All other direct admin will be classified under the "Other" Category.

SUBGRANTEE NON FEDERAL COST SHARE	<i>\$43,522.00</i>
PROJECT TOTAL	\$168,522.00

12. FISCAL CONSIDERATIONS:

a. Financial

CalCAPA agrees to reimburse up to the amount listed in Contract Costs using the budget the SUBGRANTEE will establish in monthly billing reimbursement document.

b. Match

DDDRP funds require a non-federal match of 10%. SUBGRANTEE agrees to provide a match. Match must follow the Uniform Guidance Cost-Principles. Matching funds have the same audit and record retention requirements of funds distributed through this contract.

c. Payment

SUBGRANTEE must submit reimbursements monthly. A reimbursement form will be made available, which includes documentation of any match. There will be an option to upload backup documentation for both federal reimbursement and match.

Monthly reimbursements are required. EXAMPLE: All expenses from October 1 – October 31, 2023 will be due on or before November 30, 2023.

CalCAPA reserves the right to refuse reimbursement for expenses that do not meet these deadlines. It also reserves the right to reallocate resources from SUBGRANTEE if there is a failure to draw down funds in a timely manner.



d. Records

SUBGRANTEE shall maintain accounts, record, documents and other evidence relating to performance of and reimbursement for SUBGRANTEEs services in keeping with this Agreement.

SUBGRANTEE will allow CalCAPA or any of their duly authorized representatives access to any SUBGRANTEE books, documents, papers and records which are directly pertinent to the performance of the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

All pertinent records and books of accounts related to the Agreement shall be retained for a period of three (3) years after the conclusion of the Agreement. Records relating to a litigation or claim arising out of the performance of this Agreement, or performance of the Agreement to which exception has been taken as a result of audit and /or inspection, shall be retained by SUBGRANTEE until such litigation, claim or exception has been resolved.

13. OTHER CONSIDERATIONS

1. Compliance with Law

The parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either party to violate such provisions of the law or subject either party to liability for adhering to such provisions of law.

2. Termination

a. This Agreement may be suspended or terminated by CalCAPA upon thirty (30) days written notification to SUBGRANTEEs Authorized Representative if funding is suspended to CalCAPA.

b. This Agreement may be suspended or terminated by SUBGRANTEE upon thirty (30) days written notification to CalCAPA's authorized official if circumstances beyond its control preclude continuation of the project.

c. In the event that either party shall be in breach, violation or default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity) shall have the option of terminating this Agreement upon written notice thereof.

d. Upon any termination thereof, SUBGRANTEE shall within sixty (60) days of the termination date, submit to CalCAPA a final invoice, a final report that summarizes the progress made hereunder, and all other required final reports noted hereunder. CalCAPA shall reimburse SUBGRANTEE for all allowable non-cancelable costs and commitments incurred in the performance of this Agreement prior to the date of notice of termination, provided such costs do not exceed the total amount authorized under this Agreement.



e. SUBGRANTEE agrees that acceptance of final payment from CalCAPA hereby releases and forever discharges CalCAPA of and from all claims, demands, and liabilities whatsoever of every name and nature both at law and in equity.

f. Termination or suspension of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination.

4. Indemnification

SUBGRANTEE shall defend, indemnify, and hold CalCAPA, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SUBGRANTEE, its officers, agents, or employees.

CalCAPA shall defend, indemnify, and hold SUBGRANTEE, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CalCAPA, its officers, agents, or employees.

Signature of Authority:

Community Action Agency		CalCAPA
Signature and Date Authorized Official		Signature and Date Executive Director David Knight



MEMORANDUM

To: Board of Directors

Lois Hannible

From: Lois Hannible, Program Manager

Date: Wednesday, October 25, 2023

Subject: *Agenda Item 4u*: Request to Approve a New Job Description for California Violence Intervention and Prevention (CalVIP) Outreach Worker Program – CalVIP Outreach Worker- **Action Item**

In July of 2022, the City of Bakersfield was awarded grant funds from the Board of State and Community Corrections (BSCC) for the purpose of improving public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group member and gun violence. CAPK was named as a subcontractor in that opportunity and was awarded a three-year contract agreement for a total of \$578,731.

The CAPK Friendship House recently received another CalVIP grant award from the City of Bakersfield, for an Outreach Worker Program, which is intended to build the capacity of the CalVIP program, by providing incident response. The grant award in the amount of \$225,000.00 is for the period of Sept. 28, 2023 to Dec. 31, 2025 and was approved by the Board at the September 27, 2023 meeting.

A CalVIP Outreach Worker is needed to facilitate the program. Attached is the proposed CalVIP Outreach Worker position, which will be housed at the CAPK Friendship House.

Recommendation:

Staff recommends approval of the CalVIP Outreach Worker job description.

Attachment:

CalVIP Outreach Worker Job Description



CalVIP Outreach Worker

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

Salary Range: Grade 08

FLSA Status: Non-Exempt

Date Approved: TBD

SUMMARY:

Under the direction of the Program Manager for the Friendship House (FHCC), the CalVIP Outreach Worker is responsible for establishing a positive rapport with communities and individuals that are at risk of gun and gang violence. The CalVIP Outreach Worker solicits high-risk individuals to encourage positive community engagement while linking them to social services, education, and jobs through an intensive case management process. The CalVIP Outreach Worker will serve as a liaison between health/social services and the community.

SUPERVISION RECEIVED:

Receives supervision from the FHCC 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 accommodations may be made to enable individuals with disabilities to perform essential functions.

Essential Job Specific Duties:

- Conduct outreach to the community (individually and as a team member) to build positive relationships with high-risk individuals, residents, businesses, and community groups.
- Establish and maintain contacts with community-based service organizations, school officials, and resources; collaborate with City and County partners to align efforts and sustain a network of intervention services and violence prevention.
- Interact with individuals, groups, and neighborhoods at high risk of gun violence, as well as the individuals in their support networks; establish trust; seek answers to questions to better understand the situation.
- Assess each situation quickly and thoroughly; determine the best course of care for the individual.
- Provide clients with intensive case management, including daily client contact and coaching as well as support and linkages to programs and opportunities in the community (e.g., job programs, health and wellness and social services, GED, drug treatment, and mentoring).
- Participate in weekly strategic planning, to include research of gun and gang violence to identify potential "hot spots."



- Assist in mediating situations to prevent possible retaliation between individuals and groups (e.g., working with the community, outreach programs and local law enforcement).
- Attend, help facilitate, and plan community events and shooting responses.
- Document all observations and actions using program-specific forms and standards; complete reports and records; perform data entry as needed; maintain confidentiality of information.
- Serve as a liaison between health/social services and the community; assist with crisis management; deescalate tense situations.
- In coordination with the city, respond to incidents of gun and/or gang violence, including emergency response, as needed, to diffuse possible retaliation, mediate, and build relationships of trust.
- Maintain awareness of Bakersfield geography; utilize maps and traffic navigation platforms to report to call locations in a timely manner; operate communication equipment and electronic mobile devices.
- Promote community education, community-based counseling, social support, and advocacy; participate in outreach activities.
- Cultivate, foster, and maintain positive working relationships among crew members and with those contacted in the performance of duties, including co-workers and supervisory staff.
- Performs related tasks as assigned.

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.
- Proactive in the program 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:

- An in-depth knowledge of the City of Bakersfield; demographics, culture and population.
- Specific problems and issues, service needs, perspectives, and lifestyle patterns of high-risk, gang-impacted, and/or gang-involved individuals.
- Techniques and strategies for working with diverse populations and individuals.
- General office practices, including operation of standard office equipment, including a computer terminal.
- Basic interviewing methods and principles.
- Safety practices and procedures related to the job.
- Agency and departmental policies and procedures.
- Current problems of socially and economically challenged families.



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.
- Establish professional working relationships with staff, agencies, and parents.
- Utilize computers to prepare and maintain accurate records and reports.
- Interact effectively within diverse cultural communities and with a variety of public and private agencies, including public school officials, law enforcement, community-based and nonprofit organizations, and other city, county, state, and federal agencies.
- Understand and follow oral and written instructions.
- Clear and concise communication, orally and in writing.

EDUCATION AND EXPERIENCE:

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

- Possession of a High School Diploma or GED.
- AA degree from an accredited college or university with coursework in counseling, social services, or a related field is preferred. Experience may be considered on a year per year basis for education.
- Experience working or interacting with high-risk populations providing intervention and diversion services.
- Understanding of best practices in gang intervention and harm reduction.

OTHER REQUIREMENTS:

- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of live scan clearance, 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 performed indoors and outdoors.
- Noise level is mild to moderate.

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.



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

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



MEMORANDUM

To: Board of Directors
Pritika Ram

From: Pritika Ram, Chief Business Development Officer

Date: October 25, 2023

Subject: *Agenda Item V(a):* CAPK Foundation Ad Hoc Committee: Financial Modeling–
Action Item

At the September 27, 2023 CAPK Governing Board meeting, staff presented the attached memorandum and accompanying documents for informational purposes. These materials outlined the options identified by the Ad-hoc Committee and CCS Fundraising, a nonprofit consultancy, tasked with evaluating sustainable financial models for the CAPK Foundation.

The primary goal in establishing the Ad-hoc Committee was to assess the Foundation's capacity to operate independently. Presently, the Foundation has successfully raised \$3.885 million in philanthropic contributions, with an average cost of only \$0.3 cents per dollar raised over a three-year period, demonstrating its value to the organization.

It is worth emphasizing that the proposed CCS models do not aim to increase overall revenue but rather focus on reorganizing finances within the dual-entity structure. After thorough consideration, the Ad-hoc Committee and the leadership team recommend Option 1: Sustaining 100% financial support for the Foundation from the parent company.

This choice upholds the strategic focus on philanthropic initiatives, maintains the parent/subsidiary relationship in accordance with IRS regulations, mitigates administrative burdens, minimizes confusion and division, and ensures alignment with the parent organization's mission and values.

Recommendation

Staff recommend the Board of Directors endorse the ongoing provision of 100% financial support from the parent company, Community Action Partnership of Kern, to the Community Action Partnership of Kern Foundation. Furthermore, the Foundation will maintain its practice of presenting an annual operating budget to the Governing Board of Directors for approval. This process will enable the Boards and the leadership team to assess past performance and current circumstances of the Foundation and make necessary adjustments to operational support.

Attachment:

CAPK Foundation Ad Hoc Committee: Financial Modeling– Memorandum
CCS Financial Modeling Report for the CAPK Foundation



MEMORANDUM

To: Board of Directors

From: Pritika Ram, Chief Business Development Officer

Date: September 27, 2023

Subject: CAPK Foundation Ad Hoc Committee: Financial Modeling– **Info Item**

During the Feb 2023 CAPK Governing Board meeting, there was a request to create an Ad-hoc Committee to discuss the financial modeling of the CAPK Foundation to ensure adequate operational funding moving forward, which included identifying various options (i.e., tradition and non-traditional models).

CAPK Governing Board: Curtis Floyd and Maritza Jimenez
CAPK Foundation Board: Kevin Burton and Ariana Joven
Dual Role: Fred Plane

The intent of the Ad Hoc Committee is to propose a model(s) that meets our needs and has the appropriate infrastructure to sustain the Foundation. The agency partnered with nonprofit consultancy CCS Fundraising to undertake an assessment aimed at assessing various models and growing our impact. CCS was specifically tasked with evaluating the way the CAPK Foundation is presently operated with the goal of helping us optimize our operations in a way that will help us achieve that. Gathering both insights and feedback from our most respected and aspirational peer organizations is critical to building a strategic growth plan that can be implemented.

In August 2023, CCS concluded the assessment and developed five (5) operational funding models for CAPK's consideration. All options generate a return on investment (ROI) and offer varying degrees of financial support. Further, each option includes a set of financial model assumptions, as described on slide 13/33.

Enclosed is the full report and the following are the CCS recommendations:

Option 4: CAPK only pays for Foundation staff salaries, and the Foundation covers the remainder of its operational budget.

Option 5: A hybrid approach – CAPK pays for Foundation staff salaries, then gradually reduces funding for the remainder of the operational budget to 0%.

The primary reason the CAPK Governing Board of Directors requested an Ad Hoc Committee was to review the operational models for the Foundation and determine the Foundations ability to be “self-sufficient”, meaning the Foundation is capable of meeting its needs or requirements independently, without relying on external assistance or resources. Based on the Foundation's performance to date, CAPK and the Foundation together have raised a total of \$3.885M in philanthropic dollars since its inception, including \$3M for the Food Bank expansion in 2022.

Additionally, they received a \$1M commitment for the FHCC Campaign, bringing the total to \$4.885M. The Foundation has spent an average of \$0.3 cents for every philanthropic dollar raised in the 3-year period. CAPK has seen an average return of 1122% on total foundation expenses to date. As you can see, based on the current performance to date, the Foundation is “self-sufficient” from the standpoint that it raises far more revenue than it costs in operational expenses. The operation of the Foundation is a large net gain to the agency. The only question to answer is how we move the money around within the Foundation and the agency to provide for the operational dollars.

When assessing the various operational funding models proposed via the CCS study, it is important to note that the estimated amount raised by the Foundation over the 9-year study period is constant, it doesn’t change. Selecting any of the models does not generate any greater revenue for the combined entity of CAPK and the Foundation. The models offer suggestions on how to move the money around within this closed, dual entity structure. They merely circulate and account for the money in differing accounting methods.

The Ad Hoc Committee and leadership team reviewed all options and are currently recommending *Option 1: The Foundation continues to receive 100% financial support from the parent company*. Although the CCS recommendations do offer an opportunity to become “non-reliant” on the parent company, they lack the following considerations that impact the intermediate and long-term survivability of the Foundation as part of its core function: to cultivate strong relationships in the community and raise philanthropic funds that are invested in CAPK programs.

- Administrative burden (i.e., indirect, operational expenses, layered clerical duties);
- Internal and External confusion (i.e., confusion among the two companies and mission drift);
- Continued division between the entities; and
- Agency and Programmatic organizational adoption and value of the Foundation.

Focusing purely on providing financial support to the supporting organization allows the Foundation to be strategic on philanthropic initiatives and allocate resources in generating ROI for the parent organization. It also helps maintain the parent/subsidiary relationship that the IRS designation entails and prevents the supporting organization from making decisions independently of their parent organization.

Under Option 1 the CAPK Foundation will continue to present an annual operating budget to the Governing Board of Directors for approval. This allows the boards and leadership team to evaluate prior performance and current conditions of the Foundation and adjust the operational support as needed.

This agenda item is informational and an opportunity to offer any feedback while staff and the Ad Hoc committee finalize the recommendation to The Board. We expect to bring a final recommendation for action to the October 25th Board of Directors.

Attachment

CCS Financial Modeling Report for the CAPK Foundation

CAPK Foundation Development Project

FINAL REPORT

AUGUST 2023



CCS
FUNDRAISING

TABLE OF CONTENTS

03	Acknowledgements
04	CCS Team
05	Introduction
06	Interim Report Summary
08	Philanthropic Potential
09	Peer Benchmarking
11	Financial Model
16	Implementation Plan
21	Appendix



ACKNOWLEDGEMENTS

CCS is pleased to present this final report to the Community Action Partnership of Kern (CAPK) team, to the CAPK Governing Board, and to the CAPK Foundation Board of Directors.

The CCS team would like to share our most sincere thanks for the support, guidance, and partnership we have received from the staff and leadership at CAPK and the CAPK Foundation. We look forward to our continued partnership.



CCS TEAM



**AASHIKA
PATEL**

Executive Vice President
CCS Fundraising



**MARGARET
GALLAGHER**

Vice President, Research
CCS Fundraising



**SAMANTHA
LEVEUGLE**

Senior Director
CCS Fundraising

INTRODUCTION

The Community Action Partnership of Kern hired CCS in June 2023 to develop financial models that identify a path to financial independence for the CAPK Foundation, or that reduce CAPK's financial support of the Foundation. Specifically, CCS focused on three questions:

1. Can the CAPK Foundation achieve near stand-alone state? If so, what would be an appropriate level of operational support in the near to long-term?
2. What is the Foundation's philanthropic potential?

How do we optimize operations to achieve it?

3. Which gift crediting policies should be in place to accurately and efficiently report Foundation revenue numbers?

To answer these questions, CCS interviewed CAPK board members, staff members, and completed a peer benchmarking exercise. Additionally, CCS reviewed CAPK's donor database, financial statements, internal policies, and strategic plans.

The information and recommendations found in the following slides are the result of this analysis.

INTERIM REPORT SUMMARY

While the Foundation does not have a sophisticated fundraising operation, it **successfully raises above its annual operating budget each year**. This fact alone points to the viability of the operation. Foundation expenses have been under budget, and cost per dollar raised has hovered around target (\$0.25-\$0.35).

The Foundation's growth has been slowed due to:

- Non-codified gift crediting policies
- Lack of clear strategy, goals, and storytelling from leadership
- Redundant solicitation efforts
- Lack of culture of philanthropy

The Foundation is still relatively young and in a nascent phase. It is working toward being able to support a sophisticated fundraising operation.

With additional direction, structure, and institutional support, **the Foundation has the potential to be a meaningful profit center for CAPK.**

To support its philanthropic efforts, the Foundation will need help from the parent agency with establishing a culture of philanthropy at every level of the organization.

PATH FORWARD: STRATEGIZE & RELAUNCH

Develop a strategic plan and relaunch the Foundation with specific funding priorities distinct from the government funded efforts of the parent company

PROS

- Maintain expense flexibility
- Opportunity for diverse revenue streams
- Leverage connections and expertise of dynamic fundraising board
- Taper off operational support as fundraising revenue increases

CONS

- CAPK will have to underwrite Foundation operations for a few more years as fundraising improves

IMPLEMENTATION CONSIDERATIONS

- Leadership will need to set strategic plan, a case for support, and fundraising goals in place
- Clear gift crediting policies will need to be codified and ratified for accurate accounting
- Institutional support and culture of philanthropy across the organization will be essential
- **Identify an appropriate operational budget support model & consider taking a set percentage from every gift raised for operational support**

PEER SUPPORTING ORGANIZATIONS

that were interviewed had improved operations during their active years with strategic planning, compelling cases for support, and clear goals

Most foundations had dedicated fundraising staff whose salaries were supported by the Parent organization and obtained operational funding from outside sources for the remainder of the Foundation's operational budget (admin fee, donors, or endowment).

18.6

Average years
active

\$3.5M

Average annual
revenue

\$770K

Average operational
budget

7.2

Average number of
staff members

Additionally, all were considered the designated fundraising arm of their supported charity, meaning that development efforts were kept within the Foundation. All Foundations abided by strict accounting rules, in which checks either 1) had the Foundation name in the payee line, 2) donors were asked to re-write checks or checks were endorsed to the Foundation upon document review.

PEER SUPPORTING ORGANIZATIONS

operate under a variety of financial models

Foundations operated under one of the following: 1) received parent support for salaries, 2) received parent support for salaries & took an administrative fee, 3) received funding from donors & volunteers. These models were the basis for the creation of the CAPK financial model in the following slides.

Peer # 1 – Parent pays for 50% of salaries, all other expenses funded by endowment

Peer #2 – Takes 30% admin fee from every gift for operations

Peer #3 – Has a handful of donors that pay for annual operating budget

Peer #4 – Parent pays for salaries and benefits; takes a 5% admin fee from every gift for all other expenses

Peer #5 – Operates entirely with volunteers; corporate partners fund annual fundraiser

PHILANTHROPIC POTENTIAL

With leadership support and a concerted effort, CAPK has the potential of raising \$1.2M-\$1.9M from major donors over the next five years

A Wealth Engine analysis of all individual donors in CAPK's donor database identified 110 donors with a five-year gift capacity range between \$500K and \$7.5K. If successfully cultivated and solicited, gifts from these donors could result in \$1.2M to \$1.9M in revenue over the next five years. Additionally, Wealth Engine identified 1,636 donors who could give an average of \$36K annually via annual appeal (assuming a 20% participation rate).

Gift Capacity Range	Number of Donors in Range
\$300K-\$500K	1
\$200K-\$300K	3
\$100K-\$200K	19
\$75K-\$100K	12
\$50K-\$75K	22
\$40K-\$50K	9
\$30K-\$40K	15
\$25K-\$30K	7
\$20K-\$25K	4
\$15K-\$20K	10
\$10K-\$15K	4
\$5K-\$7.5K	4
Grand Total	110

Major Gifts - 5 Year Potential	
Low End	\$ 1,215,000
Mid-Range	\$ 1,577,500
High End	\$ 1,940,000

Annual Appeal – Yearly Potential	
# of Prospects	1,636
Average Gift Amount	\$ 112
Total Potential	\$ 183,232
20% Participation	\$ 36,646

THE CAPK FOUNDATION HAS

The potential of raising an average of \$519K annually, or \$2.5M over 5 years

Assuming 20% annual appeal participation, a robust major gift program that raises the targets listed on the previous slide, and consistent Foundation/Corporate giving numbers from FY2022, the CAPK Foundation could raise upwards of \$2.5M over the next five years. Achieving this level of growth is ambitious and may require a longer timeframe (5-10 years). This fundraising potential is the basis for the revenue assumptions and forecast in the CAPK financial model in the following slides.

Low End		Mid Range		High End	
Annual Appeal	\$36,646	Annual Appeal	\$36,646	Annual Appeal	\$36,646
Major Gifts	\$243,000	Major Gifts	\$315,500	Major Gifts	\$388,000
Corporate Giving	\$140,000	Corporate Giving	\$140,000	Corporate Giving	\$140,000
Foundation Giving	\$27,800	Foundation Giving	\$27,800	Foundation Giving	\$27,800
Yearly Event	\$15,000	Yearly Event	\$20,000	Yearly Event	\$25,000
Special Partnerships (i.e., Huggy Heart)	\$15,000	Special Partnerships (i.e., Huggy Heart)	\$20,000	Special Partnerships (i.e., Huggy Heart)	\$25,000
Yearly Total	\$447,446	Yearly Total	\$519,946	Yearly Total	\$592,446
Total 5 Year	\$2,237,232	Total 5 Year	\$2,599,732	Total 5 Year	\$2,962,232

FINANCIAL MODEL OPTIONS

CCS developed five funding options for CAPK's consideration. All options generate an ROI and offer varying degrees of financial support.

Option #1

The Foundation continues to receive 100% financial support from CAPK

Option #2

The Foundation no longer receives funding from CAPK and is 100% financially independent

Option #3

Financial support is decreased each year by 10% until the Foundation receives a maximum of 20% funding each year

Option #4

CAPK only pays for Foundation staff salaries, and the Foundation covers the remainder of its operational budget

Option #5

A hybrid approach - CAPK pays for Foundation staff salaries, then gradually reduces funding for the remainder of the operational budget to 0%

FINANCIAL MODEL ASSUMPTIONS

This model operates on several overarching assumptions, including:

1. It assumes that **outside of CAPK and an administrative fee, there are no other funding sources available for the Foundation**. Specifically, it assumes that no major donors are funding the operations of the Foundation exclusively, and that there are no endowment distributions supplementing funding.
2. It assumes **that all fundraised dollars are restricted** (total unrestricted dollars accounted for 0.62% of all fundraised dollars YTD2023), and that the administrative fee (10%) taken from every gift directly supports operations. It is important to note that with unrestricted dollars, the Foundation could achieve a higher level of financial independence each year.
3. It assumes that **all existing expenses will continue to be incurred for the foreseeable future**, and that these expenses **will continue to grow at an average, yearly inflation rate of 3% (salaries grow at a COLA of 2%)**.
4. It assumes that **the administrative fee that can be charged by the Foundation cannot exceed 10%** to avoid competition between CAPK and the Foundation.
5. It assumes that **if the Foundation incurred a deficit, that this deficit would be paid by CAPK** (as the Foundation has little reserves and unrestricted funds).
6. It assumes that **100% of the Foundation's yearly net income is given to CAPK for programmatic support and is not carried over year to year (i.e., the Foundation has no savings)**.
7. It assumes that **the Foundation can successfully raise 20% more than it did in the previous fiscal year, each year going forward**.

All other relevant assumptions are listed throughout the model as "line-item assumptions".

OPTION #1 – 100% DEPENDENT

At the expected expense and revenue level, the Foundation could generate an ROI of upwards of 464% by year 9 with complete parent financing.

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenue									
CAPK Contribution	\$303,486.87	\$484,350.49	\$412,240.96	\$420,321.64	\$428,597.30	\$437,072.85	\$445,753.31	\$454,643.85	\$463,749.75
Fundraising	500,000	600,000	720,000	864,000	1,036,800	1,244,160	1,492,992	1,791,590	2,149,908
Total Revenue	803,487	1,084,350	1,132,241	1,284,322	1,465,397	1,681,233	1,938,745	2,246,234	2,613,658
Total Expenses	303,487	484,350	412,241	420,322	428,597	437,073	445,753	454,644	463,750
Net Income (Loss)	\$500,000	\$600,000	\$720,000	\$864,000	\$1,036,800	\$1,244,160	\$1,492,992	\$1,791,590	\$2,149,908
Cost per \$ Raised	0.38	0.45	0.36	0.33	0.29	0.26	0.23	0.20	0.18
ROI	165%	124%	175%	206%	242%	285%	335%	394%	464%

If all Foundation expenses were covered by CAPK, the Foundation could give 100% of fundraised dollars to the parent agency for program support. With a relatively consistent expense level (between \$400K and \$500K over 10 years), every dollar spent on the Foundation could generate an ROI of upwards of 464% within 9 years.

Key Takeaway: This model is a viable solution for CAPK and the Foundation should the Board value return on investment more than cutting funding support.

OPTION #2 – 100% INDEPENDENT

At the expected expense and revenue level, it would take over 10 years for the Foundation to achieve financial independence.

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenue									
CAPK Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fundraising	500,000	600,000	720,000	864,000	1,036,800	1,244,160	1,492,992	1,791,590	2,149,908
Total Revenue	500,000	600,000	720,000	864,000	1,036,800	1,244,160	1,492,992	1,791,590	2,149,908
Total Expenses	303,487	484,350	412,241	420,322	428,597	437,073	445,753	454,644	463,750
Net Income (Loss)	196,513	115,650	307,759	443,678	608,203	807,087	1,047,239	1,336,947	1,686,159
Cost per \$ Raised	0.61	0.81	0.57	0.49	0.41	0.35	0.30	0.25	0.22
Admin Fee Rev.	50,000	60,000	72,000	86,400	103,680	124,416	149,299	179,159	214,991
Deficit/Surplus	(\$253,487)	(\$424,350)	(\$340,241)	(\$333,922)	(\$324,917)	(\$312,657)	(\$296,454)	(\$275,485)	(\$248,759)

An administrative fee of 10% is not sufficient to cover Foundation expenses alone. The Foundation would experience a six-figure deficit each year for well over 10 years before it could achieve solvency. The deficit is too large to be entirely covered by the Foundation's reserves or unrestricted dollars and would most likely have to be covered by CAPK.

- Key Takeaway: This model is not a viable solution for the Foundation or for CAPK at its projected revenue numbers.

OPTION #3 – STAGGERED DROP TO 20%

At the expected expense and revenue level, the Foundation would be financially solvent for 4 years, and would incur increasing deficits every year thereafter.

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenue									
CAPK Contribution	\$319,137	\$434,000	\$328,056	\$292,675	\$255,803	\$217,384	\$177,361	\$135,674	\$92,261
Fundraising	500,000	600,000	720,000	864,000	1,036,800	1,244,160	1,492,992	1,791,590	2,149,908
Total Revenue	819,137	1,034,000	1,048,056	1,156,675	1,292,603	1,461,544	1,670,353	1,927,264	2,242,169
Total Expenses	303,487	484,350	412,241	420,322	428,597	437,073	445,753	454,644	463,750
Net Income (Loss)	500,000	551,778	637,986	738,568	866,265	1,026,776	1,226,950	1,475,018	1,780,865
Cost per \$ Raised	0.39	0.47	0.39	0.36	0.33	0.30	0.27	0.23	0.21
Parent Support %	100%	90%	80%	70%	60%	50%	40%	30%	20%
Parent Total \$	319,137	434,000	328,056	292,675	255,803	217,384	177,361	135,674	92,261
Admin Fee Rev.	50,000	60,000	72,000	86,400	103,680	124,416	149,299	179,159	214,991
Deficit/Surplus	\$50,000	\$61,778	\$51,764	\$12,732	(\$54,124)	(\$147,092)	(\$263,835)	(\$401,249)	(\$555,301)

The Foundation could sustain operations with administrative fee of 10% for four years. It is not sustainable thereafter – it would experience an increasing six-figure deficit each year. The deficit is too large to be entirely covered by the Foundation's reserves or unrestricted dollars and would most likely have to be covered by CAPK.

- Key Takeaway: This model is not a viable solution for the Foundation or for CAPK at its projected revenue numbers.

OPTION #4 – SALARIES ONLY

At the expected expense and revenue level, it would take 10 years for the Foundation to be able to cover its operations with an admin fee of 10%.

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenue									
CAPK Contribution	\$153,714	\$232,529	\$237,180	\$241,923	\$246,762	\$251,697	\$256,731	\$261,866	\$267,103
Fundraising	500,000	600,000	720,000	864,000	1,036,800	1,244,160	1,492,992	1,791,590	2,149,908
Total Revenue	653,714	832,529	957,180	1,105,923	1,283,562	1,495,857	1,749,723	2,053,456	2,417,012
Total Expenses	303,487	484,350	412,241	420,322	428,597	437,073	445,753	454,644	463,750
Net Income (Loss)	350,227	348,179	544,939	685,602	854,965	1,058,784	1,303,970	1,598,812	1,953,262
Cost per \$ Raised	0.46	0.58	0.43	0.38	0.33	0.29	0.25	0.22	0.19
Parent Total \$	153,714	232,529	237,180	241,923	246,762	251,697	256,731	261,866	267,103
Admin Fee Rev.	50,000	60,000	72,000	86,400	103,680	124,416	149,299	179,159	214,991
Deficit/Surplus	(\$99,773)	(\$191,821)	(\$103,061)	(\$91,998)	(\$78,155)	(\$60,960)	(\$39,723)	(\$13,619)	\$18,344

The cost to raise a dollar gradually decreases to industry standard of \$0.19, the Foundation can pay for all operational expenses except for salaries by year 9, and CAPK reduces operational support by 35%, then gradually more thereafter. Additionally, it is feasible for the Foundation to pay for the gradually decreasing, five figure deficits from unrestricted funds or from Foundation reserves as needed.

➤ Key Takeaway: This is a reasonable model for donors, the Foundation, and CAPK.

OPTION #5 – HYBRID (SALARIES & DECREASING OPERATIONAL SUPPORT)

At the expected expense and revenue level, the Foundation will be able to cover all operational expenses outside of salaries by year 2032 with a 10% admin fee.

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenue									
CAPK Contribution	\$258,555	\$383,622	\$324,710	\$313,283	\$301,313	\$288,772	\$275,633	\$261,866	\$267,103
Fundraising	500,000	600,000	720,000	864,000	1,036,800	1,244,160	1,492,992	1,791,590	2,149,908
Total Revenue	758,555	983,622	1,044,710	1,177,283	1,338,113	1,532,932	1,768,625	2,053,456	2,417,012
Total Expenses	303,487	484,350	412,241	420,322	428,597	437,073	445,753	454,644	463,750
Net Income (Loss)	455,068	499,272	632,469	756,961	909,515	1,095,859	1,322,872	1,598,812	1,953,262
Cost per \$ Raised	0.40	0.49	0.39	0.36	0.32	0.29	0.25	0.22	0.19
Parent Support %	70%	60%	50%	40%	30%	20%	10%	0%	0%
Parent Total \$	258,555	383,622	324,710	313,283	301,313	288,772	275,633	261,866	267,103
Admin Fee Rev.	50,000	60,000	72,000	86,400	103,680	124,416	149,299	179,159	214,991
Deficit/Surplus	\$5,068	(\$40,728)	(\$15,531)	(\$20,639)	(\$23,605)	(\$23,885)	(\$20,821)	(\$13,619)	\$18,344

The cost to raise a dollar gradually decreases to industry standard of \$0.19, the Foundation can pay for all operational expenses except for salaries by year 9, and CAPK reduces operational support by 35% then gradually more thereafter. Additionally, it is feasible for the Foundation to pay for the deficits from unrestricted funds or from Foundation reserves.

➤ **Key Takeaway:** This is a reasonable model for donors, the Foundation, and CAPK.

CCS RECOMMENDATION: OPTION 4 OR 5

If reducing financial support is CAPK's primary goal, then it is our opinion that options 4 & 5 offer the most benefits. CAPK leadership should select & adopt the option that best fits the organization's needs for the next 10 years.

PROS:

- Reduce parent operational support by over 35% over the course of ten years (and more thereafter)
- Avoids 6 figure deficits
- Achieve an industry standard cost per dollar raised of \$0.19
- Foundation will be able to fund the remainder of the budget with an administrative fee of 10% within 9 years
- Gives the Foundation the ability to restrict the majority of funds raised for CAPK use

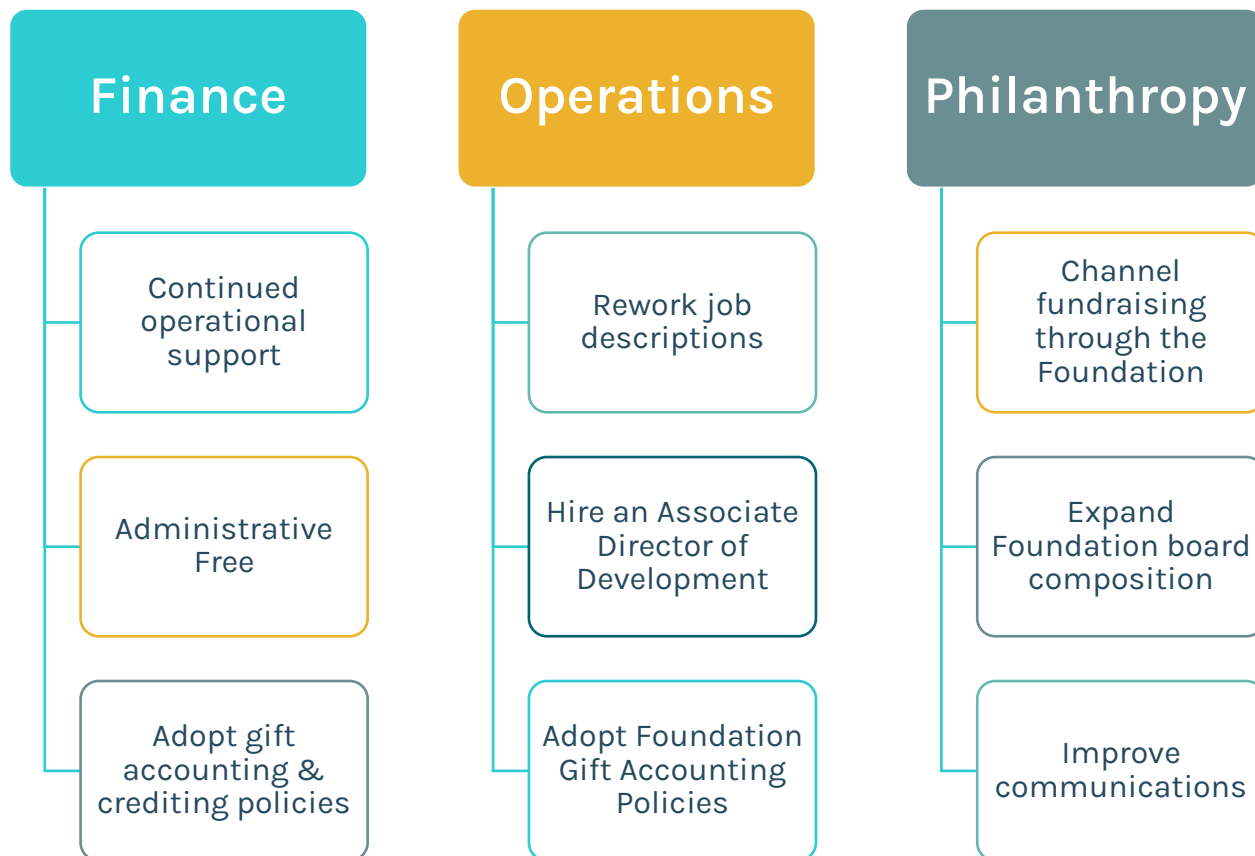
CONS:

- The Foundation will have deficits for 7-8 years until it achieves near stand-alone state
- The path to near stand-alone state is longer than anticipated; it will take over ten years to reduce Parent support by over 35%
 - CAPK will need to fund the Foundation for the next ten years

Note: Option 5 has the lowest deficit of the two options and two years of positive cashflow.

AN IMPLEMENTATION PLAN

That addresses the following three pillars will be necessary to achieve the results found in the financial model and to successfully relaunch Foundation efforts.



IMPLEMENTATION PLAN - FINANCE

Specific goals will need to be set, and policies adopted to realize the results found in the Financial Model.



CAPK and the Foundation set mutually agreed upon fundraising goals and expense targets yearly

Having specific key performance indicators against which performance can be measured will help the Foundation achieve near stand-alone state in a timely manner, while adequately managing Parent spend. Progress towards goals should be closely monitored and re-evaluated each year.



Continued parent operational support for five to ten years

CAPK provides financial support to the Foundation as fundraising ramps up. Every year the Foundation puts forth a budget, the discussion is centered around percentage of support provided, and by how much that percentage can be decreased for the coming year.



The Foundation implements a 10% administrative fee policy

The Foundation takes a percentage for operations from all gifts coming into the Foundation or increases the level of unrestricted giving to fund operations. All other dollars are given to CAPK for programmatic support.



CAPK amends its Gift Acceptance Policies to include provisions for gift accounting and crediting

These policies should specify that administrative fees will only be deducted from a gift once (either for the Foundation or for CAPK) and should detail which gifts are to be credited to the Foundation and which are credited to the Parent. Checks intended for the Foundation (and for which there is documentation) should be endorsed to the Foundation. CAPK should also agree to report check deposits more frequently for timely donor acknowledgement procedures to take place.

IMPLEMENTATION PLAN - OPERATIONS

Clarifying and expanding the roles of Foundation staff will be required to support increased fundraising.



The Director of Development should be viewed as the executive leader of the Foundation (per industry standard)

The Director's role is to develop and implement strategic plan for the Foundation. The Director should also develop a strong case for support that compels donors to give, set annual fundraising goals, focus their efforts on major gift outreach as well as Foundation and Corporate Giving. All of these should be done in collaboration with CAPK leadership and the Foundation Board.



Fill the Associate Director of Development position in 2025

The Associate Director will work closely with the Director of Development to implement Foundation strategy & to achieve goals. They should take on the annual appeal, community engagement efforts, and events.



The Foundation Assistant's role should be expanded to include gift accounting procedures

The Foundation Assistant should more specifically focus on gift accounting, donor acknowledgement, and database management, and should assist with other tasks as needed.



The Foundation should adopt Gift Acceptance and Processing Policies with a gift crediting component

These policies should detail which gifts can be accepted, how they are to be processed & deposited, and how the donor is to be acknowledged. Policies should include a section agreeing to have documentation for every gift raised and to a monthly reconciliation process with CAPK's Finance Team.

IMPLEMENTATION PLAN - OPERATIONS

Clarifying and expanding the roles of Foundation staff will be required to support increased fundraising.



CAPK and the Foundation should mutually agree on the disbursement of Foundation funds and codify these procedures

While all monies fundraised for a specific program should be directly disbursed to that program (e.g., the Food Bank), a method via which other monies are distributed will need to be codified. There are several methods that can be employed:

- Individual programs can apply for grants from the Foundation
- All funds can be disbursed to CAPK annually and distributed at CAPK leadership's discretion
- A percentage of all funds can be disbursed to CAPK annually and distributed at leadership's discretion (the remainder would stay with the Foundation to build up an endowment or as reserves).

The disbursement process should be discussed and approved by the leadership of both boards and should meet the needs of CAPK programs.



The Foundation should create standardized major gift request letters, gift agreements, annual giving pledge cards

Having formalized gift agreement documents will facilitate the accounting portion of gift processing, ensuring that appropriate credit is given to the Foundation for gifts that may inadvertently be made out to CAPK (instead of CAPK Foundation).



The Foundation should set up its own mailbox to which it can direct donors to mail checks

Having a separate mailbox for the Foundation will further ensure that gifts intended for it are directed to it, and that checks for the Foundation are processed as a separate batch. This will facilitate gift crediting and processing for both, CAPK and the Foundation. This step can be completed when CAPK moves offices in 2024.

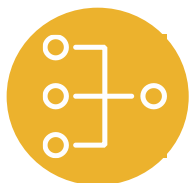
IMPLEMENTATION PLAN - PHILANTHROPY

Developing an internal culture of philanthropy will be essential to support increased fundraising. CAPK leadership should express clear support for the Foundation both internally & externally.



All fundraising efforts must be routed through the Foundation

At present, CAPK programs fundraise independently of the Foundation. This approach appears disjointed and creates confusion among donors. It is primordial that leadership agree to have all fundraising efforts (except government grant applications) set up and ran via the Foundation. Leadership must ensure that this is clearly communicated throughout the organization and adhered to.



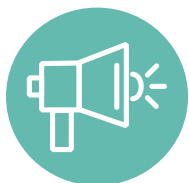
The Foundation should have a clear case for support and funding priorities

Since the Foundation will be the designated fundraising arm of CAPK, it will need to establish clear funding priorities to which donors can give. Priorities can include: the Food Bank, General Programmatic Support, an Emergency Fund, and a Special Projects Fund.



The Foundation should consider inviting program administrators and former governing board members to join its board or to participate in fundraising activities

Expanding agency engagement by extending board invitations to internal stakeholders or inviting them to participate in fundraising events or solicitations will help staff understand the importance of the Foundation and will help develop a culture of philanthropy throughout the organization.

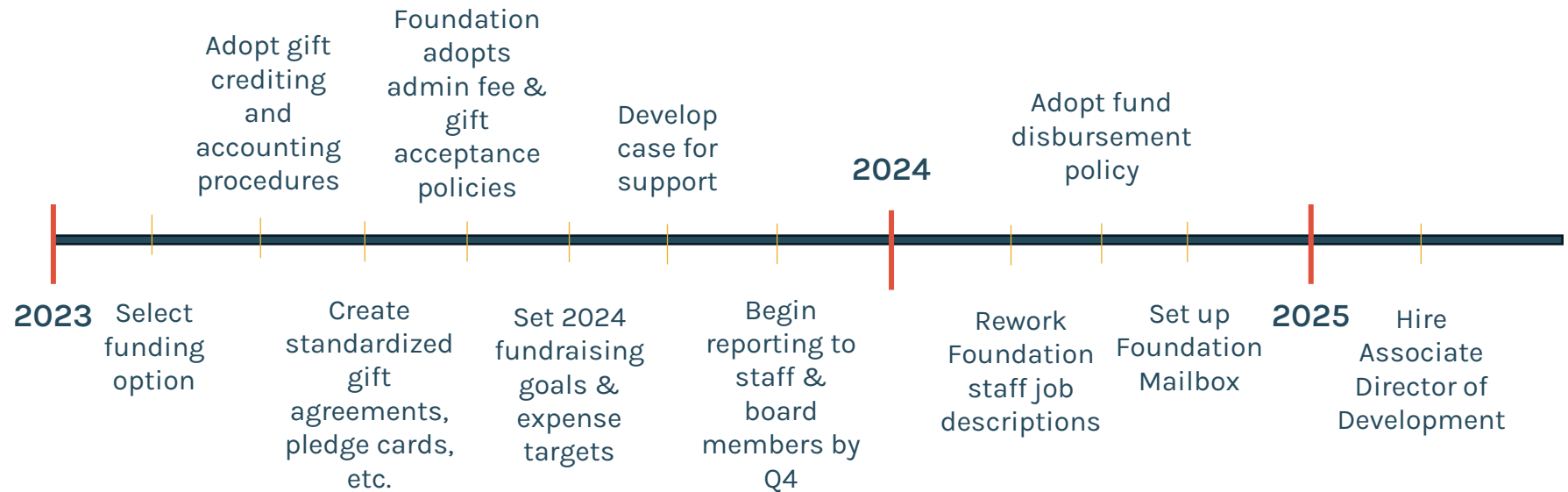


The Foundation should report progress & success stories during all-staff meetings and to the Governing Board more frequently

Sharing success stories and progress to date with all stakeholders will increase exposure to the Foundation, which in turn should help in the development of a culture of philanthropy.

SUGGESTED IMPLEMENTATION TIMELINE

Implementation recommendations made above can be implemented within the next three years as follows:



A photograph of a smiling woman with grey hair tied back, wearing a green t-shirt with the word 'VOLUNTEER' printed on it. She is holding a large, dry branch. The background shows a house and trees. A semi-transparent teal overlay covers the entire image, and white text is positioned on the left side.

DISCUSSION

AND FEEDBACK



Thank You

APPENDIX

AGGREGATED BENCHMARKING RESULTS (1/4)

Organization	Est.	Active Years	Revenue	Operational Budget	Expenses as % of Revenue	Support from Parent?
Bakersfield ARC	2000	2	\$ 1,000,000	\$ 150,000	15%	None
Grimm Foundation	2011	12	\$ 1,500,000	\$ 450,000	30%	Independent
Kern Medical Foundation	1980	8	\$ 9,000,000	\$ 2,500,000	28%	None
CSUB Foundation	1970	50	\$ 6,000,000	\$ 750,000	13%	Salaries
CAPWYN	2002	21	\$ 100,000	\$ -	0%	None
Results		18.6	\$ 3,520,000	\$ 770,000		4/5 are independent

AGGREGATED BENCHMARKING RESULTS (2/4)

Organization	Board Composition	Performance Reporting	# Staff
Bakersfield ARC	No parent reps; must serve with Foundation before heading to Governing Board	President/CEO reports foundation performance to Governing Board	2
Grimm Foundation	N/A	N/A	5
Kern Medical Foundation	2 executives, 2 program leaders	Annual report presented publicly	4
CSUB Foundation	3 university executives	Annual report published and presented to CSU Board; Fact Book is published and shared yearly	25
CAPWYN	Former ED on the Board	N/A	0
Results	4/5 have parent org reps on the board	Most popular reporting method is an annual report	7.2

AGGREGATED BENCHMARKING RESULTS (3/4)

Organization	% for operations	Endowment Distribution %
Bakersfield ARC	0	0
Grimm Foundation	30	N/A
Kern Medical Foundation	Some donors support operations	N/A
CSUB Foundation	5%	4%
CAPWYN	0	0
Results	3/5 Fundraise for Operations	1/5 had an endowment with a distribution rate of 4%

AGGREGATED BENCHMARKING RESULTS (4/4)

Organization	Gift Crediting Policy
Bakersfield ARC	Unsolicited gifts are accounted for with Corporate; gifts that are the result of fundraising go to the Foundation
Grimm Foundation	Independent so kept all gifts; some pass through gifts or grants were allotted to the Foundation budget as revenue/expense (balanced out)
Kern Medical Foundation	Everything is routed to the Foundation; donors are asked to re-write checks if errors OR endorse the checks over to the Foundation
CSUB Foundation	Checks must be made out to the Foundation; donors are asked to re-write checks if issues; procedure exists to ensure correct endorsement
CAPWYN	N/A
Results	Only 1/5 routed all gifts through the Foundation; all ensured checks were made to the Foundation or endorsed over to the Foundation





MEMORANDUM

To: Board of Directors
Pritika Ram

From: Pritika Ram, Chief Business Development Officer

Date: October 25, 2023

Subject: *Agenda Item V(b):* County of Kern – Homeless Housing, Assistance and Prevention (HHAP) 3 Program Coordinated Entry System (CES) – **Action Item**

The County of Kern, through the Homeless Housing, Assistance and Prevention (HHAP) 3 Program is allocating funds to further support the Coordinated Entry System (CES) program. The intent of the funds is to implement the following strategies to address the response time for unsheltered individuals seeking placement into shelter options.

Based on the volume of CES callers requesting immediate placement services, the strategies below will link clients to a live-CES housing navigator within 3-8 minutes of calls placed.

- Streamline Intake process for Street Outreach Clients. As part of the intake process, the questionnaire will be modified to the following fields to streamline the information gathering process while soliciting required information.
 - Name, Location, Unique Physical Identifiers, ADA compliance, Alert to barriers to care (i.e., active drug use, medication, injuries), belongings and pets.
- Begin recruitment of targeted outreach staff.
 - Staffing Plan
 - CAPK
 - CES will hire 2.5 FTE Homeless Navigators, with training for approximately 4-6 weeks.

The hours of operation for the staff will be Monday to Friday 730 am to 430 pm, and Saturday 8 am to 12 pm, allowing for covering 6 days per week during high peak times when services are available, which includes holidays.

The agreement begins on November 7, 2023 through December 31, 2025; however, the County has identified additional sources of funding to sustain the program. The amount of the contract is \$200,000, which allocates 75% towards salaries and benefits for 2.0 FTE Housing Navigators, 4% of space costs, 7% for supplies, 5% for operating costs, and 9% for indirect costs.

This agreement and expansion of the CES program aligns with GOAL # 3: Advance economic empowerment and financial stability for low-income people in the communities we serve.

- Objective 3.1: Increase housing stability for people experiencing or at risk of homelessness.
 - 3.1.1 a: Expand the Coordinated Entry System (CES) to provide greater access to prioritized services for people who are experiencing homelessness or at-risk of becoming homeless.

Recommendation

Staff recommend the Board of Directors authorize the Chief Executive Officer to execute the County of Kern – Homeless Housing, Assistance and Prevention (HHAP) 3 Program Coordinated Entry System (CES) agreement.

Attachment:

County of Kern – Homeless Housing, Assistance and Prevention (HHAP) 3 Program Coordinated Entry System (CES) Agreement (DRAFT)

**COMMUNITY ACTION PARTNERSHIP OF KERN
SUBRECIPIENT AGREEMENT FOR HOMELESS HOUSING ASSISTANCE
AND PREVENTION ROUND 3 GRANT FOR COORDINATED ENTRY SYSTEM
RAPID RESPONSE PROJECT**

THIS AGREEMENT is made and entered into on _____ (“Effective Date”), by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**COUNTY**”), and **COMMUNITY ACTION PARTNERSHIP OF KERN** (“**CAPK**” or “**CONTRACTOR**”), a California non-profit, public-benefit corporation.

R E C I T A L S

- A.** The California Governor and Legislature have provided funding to local governments under the Homeless Housing Assistance and Prevention Round Three program as part of AB 140 (Chapter 111); and
- B.** The State of California has granted Homeless Housing, Assistance and Prevention Round Three (“**HHAP3**”) funds to **COUNTY** and **COUNTY** desires to grant **HHAP3** funds to **CONTRACTOR** to decrease call response times for unsheltered individuals utilizing the Coordinated Entry System, ran through the 211 Call Center, seeking resources and placement into housing.
- C.** **COUNTY** desires to assist **CONTRACTOR** by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in the county; and
- D.** **CONTRACTOR** represents that **CONTRACTOR** is experienced and well qualified in the field of homeless services for individuals and families.

AGREEMENT:

NOW, THEREFORE, incorporating the foregoing recitals herein, **COUNTY** and **CONTRACTOR** mutually agree as follows:

- 1. SCOPE OF WORK.** The scope of the grant is set forth in **Exhibit “A”** which is attached hereto and incorporated herein by reference as if set forth in full.
- 2. HHAP3 FUNDING TERMS.** **CONTRACTOR** and its subcontractors must abide by all terms of the **HHAP3** State of California Standard Agreement, which is attached hereto and incorporated by reference as **Exhibit “B”**.
- 3. COMPENSATION.** It is expressly agreed and understood that the total amount to be paid by **COUNTY** under this Agreement shall not exceed **TWO HUNDRED THOUSAND DOLLARS** (\$200,000). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. Such grant shall only be used

to pay for operating costs provided as set forth in **Exhibit “A”** and in accordance with this Agreement.

3.1. Disbursement of Funds. COUNTY shall not be obligated to disburse, or pay to, CONTRACTOR or any third party, any funds until and after COUNTY receives HHAP3 funds from the state government. If COUNTY does not receive such funds, COUNTY, at its option, may terminate or suspend this Agreement without any liability to CONTRACTOR or its subrecipients until COUNTY receives such funds. CONTRACTOR shall not be entitled to any damages from COUNTY if COUNTY refuses to disburse funds until COUNTY receives funds, even if CONTRACTOR or any third party has detrimentally relied upon this Agreement.

3.1.1. CONTRACTOR shall conform to the “time frame” as set forth in **Exhibit “A,”** attached hereto and incorporated herein by reference. CONTRACTOR shall pay for any and all costs greater than TWO HUNDRED THOUSAND DOLLARS (\$200,000).

3.2. Eligible Claims for Payment. COUNTY agrees to pay eligible claims for payment to CONTRACTOR within thirty (30) days after COUNTY receives an eligible claim for payment as set forth herein, and a properly designated CONTRACTOR official certifies the claim for payment.

3.3. Method of Payment. COUNTY agrees to pay “claims for payment” directly to CONTRACTOR within thirty (30) days after COUNTY receives a satisfactory “claim for payment.” CONTRACTOR may request one-time funding advance equal to 1/12 of the project’s annual budget. CONTRACTOR shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which CONTRACTOR claims reimbursement, as well as describing to which of the Activities the payment is related. CONTRACTOR shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as COUNTY may specify. Any receipt or backup pertaining to claims for payment shall also be submitted to COUNTY. COUNTY may review the claim for completeness and accuracy and in the event of any claim disputed amounts, COUNTY reserves the right to refuse to pay any claim for payment until the disputed amount is supported and founded to COUNTY’s satisfaction.

3.4. Term. The term of this Agreement shall commence upon the Effective Date, and end December 31, 2025.

4. CONTRACTOR’S OBLIGATIONS. In addition to the terms stated herein, CONTRACTOR shall comply with the following Federal and State laws and regulations:

4.1. Laws and Regulations

4.1.1. Federal. CONTRACTOR shall comply with all provisions of Federal law applicable to this Agreement.

4.1.2. California. CONTRACTOR shall comply with all provisions of California law applicable to this Agreement.

4.1.3. Independent Contractor. CONTRACTOR understands and agrees that it is an “independent contractor” with respect to the services to be performed under this Agreement. CONTRACTOR is not an agent or employee of COUNTY for any purpose and is not entitled to any of the benefits provided by COUNTY to its employees. COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance. This agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

4.1.4. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR’s employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for COUNTY’s sole active negligence or willful misconduct.

4.1.5. Insurance. In addition to any other insurance or bond required under this Agreement, CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance (“**basic insurance requirements**”). CONTRACTOR shall not perform any Services until CONTRACTOR has obtained all insurance required under this Section and the required certificates of insurance and all required endorsements have been filed with County’s authorized insurance representative (“**Authorized Insurance Representative**”). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. 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 the designated person is an authorized representative and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits, and termination provisions. CONTRACTOR shall promptly deliver to 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. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium 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.

4.1.5.1. Workers’ Compensation and Employer’s Liability Insurance Requirement. If CONTRACTOR has employees who may perform any Services under this Agreement, CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers’ compensation in accordance with the provisions of California Labor Code Section 3700. CONTRACTOR shall require any CONTRACTOR Representatives to provide workers’ compensation for any of the CONTRACTOR Representative’s employees, unless the employees are covered by the insurance carried by CONTRACTOR. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, CONTRACTOR shall provide and/or require each CONTRACTOR Representative 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.

4.1.5.2. Liability Insurance Requirements.

4.1.5.2.1. Types of Liability Insurance. CONTRACTOR shall maintain in full force and effect, during the Term, the following types of liability insurance:

4.1.5.2.1.1. Commercial General Liability Insurance, including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR'S performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for CONTRACTOR Representatives working on behalf of the named insured. CONTRACTOR shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

4.1.5.2.1.2. Automobile Liability Insurance, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

4.1.5.2.1.3. Professional Liability (Errors and Omissions) Insurance, for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

4.1.5.2.2. Endorsements. The Commercial General Liability and Automobile Liability Insurance required in this Section 9 shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The 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 other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

4.1.5.2.3. Claims-Made Insurance. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; (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.

4.1.5.3. Insurance Companies. 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 in writing by the County Risk Manager.

4.1.5.4. Self-Insurance. If CONTRACTOR is, or becomes during the Term, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by CONTRACTOR are equivalent to the required coverages. 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 in writing by the County Risk Manager.

4.1.5.5. Primary Insurance; Waiver of Subrogation. All insurance carried by CONTRACTOR shall be primary to and not contributing to any insurance or self-insurance maintained by 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 County.

4.1.5.6. Insurance Does Not Replace Indemnification. Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of the coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking other actions as are available to it under this Agreement or under Applicable Law.

4.1.5.7. Failure to Maintain Insurance. Failure by CONTRACTOR to maintain all 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 the breach. Alternatively, County may purchase the 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 the insurance. If the balance of monies owed to CONTRACTOR under this Agreement is insufficient to reimburse County for the premiums and any associated costs, CONTRACTOR shall reimburse County for the premiums and pay for all costs associated with the purchase of the 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.

4.1.5.8. Cancellation of Insurance. The insurance coverages required to be maintained by CONTRACTOR shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant in the case of non-payment of premiums, or thirty (30) days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CONTRACTOR agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

5.1.2. Documentation and Record Keeping.

5.1.2.1. Records to be Maintained. CONTRACTOR shall maintain all records required by the State regulations specified in “**Exhibit A**” and “**Exhibit B**” that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.2.2. Retention. CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

5.1.2.3. Client Data. CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be submitted to COUNTY or its designees for review on a quarterly basis using the attached Homeless Housing Assistance and Prevention Report or alternative form approved by COUNTY.

5.1.2.4. HMIS Reporting Requirements. CONTRACTOR will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD’s standards for participation.

5.1.2.5. Property Records. CONTRACTOR shall accept title to and be responsible for the maintenance and operation of the improvements made to the real and/or personal property acquired with funds under this Agreement. CONTRACTOR shall maintain real and/or personal property inventory records which clearly identify properties purchased, improved or sold. All maintenance, inspection and repair records to real and/or personal property acquired with funds under this Agreement shall also be retained.

5.1.2.6. Close-Outs. CONTRACTOR’s obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY), and determining the custodianship of records.

5.1.2.7. Audits and Inspections. All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to COUNTY, its designee or the State Government, at any time during normal business hours, as often as COUNTY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within thirty (30) days after

receipt by it. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual audit conducted in accordance with current COUNTY policies concerning subrecipient audits.

5.2. Personnel and Participant Conditions

5.2.1. Nondiscrimination Requirements. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5.2.2 Conflict of Interest. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

5.2.3 Drug Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) See **Exhibit “C”**.

5.2.4 Child Support Compliance Act. For any Contract Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3. Environmental Conditions.

5.3.1. Environmental Considerations. COUNTY and CONTRACTOR want to assure that the policies of the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, COUNTY shall comply with the CEQA review procedures (Title 14, Section 15000 et. Seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in the CEQA review procedures shall extend the estimated work completion period.

6. COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES AND REGULATIONS. The CONTRACTOR agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP3 program, the CONTRACTOR, its Subcontractors, and all eligible activities.

CONTRACTOR shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. CONTRACTOR shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies of permits and approvals to The COUNTY upon request.

7. COUNTY's OBLIGATIONS.

7.1. Copy of Regulations and Statutes. COUNTY will make available to CONTRACTOR a copy of any regulation COUNTY enacts to facilitate administration of said Program.

8. COUNTY'S REMEDIES. If CONTRACTOR fails to materially comply with the terms of this Agreement, COUNTY, at its option, may suspend or terminate this Agreement immediately and may demand CONTRACTOR return all funds granted to CONTRACTOR pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to COUNTY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

8.1. Concurrent Remedy. 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 therewith or from time to time.

9. MISCELLANEOUS.

9.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

9.2. Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

9.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by COUNTY Council and signed by all the parties.

9.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

9.5. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

9.6. Termination of Agreement. COUNTY reserves the right to terminate this AGREEMENT upon giving CONTRACTOR notice of intention to terminate at least thirty (30) days prior to the effective date of the termination. COUNTY shall only convey to CONTRACTOR funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon thirty (30) days written notice, served by mail or personal service, to all other parties.

9.7. Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to COUNTY, address to:

County Administrative Office
1115 Truxtun Avenue, Fifth Floor
Bakersfield, CA 93301
Attn: Chief Administrative Officer

If directed to CONTRACTOR, address to:

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

9.8. Execution. This Agreement is effective upon execution. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9.9. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

9.10. Negation of Partnership. COUNTY shall not become or be deemed a partner or joint venture with CONTRACTOR or associate in any such relationship with CONTRACTOR by reason of the provisions of this Agreement. CONTRACTOR shall not for any purpose be considered an agent, officer or employee of COUNTY.

9.11. Conflicts of Interest. CONTRACTOR stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

9.12. Tax Numbers.

“CONTRACTOR’s” Federal Tax Identification No: 95-2402760

“CONTRACTOR” is a corporation? Yes X No .

(Please check one.)

9.13 HMIS Reporting Requirements. CONTRACTOR will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD’s and local COC’s standards for participation.

9.13.1 Reporting Timeframe Contractor will submit monthly reports to COUNTY, with the first report due the month following the agreement effective date, an annual report ending December 31st of each year, and a Final Report due to the County on November 28, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the Execution Date.

“COUNTY”

“CONTRACTOR”

COUNTY OF KERN

**COMMUNITY ACTION PARTNERSHIP OF
KERN**

By: _____
Chairman of the Board

By: _____
Chief Executive Officer

APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By: _____
JAMES L. ZERVIS
Chief Administrative Officer

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
Deputy County Counsel

EXHIBIT “A”

HOMELESS HOUSING ASSISTANCE AND PREVENTION ROUND 3 GRANT PROGRAM COMMUNITY ACTION PARTNERSHIP OF KERN

Purpose of Project

COMMUNITY ACTION PARTNERSHIP OF KERN (“CAPK” or “CONTRACTOR”) will provide Homeless Housing Assistance and Prevention Grant Round Three eligible services by decreasing call response times for unsheltered individuals utilizing the Coordinated Entry System, made through the 211 Call Center, seeking resources and placement into housing. CONTRACTOR currently operates the 211 Call Center that provides comprehensive information and referral services to all Kern County residents. Through the 211 Call Center, callers with housing needs can access the Coordinated Entry System (CES) that provides a coordinated referral process to preventions, housing, and/ or other related services. For FY 2022, call volume for those needing housing assistance was over 1,000 calls.

Description

The CES Rapid Response Project will reduce caller wait times for connection to a Coordinated Entry System (CES) homeless navigator, for a wait time between 3 to 8 minutes. Through the 211 Call Center, a separate line will be created which will connect to the homelessness rapid response service line. Callers will be routed to a CES homeless navigator representative for quick assistance. In addition, this project will add 2.5 FTE to the CES response team and expand hours to Saturday. The total amount of HHAP3 funds expended to meet these costs shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). Reimbursable activities shall be in accordance with CONTRACTOR’S proposed budget (**Exhibit “D”**).

Limitations

CONTRACTOR shall not use HHAP 3 program funding to supplant existing funds for homeless housing, assistance, or prevention. Any funds granted to CAPK and not expended shall be returned to COUNTY upon the expiration of the term of the Agreement, December 31, 2025.

Time frame

All funds granted to CAPK shall be completely expended within the term of the Agreement.

Data Submission Requirements and Timeline:

Contractor will submit monthly reports to COUNTY, with the first report due the month following the agreement effective date, an annual report ending December 31st of each year, and a Final Report due to the County on December 31, 2025. If the CONTRACTOR fails to provide such documentation, The COUNTY may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification. CONTRACTOR will report on the following, as well as any additional information the COUNTY deems appropriate or necessary:

1. Tracking of the specific uses and expenditures of any program funds broken out by eligible use stated in Agreement;

2. Number of individuals served by grant funds, including:
 - a. Caller zip code or city of residence,
 - b. Types of calls (i.e., request for shelter placement, etc.),
 - c. Number of CES enrollments.
3. Outcome data for individuals served by grant funds, including:
 - a. Number of minutes on hold for a homeless navigator,
 - b. Number of calls routed to a CES homeless navigator representative,
 - c. Number of referrals to Homeless Service Provider Outreach Team(s),
 - d. Clients exited to positive destinations, broken out by category of permanent destination (as stated in **Exhibit “D”**).

The CONTRACTOR further agrees to retain all records for a minimum of five (5) years after the termination of this Agreement.

Other Requirements

HMIS

CONTRACTOR will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD’s standards for participation and follow HMIS Data Collections according to the HMIS Data Standards Policies and Procedures

Housing First

Any housing-related activities funded with HHAP3 funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

EXHIBIT "B"
HHAP3 STANDARD AGREEMENT

EXHIBIT “C”

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: CONTRACTOR, representing the facility known as COMMUNITY ACTION PARTNERSHIP OF KERN located at 5005 Business Park North, Bakersfield, CA 93309 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5, and 6.

8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Community Action Partnership of Kern

Dated: _____

EXHIBIT “D”


CONTRACTOR PROPOSAL


EXHIBIT “E”

CONTRACTOR’S CERTIFICATE OF INSURANCE



MEMORANDUM

To: Board of Directors


From: Rebecca Moreno, Director of Housing & Supportive Services

Louis Gill, Chief Program Officer

Date: October 25, 2023

Subject: *Agenda Item V(c)*: Encampment Resolution Funding (ERF) Program Round 2 with Bakersfield Kern Regional Homeless Collaborative (BKRHC) Contract - **Action Item**

INTRODUCTION

Cal ICH was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of homelessness in California. Cal ICH's mission is to develop policies and identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California.

The ERF Program is a 4-year grant program that includes two rounds of funding: \$50 million in Fiscal Year (FY) 2021-22 (ERF-1) and \$300, million in FY 2022-23 (ERF-2) to provide grants to resolve critical encampment concerns and transition individuals into safe and stable housing.

PURPOSE OF THE PROJECT

The ERF-2 funds, person-centered projects that resolve unsheltered homelessness in encampments. Projects will address safety and wellness in encampments, resolve critical encampments concerns, and transition people into interim shelter or permanent housing. Project outcomes is to serve 81 individuals, placing 70 individuals from encampment's sites into permanent supportive housing within 5 to 10 months and 85% will retain housing within 12 months.

MEASURES TO BE IMPACTED:

The Coordinated Entry System (CES) process will support the encampment proposal. The strategy will expedite the housing process by creating an Encampment by Name List and hiring an Encampment Coordinated Entry Specialist. The Encampment CES Specialist will host an encampment match call daily and/or twice a week to case conference with collaborating partners to review status, barriers, and match encampment residents to permanent housing units and/or housing resources identified. This process still uses the traditional coordinated entry systems policies. However, due to the increase of engagement and daily matches, housing placements are projected to double for individuals that are willing to transition to permanent housing.

TERMS OF AGREEMENT:

This Agreement is from November 1, 2023, through June 30, 2026, and is for the amount of \$139,968.00 (pending).

This agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3, Objective 3.1 to increase housing stability for people experiencing or at risk of homelessness.

RECOMMENDATION:

Staff recommends approval of the contract for services with Bakersfield Kern Regional Homeless Collaborative ERF-2 and authorize the Chief Executive Officer to execute the contract and any additional documents or amendments throughout the term of the contract.

Attachment:

Draft Contract

AGREEMENT NO. 2023-307

**COMMUNITY ACTION PARTNERSHIP OF KERN SUBRECIPIENT AGREEMENT FOR
ENCAMPMENT RESOLUTION FUNDS Rounds 2**

THIS AGREEMENT is made and entered into on **XXXX** by and between the **BAKERSFIELD-KERN REGIONAL HOMELESS COLLABRATIVE**, a California non-profit, public-benefit corporation ("BKRHC" herein) and Community Action Partnership of Kern, a California non-profit, public-benefit corporation ("CORPORATION" herein).

R E C I T A L S

WHEREAS, California Governor Gavin Newsom and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Encampment Resolution Funds Round 2; and

WHEREAS, the BKRHC has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, BKRHC finds that the health and safety of unsheltered persons in Kern County is threatened by a lack of shelter; and

WHEREAS, the State of California has granted Encampment Resolution Funds (ERF- 2-R) funds to BKRHC and BKRHC desires to grant ERF-2-R funds to CORPORATION to be expended on emergency shelter case management for permanent housing solutions; and

WHEREAS, BKRHC shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after BKRHC receives Grant funds from the state government; and

WHEREAS, CORPORATION has requested assistance in providing emergency shelter case management for permanent housing solutions; and

WHEREAS, BKRHC desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for homeless citizens in the Bakersfield area; and

WHEREAS, CORPORATION represents that CORPORATION is experienced and well qualified in the field of homeless services.

NOW, THEREFORE, incorporating the foregoing recitals herein, BKRHC and CORPORATION mutually agree as follows:

1. **ERF-2-R FUNDING TERMS.** CORPORATION and its subcontractors must abide by all terms of the ERF-2-R of California Standard Agreement, which is attached hereto and incorporated by reference herein as **Exhibit "A"**.

2. **SCOPE OF WORK.** The scope of the grant is set forth in **Exhibit "B"** which is attached hereto and incorporated herein by reference as if set forth in full.

3. **COMPENSATION.** It is expressly agreed and understood that the total amount to be paid by BKRHC under this Agreement shall not exceed ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$139,968.00). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. Such grant shall only be used to pay for operating costs provided as set forth in **Exhibit "B"** and in accordance with this Agreement.

3.1 **Disbursement of Funds.** BKRHC shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after BKRHC receives ERF-2-R funds from the state government. If BKRHC does not receive such funds, BKRHC, at its option, may terminate or suspend this Agreement without any liability to CORPORATION or its subrecipients until BKRHC receives such funds. CORPORATION shall not be entitled to any damages from BKRHC if BKRHC refuses to disburse funds until BKRHC receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

3.1.1.1. CORPORATION shall conform to the "time frame" as set forth in **Exhibit "B,"** attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$139,968.00).

3.2. **Eligible Claims for Payment.** BKRHC agrees to pay eligible claims for payment to CORPORATION within thirty (30) days after BKRHC receives an eligible claim for payment as set forth herein, and a properly designated CORPORATION official certifies the claim. All invoices must be submitted monthly and reported quarterly.

3.3. **Method of Payment.** BKRHC agrees to pay "claims for payment" directly to CORPORATION within 30 days after BKRHC receives a satisfactory

"claim for payment." CORPORATION shall properly itemize and document claims for payment to clearly show the items, tasks, or services for which CORPORATION claims reimbursement, as well as describing to which of the Activities the payment is related. CORPORATION shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as BKRHC may specify. BKRHC may review the claim for completeness and accuracy and may refuse to pay any claim until explained to BKRHC's satisfaction.

3.4. Term. The term of this Agreement shall begin **XXXX** and end June 30, 2026. All funds must be expended by June 30, 2026.

4. CORPORATION'S OBLIGATIONS. In addition to the terms stated herein, CORPORATION shall comply with the following Federal and State laws and regulations:

4.1. Laws and Regulations

4.1.1. Federal. CORPORATION shall comply with all provisions of Federal law applicable to this Agreement.

4.1.2. California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

4.1.3. Independent Contractor. CORPORATION understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. CORPORATION is not an agent or employee of BKRHC for any purpose and is not entitled to any of the benefits provided by BKRHC to its employees. BKRHC shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This agreement shall not be construed as forming a partnership or any other association with CORPORATION other than that of an independent contractor.

4.1.4. Indemnification. CORPORATION shall indemnify, defend, and hold harmless BKRHC, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party

indemnified hereunder, except for BKRHC sole active negligence or willful misconduct.

4.1.5. Insurance. In addition to any other insurance or bond required under this Agreement, CORPORATION shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

4.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

4.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the BKRHC Executive Director, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

4.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

4.1.5.2.2. Provide products and completed operations coverage.

4.1.5.2.3. Contain an additional insured endorsement in favor of BKRHC, its mayor, council, officers, agents, employees, and volunteers.

4.1.5.2.4. All policies shall be written on a first-dollar coverage basis or contain a deductible provision. Subject to advance approval by the BKRHC, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

4.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of

subrogation in favor of BKRHC, its mayor, council, officers, agents, employees, and designated volunteers.

4.1.5.4. Except for professional liability, all policies required of CORPORATION shall be primary insurance as to BKRHC, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by BKRHC shall be excess of CORPORATION's insurance and shall not contribute with it.

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by BKRHC's Executive Director, but in no event less than A-: VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-: VII, must be declared prior to execution of this Agreement and approved by BKRHC in writing.

4.1.5.6. Unless otherwise approved by BKRHC's Executive Director, all policies shall contain an endorsement providing BKRHC with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to BKRHC on demand.

4.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

4.1.5.8. CORPORATION shall furnish BKRHC's Executive Director with a certificate of insurance and required endorsements evidencing the insurance required. BKRHC may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

4.1.5.9. Full compensation for all premiums which the CORPORATION is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

4.1.5.10. It is further understood and agreed by CORPORATION that its liability to BKRHC shall not in any way be limited to or affected by the amount of insurance obtained and carried by CORPORATION in connection with this Agreement.

4.1.5.11. Unless otherwise approved by BKRHC, if any part of the work under this Agreement is subcontracted, the “basic insurance requirements” set forth above shall be provided by, or on behalf of, all subcontractors even if BKRHC has approved lesser insurance requirements for CORPORATION.

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CORPORATION agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

5.1.2. Documentation and Record Keeping.

5.1.2.1. Records to be Maintained. CORPORATION shall maintain all records required by the State regulations specified in “**Exhibit A**” and “**Exhibit B**” that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.2.2. Retention. CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.1.2.3. Client Data. CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be submitted to BKRHC or its designees for review on a quarterly basis using the attached Encampment Resolution Funds Round 2 and or alternative form approved by BKRHC (**Exhibit C**).

5.1.2.4. HMIS Reporting Requirements. CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD’s and California Interagency Council on Homelessness (Cal ICH) standards for participation.

5.1.2.5. Financial Reporting. CORPORATION will report proposed outcomes as stated in **Exhibit B “Description.”** Financial reports will be submitted monthly as part of CORPORATION's claim for payment and will be required for satisfactory claim for payment as described in section **3.3.**

5.1.2.6. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

5.1.2.7. Close-Outs. CORPORATION's obligation to BKRHC shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to BKRHC), and determining the custodianship of records.

5.1.2.8. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to BKRHC, its designee or the State Government, at any time during normal business hours, as often as BKRHC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current BKRHC policies concerning subrecipient audits.

5.2. Personnel and Participant Conditions

5.2.1. Nondiscrimination Requirements. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply

with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5.2.2 Conflict of Interest. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

5.2.3 Drug Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) See **Exhibit "D"**.

5.2.4 Child Support Compliance Act. For any Contract Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5.3. Environmental Conditions.

5.3.1. Environmental Considerations. BKRHC and CORPORATION want to assure that the policies of the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, BKRHC shall comply with the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in the CEQA review procedures shall extend the estimated work completion period.

6. COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES AND REGULATIONS. The CONTRACOR agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF-2-R program, the CONTRACTOR, its Subcontractors, and all eligible activities.

CONTRACTOR shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. CONTRACTOR shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies of permits and approvals to BKRHC upon request.

7. BKRHC'S OBLIGATIONS.

7.1. Copy of Regulations and Statutes. BKRHC will make available to CORPORATION a copy of any regulation BKRHC enacts to facilitate administration of said Program.

8. BKRHC'S REMEDIES. If CORPORATION fails to materially comply with the terms of this Agreement, BKRHC, at its option, may suspend or terminate this Agreement and may demand CORPORATION return all funds granted to CORPORATION pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to BKRHC. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

8.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to BKRHC 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 therewith or from time to time.

9. MISCELLANEOUS.

9.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

9.2. Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

9.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by BKRHC and signed by all the parties.

9.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

9.5. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

9.6. Termination of Agreement. BKRHC reserves the right to terminate this AGREEMENT upon giving CORPORATION notice of intention to terminate at least 30 days prior to the effective date of the termination. BKRHC shall only convey to CORPORATION funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

9.7. Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to BKRHC, addressed to:

Executive Director
Bakersfield Kern Regional Homeless Collaborative
Address: 2101 Oak Street
Bakersfield, CA 93301

If directed to CORPORATION, addressed to:

Chief Executive Director
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93301

9.8. Execution. This Agreement is effective upon execution. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9.9. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

9.10. Negation of Partnership. BKRHC shall not become or be deemed a partner or joint venture with CORPORATION or associate in any such relationship with CORPORATION by reason of the provisions of this Agreement. CORPORATION shall not for any purpose be considered an agent, officer or employee of BKRHC.

9.11. Conflicts of Interest. CORPORATION stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

9.12. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. 95-2402760.

"CORPORATION" is a corporation? Yes X No _____.
(Please check one.)

9.13.1 Reporting Timeframe CORPORATION will submit invoices monthly and quarterly reports to BKRHC, with the first report due XXX, then quarterly thereafter until October 1, 2026, or until funds are exhausted.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"BKRHC"

**BAKERSFIELD-KERN REGIONAL
HOMELESS COLLABORTATIVE**

By: _____
RICK RAMOS
EXECUTIVE DIRECTOR

"CORPORATION"
COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____
JEREMY T. TOBIAS
CHIEF EXECUTIVE OFFICER

EXHIBIT "A"
ERF-2-R STANDARD AGREEMENT

Encampment Resolution Funds Round 2 (ERF-2-R) Standard Agreement with
Bakersfield Kern Regional Homeless Collaborative.

BKRHC will provide a copy of the ERF-2-R Standard Agreement upon request.

EXHIBIT “B”

ENCAMPMENT RESOLUTION FUNDS ROUND 2 Community Action Partnership of Kern

Purpose of Project

Proposal outcome is to service 81 individuals, placing 70 individuals at the encampment's sites into permanent supportive housing within 5 to 10 months and 85% will retain permanent housing within 12 months. There will be two permanent housing options for residents to choose from with an option to receive a Housing Choice Voucher if they decline living at the designated permanent housing sites.

Description

The Coordinated Entry System (CES) process will support the encampment proposal. The strategy will expedite the housing process by creating an Encampment by Name List and hiring an Encampment Coordinated Entry Specialist. Outreach workers will survey individuals by the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) as a Housing First approach and effectively connect individuals experiencing homelessness into the coordinated entry system. The Encampment CES Specialist will host an encampment match call daily and/or twice a week to case conference with collaborating partners to review status, barriers, and match encampment residents to permanent housing units and/or housing resources identified. This process still uses the traditional coordinated entry systems policies, but the engagement and matches are amplified by more than double and can house an individual's daily if they are willing to transition.

Eligible Expenses

The total amount of ERF-2-R funds expended to meet these costs shall not exceed ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$139,968.00).

Limitations

CORPORATION shall not use ERF-2-R program funding to supplant existing funds for homeless housing, assistance, or prevention.

Time frame

All funds granted to **Community Action Partnership of Kern** shall be completely expended within the term of the Agreement, **XXX** – June 30, 2026.

Data Submission Requirements and Timeline:

CORPORATION shall submit a quarterly report to BKRHC on forms provided by BKRHC, by March 31st, June 30th, September 30th, December 31st and annually every year thereafter with a final report due August 30, 2026, or until funds are exhausted. If the Contractor fails to provide such documentation, BKRHC may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.

Corporation will report on the following, as well as any additional information BKRHC deems appropriate or necessary:

- (1)** Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.
- (2)** An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible use stated in agreement, including the current status of those funds.
- (3)** The type of housing assistance provided, broken out by the number of individuals.
- (4)** Outcome data for individuals served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
- (5)** The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
 - (a)** The number of people served, and individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b)** Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by BKRHC.

The Contractor further agrees to retain all records for a minimum period of five (5) years after the termination of this Agreement.

Other Requirements

HMIS

CORPORATION will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using HUD's standards for participation.

Housing First

Any housing-related activities funded with ERF 2-R funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

Exhibit “C”
ENCAMPMENT RESOLUTION FUNDS ROUND 2 Annual Report

Please reference Exhibit B Data Submission Requirements and Timeline

EXHIBIT "D"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as **Community Action Partnership of Kern** located at 5005 Business Park North, Bakersfield CA 93301 will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a)The dangers of drug abuse in the workplace;
 - (b)The grantee's policy of maintaining a drug-free workplace;
 - (c)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

1. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
2. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5, and 6.
3. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

JEREMY TOBIAS
Chief Executive Officer
Community Action Partnership of Kern

Dated: _____

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) 1-YEAR Budget Request
ERF-2-R

<u>SALARIES</u>					
5105	Personnel	FTE	RATE	TOTAL	Justification/Comments
	Program Specialist	1.00	\$ 25.00	104,000	Cost of Living Increase
				-	
			\$ -	-	
	<i>Estimated increase (COLA, Merit) @ 3%</i>			3,120	
	<i>Total Personnel</i>	1.00		107,120	
	<i>Fringe Benefits @ 31%</i>			33,207	
	Total Personnel			140,327	
<u>TRAVEL</u>					
6120	Local Staff Travel			-	
				-	
				-	
<u>Direct Program Costs</u>					
7190	Rental Assistance				
7120	Client Utility				
	Total Supplies				
<u>OTHER OPERATING COSTS</u>					
6205	Space Cost			300	\$1.50 sq ft x 10 sq ft x 1 FTE x 24 months= \$300
6235	Utilities				
6605	Communication Services				
6610	Postage				
6615	Printing				
6625	Hiring Costs				
6645	Tuition and Registration Fees - Staff				
6675	Outreach			-	
6685	Meeting Expenses			-	
6690	Membership Dues			-	
6790	Misc Expense				
	Total Other Operating Expenses			300	
9999	10% Indirect Cost			14,064	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
	TOTAL BUDGET			154,691	

MEMORANDUM

To: Board of Directors



From: Jerry Meade, Assistant Director ~ Program

Date: October 25, 2023

Subject: *Agenda Item V(d):* 2024-25 HS/EHS Refunding Application Budget Detail – **Action Item**

Prior to December 1st, Head Start Program staff will be submitting a Head Start base line refunding application for the next five-year funding cycle. The funding included in the base line application represents the first funding period March 1, 2024 through February 28, 2025. Leading up to this application being submitted, program staff have presented components required to be included in the base line application. The items include the recruitment and selection plan, Head Start division's organizational structure, job descriptions, programmatic goals and objectives, and community needs assessments. Additionally, the board has participated in a monthly review of the Head Start budget, enrollment, and staffing data. These tools support program staff with creating a strategy to best meet the greatest needs of the communities served. With considerable consideration to the needs of our communities served, along with a strategic approach to anticipated industry changes to the child development field, program staff are presenting for approval the funded enrollment and budget detail to be included in the refunding application.

The programmatic changes proposed within the application include an updated compensation plan and enhanced benefit package for Head Start employees; the addition of a Family Childcare Partnership program option; revisions to the funded enrollment; as well as a conversion request to realign funding from Head Start to Early Head Start. The costs associated with doing business today, versus the recent past, have increased significantly. As increased funding is not an option from the Office of Head Start, the program options were modified within this application to increase the cost per child for both Head Start and Early Head Start. The tables below represent the current and proposed.

Current Funding Detail:

HS Funding	HS Funded Enrollment	HS Cost Per Child	EHS Funding	EHS Funded Enrollment	EHS Cost Per Child	HS & EHS Funding	HS & EHS Funded Enrollment	HS & EHS Cost Per Child
\$20,045,596	1,242	\$16,140	\$19,137,287	829	\$23,085	\$39,182,883	2,071	\$18,920

Proposed Funding Detail:

HS Funding	HS Funded Enrollment	HS Cost Per Child	EHS Funding	EHS Funded Enrollment	EHS Cost Per Child	HS & EHS Funding	HS & EHS Funded Enrollment	HS & EHS Cost Per Child
\$16,837,902	936	\$17,989	\$22,344,981	753	\$29,675	\$39,182,883	1,689	\$23,199
(16%)	(25%)	11%	17%	(9%)	29%		(18%)	23%

The reduction of 382 slots in the proposed funded enrollment increases the HS/EHS cost per child by 23 percent. Notably, the proposal indicates an increase in funding for Early Head Start stemming from a reduction from Head Start. This conversion increases Early Head Start cost per child more than the increase to the Head Start cost per child. This is based on the majority of slot reductions proposed are in Head Start. However, this does not always translate to the closing of Head Start classrooms. Current enrollment/waitlist data shows a higher need for the 3-year-olds, the proposed Head Start reductions include moving our funded enrollment in our Pre-K classrooms to groups of 17 with a primary age group of 3-year-olds. In other situations, community assessment, enrollment/waitlist, and financial data will support decision making. There are also situations outside of the

control of the program that may lead to a facility change. A current example includes the end of a land lease in Lamont, where we will relocate services to another classroom. With the balance of our renovated facilities coming to completion with construction and licensing, our program will benefit from the new state-of-the-art classrooms. These decisions will be completed over the coming months to determine the most appropriate application of the proposed reductions affecting the next school year, beginning July 1, 2024. All services will continue as scheduled for the remainder of the 2023-24 school year.

Program staff made concerted efforts to align programmatic decisions with CAPK's Strategic Plan. Ensuring Head Start families have access to quality childcare while also increasing access/awareness to the full spectrum of CAPK services was considered (Goal 2) as well as a strong emphasis on efforts to engage and retain a qualified workforce (Goal 5).

Recommendation:

Staff recommends the Board of Directors approve, with resolution, the submission of the refunding application for the Head Start and Early Head Start grant for the funding year 2024-2025.

Attachments:

Resolution #2023-17
Budget Detail



RESOLUTION # 2023-17

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving a Budget Revision of Head Start and Early Head Start Grant

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on October 25, 2023, at a scheduled Board meeting and resolved as follows:

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

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

WHEREAS, the Head Start and State Child Development Division has requested to submit to the Office of Head Start a funding application for the Head Start / Early Head Start for the budget year 2024-2025; and

WHEREAS, the Head Start and State Child Development Division has requested to include a change in scope that includes a reduction of 382 in the funded enrollment as well as a conversion of \$3,207,694 from Head Start to Early Head Start,

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

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the submission of a budget revision request Head Start and Early Head Start grants; 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 budget revision for the Head Start and Early Head Start grants.

APPROVED by a majority vote of the Directors of Community Action Partnership of Kern, this 25th day of October 2023.

Fred Plane, Chair
CAPK Board of Directors

Date

**HEAD START & EARLY HEAD START
CHILD AND ADULT CARE FOOD PROGRAM
CALIFORNIA DEPARTMENT OF EDUCATION
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
2024-2025 COMBINED BUDGET DETAIL**

BUDGETED EXPENDITURES

	2023-2024 Projected	2024-2025 Projected	VARIANCE increase (decrease)	Comments
PERSONNEL	27,729,825	29,872,204	2,142,379	Increase due to wage comparability completed 2023-24
FRINGE BENEFITS	8,961,204	9,377,829	416,625	Increase due to wage and benefit increases
TRAVEL	206,096	179,536	(26,560)	Less travel anticipated in upcoming year
EQUIPMENT	-	-	-	
SUPPLIES				
Office Supplies	317,400	317,400	-	
Child and Family Services Supplies	1,465,972	1,202,333	(263,639)	Supply reduction tied to funded enrollment revisions
Food Services Supplies	93,000	93,000	-	
Other Supplies (e.g. janitorial, training)	219,291	219,291	-	
TOTAL SUPPLIES	2,095,663	1,832,024	(263,639)	
CONTRACTUAL				
Administrative Services	125,000	125,000	-	
Training & Technical Assistance	48,880	38,880	(10,000)	Less contractual anticipated in upcoming year
Other Contracts	1,138,060	1,099,396	(38,664)	Less contractual anticipated in upcoming year
TOTAL CONTRACTUAL	1,311,940	1,263,276	(48,664)	
CONSTRUCTION				
Construction Projects	-	-	-	
TOTAL CONSTRUCTION	-	-	-	
OTHER				
Rent	975,330	1,216,203	240,873	Lease for central kitchen and use of space 18th Street
Mortgage	259,629	-	(259,629)	Debt satisfaction for Pete Parra site
Utilities, Telephone	1,352,700	1,352,700	-	
Building & Child Liability Insurance	119,700	119,700	-	
Building Maintenance/Repair	2,231,065	1,538,727	(692,338)	Reduction due to one time expenses in 2023/24
Local Travel (children)	-	-	-	
Nutrition Services	2,060,406	1,956,951	(103,455)	Reduction in costs tied to funded enrollment revisions
Child Services Consultants	100,332	100,332	-	
Volunteers	4,937	4,937	-	
Parent Services	16,305	16,305	-	
Publications/Advertising/Printing	110,750	110,750	-	
Training or Staff Development	285,145	201,705	(83,440)	Less professional dev anticipated in upcoming year
Other	588,805	588,805	-	
TOTAL OTHER	8,105,104	7,207,115	(897,989)	
INDIRECT	4,713,405	4,815,518	102,113	Increase tied to MTDC and increase in CDE earnings

BUDGETED EXPENDITURES **53,123,237** **54,547,502** **1,424,265**
REVENUES

	2023-2024 BUDGET	2023-2024 BUDGET	VARIANCE increase (decrease)	Comments
STATE & FEDERAL REVENUES				
Head Start/EHS Program Operations	38,661,351	38,661,351	-	
Head Start/EHS Training & Technical Assistance	521,532	521,532	-	
Estimated Child & Adult Care Food Program	1,795,761	2,048,788	253,027	Anticipated USDA earnings based on enrollment
Estimated California Department of Education	12,144,593	13,315,831	1,171,238	CDE Contract Adjustments for 2023-24
TOTAL STATE & FEDERAL REVENUES	53,123,237	54,547,502	1,424,265	

SUMMARY - 2023-2024

TOTAL REVENUES	54,547,502
TOTAL BUDGETED EXPENDITURES	54,547,502
DIFFERENCE	-
ESTIMATED HS/EHS ADMINISTRATIVE COST RATE:	13.26%



Helping People... Changing Lives.

COMMUNITY ACTION PARTNERSHIP OF KERN

Budget & Finance Committee

OCTOBER 18, 2023

FINANCIAL REPORT TABLE OF CONTENTS

<u>SECTION</u>	<u>Pages (s)</u>
A. Schedule of Programs for the period March 1, 2021 through February 28, 2022	A1 - A6
B. Functional Classification by Fund	B1 - B3
C. Line of Credit Summary	C1
D. - Cash Summary as of September 30, 2023	D1
- Bank Reconciliations	D2 - D9
E. Wells Fargo Visa Summary and Statements	E1 - E25
F. Central Kitchen Budget to Actual September 30, 2023	F1
G. State Department of Education Contract - Earned Revenue	G1 - G2
H. Finance Division Monthly Report	H1
I. Financial Statements as of February 29, 2020	I1
J. Financial Statements as of September 30, 2023	J1
K. Agency-wide Budget to Actual as of September 30, 2023	K1 - K7
L. Indirect Fund Budget To Actual as of September 30, 2023	L1 - L7

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/23 - 02/28/24	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/23 - 02/28/24	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/23 - 02/28/24	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/23 - 02/28/24	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/23 - 02/28/24	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/23 - 02/28/24	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	534	DONATIONS
211			NOT APPLICABLE	03/01/23 - 02/28/24	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/23 - 02/28/24	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/23 - 02/28/24	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START/HEAD START	29,150,876	93.600	09CH011132-05	03/01/23 - 02/28/24	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	7,317,893	93.600	09CH011132-05	03/01/23 - 02/28/24	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D042103	08/01/22 - 07/31/23	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	244,868	21.009	23VITAA0166	10/01/22 - 09/30/23	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,756,701	93.569	23F - 4015	01/01/23 - 12/31/23	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,438,248 7,083,340	93.568 93.568	22B - 4012 23B - 5013	11/01/21 - 06/30/23 11/01/22 - 06/30/24	122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
SLIHEAP (SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	208,133	93.568	22Q-4561	09/01/22 - 06/30/23	122-42	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	5,432,583	93.568	22J-5716	04/15/23 - 05/31/25	122-43	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

A2

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
ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME ENERGY ASSISTANCE PROGRAM)	5,432,583	93.568	23J-5716	04/15/23 - 05/31/25	122-42	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	677,192	93.575	CCTR - 2058	07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 2058	07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT ALTERNATIVE PAYMENT	5,643,428	93.575	CMAF - 2000	07/01/22 - 06/30/23	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT CHILD CARE	2,088	93.575	CMIG - 2004	07/01/22 - 06/30/23	250	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
NEOPB CAL FRESH HEALTHY LIVING	1,816,697	10.561	19-10324 A01	10/01/22 - 09/30/23	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	10/01/22 - 09/30/23	105/111	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
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
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182		PENDING	131	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, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
SAFE CAMPING - COUNTY OF KERN	1,212,423	21.027		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
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	437,459	10.565	MOU-20-6003	10/01/22 - 09/30/23	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	10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,277,247	10.557	22 - 10236	10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	575,000	93.185	00-FE-3400-01-00	05/01/22 - 06/30/23	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	107,627	10.561	22 - CF - SUB - KERN	10/01/22 - 09/30/23	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	07/01/22 - 06/30/23	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)
CITY OF BAKERSFIELD - FHCC SPORTS FIELD	1,000,000	N/A	2023 - 073	07/01/2022 - 07/30/2026	231	STATE OF CALIFORNIA, DEPT OF PARKS AND RECREATION, CITY OF BAKERSFIELD
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, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	1,571,900	PO23-01122	N/A	07/01/22 - 06/30/23	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/22 - 06/30/23	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	23,809,862		CMAF - 2000	07/01/22 - 06/30/23	261	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	3,043,423		CCTR - 2058	07/01/22 - 06/30/23	253	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CALIFORNIA STATE PRESCHOOL PROGRAM	7,153,992		CSPP - 2120	07/01/22 - 06/30/23	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	291,239		CMIG - 2004	07/01/22 - 06/30/23	250	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT SPECIALIZED SERVICES	40,079		CMSS - 2004	07/01/22 - 06/30/23	252	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
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)	4,874,043		010 - 2023	07/01/22 - 06/30/23	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/22 - 06/30/23	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	311,248		012 - 2023	07/01/22 - 06/30/23	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY 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
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	07/01/22 - 06/30/23	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	242,527		15 MOU - 00118	07/01/22 - 06/30/23	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSOSTANCE CAL FOOD ONE-TIME FUNDS	3,669,360		N/A	07/01/22 - 06/30/23	216-102	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
BOARD OF STATE AND COMMUNITY CORRECTIONS WARM HAND-OFF	750,000		BSCC 1012-22	10/01/22 - 04/30/26	277	STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS
DIFFERENTIAL RESPONSE SERVICES	240,727		N/A	07/01/22 - 06/30/23	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FIRST 5 KERN - HELPLINE 211	90,558 93,282		2020.2.05	07/01/22 - 06/30/23 07/01/23 - 06/30/24	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	144,951 147,799		2020.2.06	07/01/22 - 06/30/23 07/01/23 - 06/30/24	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	249,281 256,718		2020.1.06	07/01/22 - 06/30/23 07/01/23 - 06/30/24	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	169,156 173,165		2020.2.18	07/01/22 - 06/30/23	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	402,525			07/01/22 - 03/31/23	292	STATE OF CALIFORNIA, HOUSING HOMELESS ASSISTANCE AND PREVENTION, UNITED WAY OF STANISLAUS COUNTY
COUNTY OF KERN HELPLINE 211	45,000		604-2022	07/01/22 - 06/30/23	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/22 - 06/30/23	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
SHAFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
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	07/01/22 - 06/30/23	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/22 - 06/30/23	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/22 - 06/30/23	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	96,737		N/A	01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
211 MERCED & MARIPOSA	25,910		N/A	07/1/22 - 06/30/23	536-235	UNITED WAY OF MERCED & MARIPOSA COUNTIES
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A	01/01/23 - TBD	423	FEEDING AMERICA SERVICE INSIGHTS

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/22 - 11/30/23	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST
KERN FAMILY HEALTH SYSTEMS CAL AIM	PER VISIT			07/01/22 - TBD	550	KERN FAMILY HEALTH SYSTEMS

A6

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2023/24

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 2023/24

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 2023/24

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 2023/24

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

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2023 for \$1.5 million during January , February, July, August 2023 and will decrease to \$350,000 during March - June 2023, Sept - Dec 2023. This agreement will terminate on January 15, 2024.
 A varied amount decrease to better manage the cash flow need during peak months.

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
12/31/22 - 3/31/23	90 days	\$ 642.01	8.69%
04/01/23 - 6/30/23	90 days	\$ 221.18	8.90%
07/01/23 - 9/30/23	90 days		
10/01/23 - 12/31/23	90 days		

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

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF AUGUST 31, 2023	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(103,432.03)
HEAD START/EARLY HEAD START	1,460,022.30
SUBTOTAL	1,356,590.27
GENERAL CHILD CARE	63,844.49
MIGRANT A/P	1,905,208.06
Child Development Reserve Fund No. 1	183,677.30
Child Development Reserve Fund No. 2	(7,962.35)
MIGRANT CHILD CARE	149,759.74
MIGRANT SPECIALIZED SERVICES	7,515.00
SAN JOAQUIN COE GENERAL CHILD CARE	18,571.61
STATE PRESCHOOL	3,645,851.33
SUBTOTAL	5,966,465.18
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(200,463.93)
EF&S	17,891.00
EFAP	(88,959.22)
HUD CPF Food Bank Expansion	(471,560.49)
FEEDING AMERICA SERVICE INSIGHTS	45,716.44
FOOD BANK	(312,385.73)
FOOD BANK EXPANSION	(2,002.18)
FOOD BANK CAPACITY PROGRAM	591,739.02
FOOD BANK - STATE	(1,000,483.32)
SOUTHERN CA GAS COMPANY	165,043.67
WONDERFUL FOOD BANK EXPANSION	1,862,818.70
WONDERFUL FOUNDATION	135,625.40
SUBTOTAL	742,979.36
ENERGY	(146,304.92)
DOE WAP	0.00
LIHEAP	(2,174,256.65)
LIWHAP	(62,214.30)
PG&E	6,065.59
TRANSFER NEGATIVE BALANCE	2,376,710.28
SUBTOTAL	0.00
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	0.00
SUBTOTAL	0.00
211	490,239.30
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(87,125.40)
KCCD CERF REGIONAL CONVENOR	(20,767.29)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(26,676.54)
CALAIM HOMELESS PREVENTION SERVICES	137,234.38
CAL FRESH	(29,998.64)
CALEITC	(387,111.53)
CAPK FOUNDATION	(22,053.73)
COST POOLS	1,398.10
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(270,557.06)
CSBG	125,174.88
CSBG - DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(2,087.02)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	3,307,304.06
EAST KERN FAMILY RESOURCE CENTER	26,823.33
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(104,975.38)
ESG COORDINATED ENTRY SERVICE - COVID19	(1,577.09)
ASTHO VACCINE EQUITY	4,326.80
CITY OF BAKERSFIELD CAL VIP	(14,498.02)
FIRST 5 KERN 211	(10,305.98)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(16,915.91)
FIRST 5 HELP ME GROW	(14,929.75)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(26,117.40)
FRIENDSHIP HOUSE	1,779.29
City of Bakersfield - FHCC Sports Field	19,000.00
FUNDRAISING	275,059.44
GENERAL FUND	(10,794.67)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	0.01
HOME VISIT INITIATIVE (CO OF KERN)	(710,112.29)
HUD-COORDINATED ENTRY SYSTEM	(25,447.16)
Kaiser	90,000.00
INDIRECT FUND	1,496,418.88
IRS - VITA	(50,666.36)
TAX ASSISTANCE	12,689.43
M ST NAVIGATION CENTER	43,004.89
NEOPB CAL FRESH HEALTHY LIVING	(476,048.38)
POSITIVE YOUTH DEV SVC	(5,113.35)
POSITIVE YOUTH M	(36,240.50)
SHAFTER YOUTH CENTER	55,434.02
OASIS FAMILY RESOURCE CENTER	7,798.07
SIERRA FOUNDATION - ASTHMA MITIGATION	(39,691.00)
UNITED WAY 211	981.55
UW STANISLAUS CES	(55.00)
WELLS FARGO FOUNDATION	46,900.12
WIC	(965,305.78)
LESS: ENERGY NEGATIVE BALANCE	(2,376,710.28)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	410,733.74
TOTAL OPERATING CASH	8,476,768.55

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
August 31, 2023

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXXX-X2976

BANK BALANCE AT	08/31/23		9,019,988.88
LESS: OUTSTANDING CHECKS		714,963.89	
ADJUSTED BANK BALANCE AT	08/31/23		8,305,024.99
GENERAL LEDGER BALANCE AT	07/31/23		2,138,668.22
ADD: DEPOSITS		1,868,973.20	
US TREAS DRAWDOWNS		4,925,441.17	
FUNDS FROM OTHER GRANTS		9,577,236.16	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
ADP /HEALTH EQUITY REFUND		1,270.88	
REIMBURSEMENT OF ALTERED PAYEE		568.12	
LESS: CHECKS		2,935,127.67	
ADP PAYROLL 8/11/23		1,449,034.70	
ADP PAYROLL 8/25/23		1,716,505.97	
EFTS FOR HRA/HSA/ STD/403B		363,662.66	
REC LOAN PRINCIPAL/INT EXPENSES		23,790.70	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		54,561.97	
BANK FEES		-	
ACH VOUCHERS		3,664,449.09	
GENERAL LEDGER BALANCE AT	08/31/23		8,305,024.99

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/20/2023

APPROVED BY: *Mary Webster* TITLE: Chief Financial Officer DATE: 09/20/2023

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING: 08/31/23 955,260.90

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 08/31/23 955,260.90

BALANCE PER G/L 07/31/23 954,385.10

ADD: DEPOSITS 0.00

INTEREST 875.80

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 08/31/23 955,260.90

DIFFERENCE: 0.00

* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 09/18/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 09/18/2023

**COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT****

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

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

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 08/31/23 16,775.69

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 08/31/23 16,775.69

BALANCE PER G/L 07/31/23 16,760.31

ADD: DEPOSITS 0.00

INTEREST 15.38

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 08/31/23 16,775.69

* 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: 09/21/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 09/21/2023

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023

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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	08/31/23	21,130.66
DEPOSITS IN TRANSIT	0.00	
OUTSTANDING CHECKS	0.00	
OTHER	0.00	
ADJUSTED BANK BALANCE	08/31/23	21,130.66

BALANCE PER GENERAL LEDGER	07/31/23	21,128.74
ADD: DEPOSITS (Credit Card Donations & Shared Fee)	0.00	
ONLINE DONATIONS	0.00	
PAYPAL DEPOSIT	0.00	
INTEREST	19.37	
LESS: APPLIED MERCHANT DEBITS	0.00	
CLIENT ANALYSIS SERVICE CHARGE	17.45	
BANKCARD FEES	0.00	
CASH CONCENTRATION FEE	0.00	
FUND TRANSFER TO GENERAL FUND	0.00	
	0.00	
BALANCE PER GENERAL LEDGER:	08/31/23	21,130.66

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

Difference: 0.00

** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.

*** January 2018 name changed from HOPE Program Account to On-line Donations Account.

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 09/18/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 09/18/2023

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: 08/31/23 7,552.38

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 08/31/23 7,552.38

BALANCE PER G/L 07/31/23 7,545.46

ADD: DEPOSITS 0.00

INTEREST 6.92

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 08/31/23 7,552.38

DIFFERENCE: 0.00

PREPARED BY: N. IBARRA

TITLE: Accountant

DATE: 09/18/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 09/18/2023

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: 08/31/23 96,990.07

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 08/31/23 96,990.07

BALANCE PER G/L 07/31/23 96,901.15

ADD: DEPOSITS 0.00

INTEREST 88.92

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 08/31/23 96,990.07

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/18/23

APPROVED BY:  TITLE: Chief Financial Officer DATE: 09/18/2023

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

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	59.72
Gloria Barbero	Administrator - EHS San Joaquin	119.40
Yolanda Gonzales	Director of Head Start/State Child Development Programs	4,206.57
Freddy Hernandez	Director of Youth and Community Services	8,423.88
Louis Gill	Chief Program Officer	4,410.44
Lisa McGranahan	Director of Human Resources	6,093.86
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	299.68
Pritika Ram	Chief Business Development Officer	7,371.02
Jeremy Tobias	Chief Executive Officer	9,819.80
Emilio Wagner	Director of Operations	13,594.31
Tracy Webster	Chief Financial Officer	4,167.11
Rebecca Moreno	Director of Housing Support Services	15,613.00
Susana Magana	Director of Nutrition Services	2,599.90
	Total	\$ 76,778.69



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

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 : 8/1/2023 - 8/31/2023

Statement Summary

Name	Catherine Anspach	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/3/2023	8/7/2023	Office Depot #952 Bakersfield, CA				50.00
Needed more envelopes for monthly thank-you letters.						
2 8/29/2023	8/30/2023	Walgreens #6756 Bakersfield, CA				9.72
Two printed photos used as a donor appreciation gift.						

Transaction Count: 2
Total: 59.72

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name		Gloria Barbero		Company		Community Action Partnership O		
Account #		XXXX-XXXX-XXXX-7058		Currency		US Dollar		
Reporting Period		8/1/2023 - 8/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount
1 8/17/2023	8/18/2023	Cps Hr Consulting 916-2633600, CA						4.85
		Site supervisor registration for the CCL Operations and Record Keeping Orientation.						
2 8/17/2023	8/18/2023	Cps Hr Consulting 916-2633600, CA						54.85
		Site supervisor registration for the CCL Child Care Center Application Online Orientation.						
3 8/22/2023	8/23/2023	Cps Hr Consulting 916-2633600, CA						4.85
		Program Manager registration for the CCL Operations and Record Keeping Orientation.						
4 8/22/2023	8/23/2023	Cps Hr Consulting 916-2633600, CA						54.85
		Program Manager registration for the CCL Child Care Center Application Online Orientation.						

Transaction Count: 4
Total: 119.40

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name				Yolanda Gonzales	Company	Community Action Partnership O		
Account #				XXXX-XXXX-XXXX-7009	Currency	US Dollar		
Reporting Period				8/1/2023 - 8/31/2023				
Trans Date	Post Date	Merchant Name		Charge Codes		Approved	Receipt	Amount
1 8/18/2023	8/21/2023	United 800-932-2732, TX						776.52
FLIGHT FOR ROSA RABAGO FOR 2023 FAMILY ENGAGEMENT & CULTURAL EFFECTIVENESS CONF. HONOLULU, HA 102323-102823								
2 8/18/2023	8/21/2023	United 800-932-2732, TX						776.52
FLIGHT FOR FRANCIS VEGA FOR 2023 FAMILY ENGAGEMENT & CULTURAL EFFECTIVENESS CONF HONOLULU, HA 102323-102823								
3 8/18/2023	8/21/2023	United 800-932-2732, TX						776.52
FLIGHT FOR LIZETTE BRAVO FOR FAMILY ENGAGEMENT & CULTURAL EFFECTIVENESS CONF HONOLULU, HA 102323-102823								
4 8/18/2023	8/21/2023	United 800-932-2732, TX						776.52
Flight for Eva Rodriguez for Family Engagement & cultural Effectiveness Conf. Honolulu, Hawaii 102323-102823								

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/21/2023	8/24/2023	Marriott Atlanta Marqu 866-435-7627, GA				252.63
LODGINING FOR NCAP ANNUAL CONVENTION 2023 ATLANTA, GA 082223-082523 SYLVIA ORTEGA						
6 8/23/2023	8/25/2023	Marriott Atlanta Marqu 866-435-7627, GA				830.58
LODGING FOR NCAP ANNUAL CONVENTION 2023. ATLANTA, GA 082223-082523 YOLANDA GONZALES						
7 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				-117.69
CREDIT FOR LODGINING FOR NCAP ANNUAL CONVENTION 2023. ATLANTA, GA 082223-082523 - YOLANDA GONZALES						
8 8/30/2023	8/31/2023	Costco Whse #0688 Bakersfield, CA				134.97
PURCHASE OF KIRKLAND DIAPERS FOR CHILD AT PHP. DOCTORS NOTE PROVIDED ON 8/29/23						
					Transaction Count: 8	
					Total: 4,206.57	

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Freddy Hernandez			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-8850			Currency	US Dollar		
Reporting Period	8/1/2023 - 8/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1 7/31/2023	8/2/2023	Mgm Grand - Adv Dep 8552755733, NV					-143.54
Lodgin deposit refund for Andrea Chavez to attend the Latino Tax Fest Conference in Las Vegas, NV July 9-14, 2023							
2 7/31/2023	8/2/2023	Mgm Grand - Adv Dep 8552755733, NV					-143.54
Lodging deposit refund for Jayshree Madeka to attend the Latino Tax Fest Conference in Las Vegas, NV July 9-14, 2023							
3 8/1/2023	8/2/2023	Toyota Of Lancaster 661-9480731, CA					1,857.47
East Kern vehicle repair							
4 8/2/2023	8/4/2023	Town And Country - Lod San Diego, CA					471.53
Lodging for Jacquelyn Guerra to attend the IRS Nationwide Tax Forum Conference in San Diego, CA August 21-24, 2023							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/6/2023	8/7/2023	Nascsp* 3265xxx 2023 Www.Nascsp.Or, DC				1,327.00
		Registration for Freddy Hernandez to attend the NASCSP Annual Training Conference Sept 25-29, 2023				
6 8/7/2023	8/7/2023	Reservation Amwaygra 8449963737, CA				332.90
		Loding for Freddy Hernandez to attend the NASCSP 2023 Annual Training Conference Sept 24-29, 2023				
7 8/7/2023	8/7/2023	Www.Calcapa.Org Www.Calcapa.O, CA				549.00
		Registration for Freddy Hernandez for the 2023 CalCAPA Annual Conference in San Francisco, CA				
8 8/7/2023	8/7/2023	Www.Calcapa.Org Www.Calcapa.O, CA				649.00
		Registration for Jacquelyn Guerra to attend the 2023 CalCAPA Annual Conference in San Francisco, CA Nov 2023				
9 8/7/2023	8/8/2023	Reservation Amwaygra 8449963737, CA				-332.90
		Loding for Freddy Hernandez to attend the NASCSP 2023 Annual Training Conference Sept 24-29, 2023 (Refund)				
10 8/7/2023	8/8/2023	American Air Fort Worth, TX				560.60
		Airfare for Freddy Hernandez to attend the NASCSP 2023 Annual Training Conference Sept 24-29, 2023				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11 8/11/2023	8/14/2023	Kern River Power Equipme Bakersfield, CA				161.25
Energy Vehicle: Emergency repair to insulate truck						
12 8/16/2023	8/18/2023	Family Development Resour 435-6495822, UT				150.00
Oasis FRC online assessments for parenting class, purchase available by credit card only						
13 8/18/2023	8/21/2023	American Air Fort Worth, TX				286.80
Airfare for Jacquelyn Guerra to attend the VITACon'23 Conference in Pittsburgh, PA Sept 5-9, 2023						
14 8/18/2023	8/21/2023	American Air Fort Worth, TX				286.80
Airfare for Andrea Chavez to attend the VITACon'23 Conference in Pittsburgh, PA Sept 5-9, 2023						
15 8/18/2023	8/21/2023	American Air Fort Worth, TX				286.80
Airfare for Julia Romero to attend the VITACon'23 Conference in Pittsburgh, PA Sept 5-9, 2023						
16 8/19/2023	8/21/2023	Cfed 1to1 Fund 202-207-0130, DC				200.00
Registration for Julia Romero to attend the VITACon'23 Conference in Pittsburgh, PA						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
17 8/19/2023	8/21/2023	Cfed 1to1 Fund 202-207-0130, DC				200.00
		Registration for Andrea Chavez to attend the VITACon'23 Conference in Pittsburgh, PA				
18 8/20/2023	8/22/2023	Larkspur Landing Folsom Folsom, CA				801.12
		Lodging for Gary Steves to attend CalCERTS training & certification in Folsom, CA August 20-26, 2023				
19 8/20/2023	8/22/2023	Larkspur Landing Folsom Folsom, CA				801.12
		Lodging for Abran Gonzalez to attend CalCERTS training & certification in Folsom, CA August 20-26, 2023				
20 8/20/2023	8/22/2023	Town And Country - Lod 619-2917131, CA				-707.28
		Lodging refund for Jacquelyn Guerra to attend the IRS Nationwide Tax Forum Conference in San Diego, CA August 21-24, 2023 (Canceled trip due to severe weather)				
21 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				712.89
		Lodging for Freddy Hernandez attend NCAP Convention in Atlanta, GA from August 22-25, 2023				
22 8/24/2023	8/24/2023	Adtsecurity Myadt.Com 800-238-2727, FL				63.87
		East Kern security alarm charge				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
23 8/25/2023	8/25/2023	Adtsecurity Myadt.Com 800-238-2727, FL				52.99
East Kern security alarm charge						

Transaction Count: 23
Total: 8,423.88

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Louis Gill	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6829	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/1/2023	8/2/2023	Www.Calcapa.Org Www.Calcapa.O, CA				299.00
Registration for Louis Gill to attend the CalCAPA/Region IX Community Action Convening Meeting Sep 19-21, 2023						
2 8/1/2023	8/2/2023	American Air Fort Worth, TX				584.80
Airfare for Louis Gill to attend the CalCAPA/Region IX Community Action Convening Meeting Sep 19-21, 2023						
3 8/7/2023	8/8/2023	Www.Calcapa.Org Www.Calcapa.O, CA				459.00
Registration for Louis Gill to attend the NCAP Convention in Atlanta, GA August 22-25, 2023						
4 8/9/2023	8/10/2023	Tst* West Coast Sourdough 916-812-2515, CA				183.32
Lunch for the PRE Meeting 8/9/23						
5 8/9/2023	8/11/2023	Tst* West Coast Sourdough 916-812-2515, CA				-183.32
Refund due to the PRE Meeting being cancelled						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/9/2023	8/11/2023	Mirage - Hotel & Casino 7028913840, NV				191.61
		Lodging to attend the CalCAPA Region IX Convening Meeting				
7 8/11/2023	8/14/2023	American Air Fort Worth, TX				490.00
		Airfare for Louis Gill to attend the NCAP Convention in Atlanta, GA August 22-25, 2023				
8 8/21/2023	8/23/2023	American Ai 800-433-7300, TX				30.00
		Airfare baggage for Louis Gill to attend the NCAP Convention in Atlanta, GA August 22-25, 2023-nonrefundable fee.				
9 8/22/2023	8/23/2023	Smart And Final 326 Bakersfield, CA				68.88
		M ST COVID-19: bottled water for the clients housed at hotels due to isolation				
10 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				438.79
		Lodging for client at M ST Navigation Center				
11 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				395.86
		Lodging 309 for LBNC client Luis Gallegos				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				438.79
		Lodging for client at M ST Navigation Center				
<hr/>						
13 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				391.09
		Lodging 316 for LBNC client Adam Estolas				
<hr/>						
14 8/24/2023	8/25/2023	106 Floyds Gen Hardware Bakersfield, CA				68.18
		Supplies/repair & maintenance purchase for an immediate repair at the M St Navigation Center				
<hr/>						
15 8/24/2023	8/28/2023	Studio 6 - Bakersfield 6613931277, CA				76.31
		Lodging 309 for LBNC client Luis Gallegos				
<hr/>						
16 8/25/2023	8/28/2023	Studio 6 - Bakersfield Bakersfield, CA				95.39
		Lodging for client at M ST Navigation Center				
<hr/>						
17 8/25/2023	8/28/2023	Studio 6 - Bakersfield Bakersfield, CA				95.39
		Lodging for client at M ST Navigation Center				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 8/25/2023	8/28/2023	Studio 6 - Bakersfield Bakersfield, CA				84.79
Lodging for client at M ST Navigation Center						
19 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				202.56
Lodging charges for staff to attend the National Community Action Partnership Annual Convention in Atlanta, GA August 22-25, 2023 (UNKNOWN CHARGES-INVESTIGATE)						

Transaction Count: 19

Total: 4,410.44

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Lisa McGranahan			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-9914			Currency	US Dollar		
Reporting Period	8/1/2023 - 8/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 8/1/2023	8/2/2023	Trainhr Www.Trainhrle, CA				295.00	
HR I9 Update Training							
<hr/>							
2 8/1/2023	8/2/2023	Trainhr Www.Trainhrle, CA				295.00	
HR I9 Update Training							
<hr/>							
3 8/3/2023	8/4/2023	Urbane Cafe Bakersfiel Bakersfield, CA				240.96	
Urbane Cafe Bakersfield - Personnel Committee Meeting							
<hr/>							
4 8/16/2023	8/18/2023	Biometrics4all Inc 714-568-9888, CA				15.00	
Relay Fees for running New Hire Fingerprints Invoice Period 07/01/2023-07/31/2023 Invoice Date 08/01/2023							
<hr/>							
5 8/30/2023	8/31/2023	Adr Services, Inc. Httpswww.Adrs, CA				5,247.90	
Bledsoe V. CAPK Legal Fees							

Transaction Count: 5
Total: 6,093.86

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/4/2023	8/7/2023	Hobby Lobby #556 Bakersfield, CA				299.68
		Supplies for Part Year Staff Wellness Activity				

Transaction Count: 1
Total: 299.68

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Pritika Ram			Company	Community Action Partnership O	
Account #	XXXX-XXXX-XXXX-7074			Currency	US Dollar	
Reporting Period	8/1/2023 - 8/31/2023					
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA				499.00
Registration Fee for Bradley (Ryan) Fergon to attend CalCAPA Annual Conference in San Francisco						
<hr/>						
2 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA				499.00
Registration Fee for Karen Vazquez to attend CalCAPA Annual Conference in San Francisco						
<hr/>						
3 8/1/2023	8/2/2023	Stk*shutterstock 866-6633954, NY				29.00
Monthly Subscription for Stock Photos						
<hr/>						
4 8/2/2023	8/2/2023	American Air Fort Worth, TX				584.80
Airline Ticket for Savannah Maldonado to attend the CalCAPA Region IX Convening in Las Vegas, NV						
<hr/>						
5 8/2/2023	8/3/2023	Fresno Bee Su 3 800-877-3400, CA				159.99
Annual Digital Subscription						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/2/2023	8/3/2023	Sacbee Subscription 800-284-3233, CA				219.99
Annual Digital Subscription						
7 8/3/2023	8/4/2023	Community Action Partner 202-265-7546, DC				798.00
Registration Fee for Karen Vazquez & Bradley (Ryan) Fergon to attend the NCAP Data Convening in Denver, CO						
8 8/3/2023	8/7/2023	United 800-932-2732, TX				408.20
Airline Ticket for Bradley (Ryan) Fergon to attend NCAP Data Convening in Denver, CO						
9 8/3/2023	8/7/2023	United 800-932-2732, TX				408.20
Airline Ticket for Karen Vazquez to attend NCAP Data Convening in Denver, CO						
10 8/4/2023	8/7/2023	The Curtis Denver, CO				553.28
Hotel Deposit for Ryan Fergon. NCAP Data Convening Conference.						
11 8/4/2023	8/7/2023	The Curtis Denver, CO				553.28
Hotel Advance Payment for Karen Vazquez. NCAP Data Convening Conference						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/9/2023	8/11/2023	Mirage - Hotel & Casino 7028913840, NV				191.61
		Hotel Deposit Fee for Savannah Maldonado. CalCAPA Region IX Convening.				
<hr/>						
13 8/15/2023	8/16/2023	Woolgrowers Restaurant Bakersfield, CA				86.69
		Lunch with CSD Rep. for CSD Monitoring Review. See attached agenda & list of attendees.				
<hr/>						
14 8/19/2023	8/21/2023	Facebk Tturuspem2 650-5434800, CA				100.00
		Facebook Ad				
<hr/>						
15 8/20/2023	8/21/2023	Facebk Rmcrgt7em2 650-5434800, CA				1.08
		Facebook Ad				
<hr/>						
16 8/20/2023	8/21/2023	Facebk Jw9bssxem2 650-5434800, CA				32.54
		Facebook Ad				
<hr/>						
17 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				1,532.69
		Hotel Fee for Savannah Maldonado. NCAP Annual Convention.				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 8/23/2023	8/23/2023	Facebk D4nnatbfm2 650-5434800, CA				100.00
Facebook Ad						
19 8/23/2023	8/24/2023	Smart And Final 362 Bakersfield, CA				7.69
Water for KAN meeting on 8/23/23. See attached documentation.						
20 8/23/2023	8/25/2023	Flame And Skewers 2 Bakersfield, CA				161.76
Lunch for KAN meeting on 8/23/23. See attached documentation.						
21 8/26/2023	8/28/2023	Facebk P3hzbtkem2 650-5434800, CA				100.00
Facebook Ad						
22 8/28/2023	8/30/2023	Office Depot #952 Bakersfield, CA				116.69
Fee to spiral bind 20 copies of the Kern County Food Insecurity Needs Assessment.						
23 8/28/2023	8/30/2023	Office Depot #952 Bakersfield, CA				43.29
Wireless Mouse for Community Development Staff.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
24 8/28/2023	8/30/2023	Office Depot #952 Bakersfield, CA				74.24
Special paper for printing Kern County Food Insecurity Needs Assessment.						
25 8/29/2023	8/30/2023	Facebk Qtmwgtbfm2 650-5434800, CA				100.00
Facebook Ad						
26 8/30/2023	8/31/2023	Ca Secretary Of State Web 916-6951338, CA				10.00
Secretary of State Certificate of Status for the CAPK Foundation						
						Transaction Count: 26
						Total: 7,371.02

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Jeremy Tobias			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7066			Currency	US Dollar		
Reporting Period	8/1/2023 - 8/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA				499.00	
Registration fee for Board Member Yolanda Ochoa to attend CalCAPA Annual Conference in San Francisco.							
2 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA				499.00	
Registration fee for Board Member Gina Martinez to attend CalCAPA Annual Conference in San Francisco.							
3 8/2/2023	8/3/2023	Hotelbookingservice 8007279059, UT				15.99	
Hotel booking fee for CalCAPA Region IX Convening. Did not go through meeting room block. Room was upgraded and extended. Jeremy to reimburse for all personal fees.							
4 8/2/2023	8/3/2023	Hotel*hotelbooking 800-455-9877, WA				1,647.58	
Hotel Fee for Jeremy Tobias for CalCAPA Region IX Convening. 2 days are personal and Jeremy to reimburse CAPK for personal expense.							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/3/2023	8/3/2023	Www.Calcapa.Org Www.Calcapa.O, CA				299.00
		Registration Fee for Jeremy Tobias - CalCAPA Region IX Convening				
<hr/>						
6 8/10/2023	8/11/2023	Urbane Cafe Olo.Com, CA				79.64
		Lunch for Staff Facility Meeting.				
<hr/>						
7 8/12/2023	8/14/2023	The Padre Hotel Bakersfield, CA				300.00
		Valet Parking fee for Board Members & Staff. Board Retreat on 8/12/23.				
<hr/>						
8 8/13/2023	8/14/2023	Tst* The Padre Hotel Bakersfield, CA				3,104.42
		Final billing for Board Retreat on 8/12/23. See detailed billing on attached receipt.				
<hr/>						
9 8/15/2023	8/16/2023	Frugattis Italian Eateary Bakersfield, CA				333.16
		Dinner for CSD Representative & Staff. Attendee list is noted on receipt.				
<hr/>						
10 8/15/2023	8/16/2023	76 - Bakersfield Fairfax Bakersfield, CA				76.55
		Gasoline for CEO's Agency Vehicle.				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11 8/15/2023	8/16/2023	Sp Uniquely Chic Flori Httpsuniquely, CA				93.76
		Sympathy Flowers for employee Phaythoune Khamphanith				
<hr/>						
12 8/17/2023	8/18/2023	Tst* West Coast Sourdough 916-812-2515, CA				148.75
		Lunch for Audit & Pension Committee Meeting				
<hr/>						
13 8/22/2023	8/23/2023	Sq *taxi Atlanta, GA				52.50
		Taxi Fare from Atlanta Airport to Atlanta Marriott Marquis Hotel for Jeremy Tobias. Auto generated receipt was emailed to J. Tobias, however, CAPK's firewall blocked the email. No receipt available.				
<hr/>						
14 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				727.44
		Hotel Room fee for Jeremy Tobias. NCAP Annual Convention				
<hr/>						
15 8/22/2023	8/29/2023	Marriott Atlanta Marqu 866-435-7627, GA				1,139.06
		Hotel Room for Board Member Fred Plane. NCAP Annual Convention				
<hr/>						
16 8/23/2023	8/24/2023	McW#1006-Coffee 866-2543229, CA				29.99
		Monthly Car Wash Fee for CEO's Agency Vehicle.				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
17 8/23/2023	8/25/2023	Red Phone Booth - Amalfi Atlanta, GA				288.09
Group Lunch at NCAP Convention in Atlanta, GA. Attendees comprised of staff and Board Members are listed on sheet with receipt.						
<hr/>						
18 8/25/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				199.82
Hotel Receipt #2 for Jeremy Tobias. NCAP Annual Convention.						
<hr/>						
19 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				-2.04
Credit for charge added to hotel room for Board Member Michelle Jara-Rangel. NCAP Annual Convention.						
<hr/>						
20 8/26/2023	8/28/2023	Marvin Thomas Taxi Douglasville, GA				57.00
Taxi fee for transportation from hotel to airport in Atlanta. NCAP Annual Convention. J. Tobias, M. Jara-Rangel & G. Martinez						
<hr/>						
21 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				-441.94
Hotel credit issued for over charged payment for hotel room for Board Member Ana Vigil. NCAP Annual Convention.						
<hr/>						
22 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				14.24
Additional hotel room fee for Board Member Yolanda Ochoa - NCAP Annual Convention.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
23 8/26/2023	8/28/2023	Rps Bakersfield Bakersfield, CA				50.00
Airport Parking for Jeremy Tobias. NCAP Annual Convention						
24 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				-2.04
Hotel Credit issued for hotel room for Board Member Gina Martinez. NCAP Annual Convention.						
25 8/29/2023	8/30/2023	Nespresso Usa, Inc. Httpswwww.Nesp, NY				291.19
Coffee machine for Executive Division.						
26 8/30/2023	8/31/2023	Food-Ex Bakersfield, CA				319.64
Lunch for Board of Directors meeting on August 30, 2023. Agenda & Attendee list is attached.						

Transaction Count: 26
Total: 9,819.80

Employee SignatureDate

Authorized Approver SignatureDate



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Emilio Wagner				Company	Community Action Partnership O				
Account #	XXXX-XXXX-XXXX-7041				Currency	US Dollar				
Reporting Period	8/1/2023 - 8/31/2023									
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount		
1 7/31/2023	8/1/2023	M365 Conference Inc. 203-527-4160, FL						2,799.00		
Registration fee for Emilio Wagner to attend the Microsoft Power Platform Conference in Las Vegas, NV										
2 8/3/2023	8/7/2023	United 800-932-2732, TX						498.20		
Airline Ticket for Emilio Wagner - NCAP Data Convening in Denver, CO										
3 8/3/2023	8/7/2023	United 800-932-2732, TX						79.00		
Upgrades airline seats for Ryan Dozier - NCAP Data Convening in Denver, CO (no other seats available)										
4 8/3/2023	8/7/2023	United 800-932-2732, TX						498.20		
Airline ticket for Ryan Dozier - NCAP Data Convening in Denver, CO										
5 8/3/2023	8/7/2023	United 800-932-2732, TX						79.00		
Airline ticket for Emilio Wagner - NCAP Data Convening in Denver, CO										

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/3/2023	8/7/2023	United 800-932-2732, TX				79.00
Upgrades airline seats for Ryan Dozier - NCAP Data Convening in Denver, CO (no other seats available)						
7 8/3/2023	8/7/2023	United 800-932-2732, TX				79.00
Upgrades airline seats for Emilio Wagner - NCAP Data Convening in Denver, CO (no other seats available)						
8 8/4/2023	8/7/2023	Mgm Grand - Adv Dep 8552755733, NV				17.01
Advance deposit for Emilio Wagner - Microsoft Conference in Las Vegas, NV						
9 8/4/2023	8/7/2023	American Air Fort Worth, TX				438.81
Airline ticket for Emilio Wagner - Microsoft Conference in Las Vegas						
10 8/9/2023	8/10/2023	Microsoft#g027442908 Msbill.Info, WA				1,300.31
Azure Virtual machine for ChildPlus Head Start						
11 8/21/2023	8/22/2023	WI *mindbody Inc San Luis Obis, CA				461.98
Scheduling Software for Energy & VITA Programs						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/28/2023	8/29/2023	Gotogoto.Com Logmein.Com, MA				7,264.80
ANNUAL SUBSCRIPTION FOR IT HELP DESK						

Transaction Count: 12
Total: 13,594.31

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/1/2023	M365 Conference Inc. 203-527-4160, FL				3,349.00
		Registration fee for Ryan Dozier to attend the Microsoft Power Platform Conference in Las Vegas, NV				
2 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				818.11
		Hotel Fee for Gabrielle Alexander. NCAP Annual Convention				

Transaction Count: 2
Total: 4,167.11

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Rebecca Moreno			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-4956			Currency	US Dollar		
Reporting Period	8/1/2023 - 8/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes		Approved	Receipt	Amount
1 7/25/2023	8/1/2023	Hilton Internationals 202-4833000, DC					-400.00
Lodging/hold refund for Adam Ramos to attend the NC Ending Homelessness Conference July 16-20, 2023 in Washington, DC							
2 8/1/2023	8/2/2023	Wpy*bitfocus 855-999-3729, CA					-899.00
Registration refund for Rebecca Moreno to attend the Clarity Connect in Las Vegas, NV Oct 2-6, 2023 Rebecca will not be attending.							
3 8/4/2023	8/4/2023	Nhsdc Fall 2023 Conf Kimk@nhsdc.Or, IA					1,360.80
Registration for Rebecca Moreno & Marlene Ruiz Hernandez to attend the NHSDC Fall 2023 Conference							
4 8/4/2023	8/4/2023	American Air Fort Worth, TX					818.80
Registration for Rebecca Moreno to attend the NHSDC Fall 2023 Conference in Philadelphia, PA Oct 23-25, 2023							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/4/2023	8/4/2023	American Air Fort Worth, TX				818.80
Registration for Marlene Ruiz to attend the NHSDC Fall 2023 Conference in Philadelphia, PA Oct 23-25, 2023						
6 8/4/2023	8/4/2023	Allianz Travel Ins Allianzins.Us, VA				61.41
Purchase Allianz Travel Ins						
7 8/4/2023	8/4/2023	Allianz Travel Ins Allianzins.Us, VA				62.80
Purchase Allianz Travel Ins						
8 8/7/2023	8/8/2023	Www.Calcapa.Org Www.Calcapa.O, CA				459.00
Registration for Rebecca Moreno to attend the 2023 CalCAPA Annual Conference in San Francisco, CA Nov 7-9, 2023						
9 8/17/2023	8/21/2023	Travelodge 661-3250772, CA				504.00
Lodging for client at M ST Navigation Center						
10 8/18/2023	8/21/2023	Travelodge 661-3250772, CA				476.00
Lodging 219 for LBNC client Kimberly Halfstrom						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11 8/18/2023	8/21/2023	Travelodge 661-3250772, CA				476.00
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
12 8/18/2023	8/21/2023	Travelodge 661-3250772, CA				476.00
Lodging 221 for LBNC client Tenzin Dhenden, Fnu						
13 8/21/2023	8/23/2023	American Air Fort Worth, TX				70.00
Airfare baggage for Rebecca Moreno to attend the National Community Action Partnership Annual Convention in Atlanta, GA August 22-25, 2023 (\$40 TBD)						
14 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
15 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
16 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 215 for LBNC Cervantes, Eduardo/Thomas White						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
17 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
18 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
19 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 139 for LBNC client Kyser Skye/Maryann Monji						
20 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
21 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 210 for LBNC client Abrina, Hannah/Maria Monroe						
22 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
23 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging for client at M ST Navigation Center						
24 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						
25 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
26 8/21/2023	8/25/2023	Travelodge 661-3250772, CA				224.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
27 8/21/2023	8/28/2023	Travelodge 661-3250772, CA				-100.80
Lodging for client at M ST Navigation Center (CREDIT)						
28 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 248 for LBNC client Debra Zink						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
29 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 133 for LBNC client Hernandez Sergio/Joseph Axiaq						
30 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				128.80
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
31 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 121 for LBNC client Diaz Gabriel/Leonardo Maldonado						
32 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				89.60
Lodging 119 for LBNC client Anderson Desire/Monty Morgan						
33 8/22/2023	8/24/2023	2300 Sahara Hotel Opera 702-7617000, NV				611.16
Lodging for Rebecca Moreno & Marlene Ruiz Hernandez to attend the NHSDC Fall 2023 Conference						
34 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 217 for LBNC client Hilt Scott/Antoine Wade						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
35 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				89.60
Lodging 215 for LBNC Cervantes, Eduardo/Thomas White						
36 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				1,236.43
Lodging for Rebecca Moreno to attend the National Community Action Partnership Annual Convention in Atlanta, GA August 22-25, 2023						
37 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
38 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
39 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				224.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						
40 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 121 for LBNC client Diaz Gabriel/Leonardo Maldonado						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
41 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
42 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 133 for LBNC client Hernandez Sergio/Joseph Axiaq						
43 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 210 for LBNC client Abrina, Hannah/Maria Monroe						
44 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 210 for LBNC client Abrina, Hannah/Maria Monroe						
45 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				224.00
Lodging 215 for LBNC Cervantes, Eduardo/Thomas White						
46 8/24/2023	8/25/2023	Travelodge 661-3250772, CA				89.60
Lodging 139 for LBNC client Kyser Skye/Maryann Monji						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
47 8/27/2023	8/28/2023	Travelodge 661-3250772, CA				448.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						
48 8/27/2023	8/29/2023	Travelodge 661-3250772, CA				112.00
Lodging 139 for LBNC client Kyser Skye/Maryann Monji						
49 8/27/2023	8/29/2023	Travelodge 661-3250772, CA				224.00
Lodging for client at M ST Navigation Center						
50 8/27/2023	8/29/2023	Travelodge 661-3250772, CA				224.00
Lodging for client at M ST Navigation Center						
51 8/27/2023	8/31/2023	Travelodge 661-3250772, CA				-112.00
Lodging for client at M ST Navigation Center						
52 8/27/2023	8/31/2023	Travelodge 661-3250772, CA				-224.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
53 8/27/2023	8/31/2023	Travelodge 661-3250772, CA				-112.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
54 8/28/2023	8/30/2023	Travelodge 661-3250772, CA				448.00
Lodging for client at M ST Navigation Center						
55 8/28/2023	8/30/2023	Travelodge 661-3250772, CA				112.00
Lodging for client at M ST Navigation Center						
56 8/29/2023	8/31/2023	Travelodge 661-3250772, CA				224.00
Lodging for client at M ST Navigation Center						
57 8/29/2023	8/31/2023	Travelodge 661-3250772, CA				448.00
Lodging for client at M ST Navigation Center						

Transaction Count: 57
Total: 15,613.00

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/1/2023	Target 00006148 Bakersfield, CA				20.34
		Special Diet-Food				
2 7/31/2023	8/2/2023	Wal-Mart #1624 Bakersfield, CA				17.80
		Special Diet-Food				
3 8/1/2023	8/2/2023	Cacfp Roundtable Www.Ccfpround, CA				525.00
		Registration for Susana Magana to attend the CACFP Roundtable in Long Beach, CA Oct 8-11, 2023				
4 8/1/2023	8/2/2023	Cacfp Roundtable Www.Ccfpround, CA				525.00
		Registration for Tom Adame to attend the CACFP Roundtable in Long Beach, CA Oct 8-11, 2023				
5 8/1/2023	8/2/2023	Cacfp Roundtable Www.Ccfpround, CA				525.00
		Registration for Tony Chavez to attend the CACFP Roundtable in Long Beach, CA Oct 8-11, 2023				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/1/2023	8/2/2023	Lassens Natural Foods-Bk Bakersfield, CA				61.31
		Special Diet-Food				
<hr/>						
7 8/3/2023	8/7/2023	The Home Depot #1060 Bakersfield, CA				20.11
		Supplies				
<hr/>						
8 8/4/2023	8/7/2023	Target 00006148 Bakersfield, CA				16.95
		Special Diet-food				
<hr/>						
9 8/7/2023	8/8/2023	Sq *college Coffee & Donu Bakersfield, CA				20.49
		Central Kitchen In Service Lunch				
<hr/>						
10 8/7/2023	8/9/2023	Rustys Pizza #20 Bakersfield, CA				227.49
		Central Kitchen In Service Lunch				
<hr/>						
11 8/8/2023	8/9/2023	Lactationedresources 443-203-8553, MD				198.00
		Lactation Education Resources for Priya Khullar				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/10/2023	8/11/2023	Wm Supercenter #1624 Bakersfield, CA				3.51
		Supplies				
<hr/>						
13 8/10/2023	8/14/2023	American Ai 800-433-7300, TX				-841.80
		Airfare refund for Kevin Goudge to attend the Feeding America Feed Nourish Connect Conference in Minneapolis, MN August 13-17, 2023 (canceled trip)				
<hr/>						
14 8/16/2023	8/17/2023	Ntlrest Servsafe 312-7151010, IL				15.00
		Food Handler Certificate				
<hr/>						
15 8/17/2023	8/21/2023	Hilton Hotels 612-3761000, MN				632.85
		Lodging for Kelly Lowery to attend the Feeding America in Minneapolis, MN August 13-17, 2023				
<hr/>						
16 8/17/2023	8/21/2023	Hilton Hotels 612-3761000, MN				632.85
		Lodging for Blaine Hodge to attend the Feeding America in Minneapolis, MN August 13-17, 2023				
<hr/>						
17 8/28/2023	8/29/2023	Sequoia Sand Downtown Bakersfield, CA				525.00
		Migrant Childcare staff meeting & training lunch 8/28/23				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 8/30/2023	8/31/2023	Sequoia Sand Downtown Bakersfield, CA				-525.00
Migrant Childcare staff meeting & training lunch 8/28/23 was canceled (Refund)						

Transaction Count: 18
Total: 2,599.90

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____

**COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2023 TO FEBRUARY 28, 2024 (6 OF 12 MONTHS OR 50.0%)**

Line Item	2023/24 Budget	3/1/23 - 2/28/24 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,098,319	611,326	29.1%	1,486,993
Head Start Subsidy	<u>1,213,057</u>	<u>631,919</u>	52.1%	<u>581,138</u>
Total Revenue	<u>3,311,376</u>	<u>1,243,245</u>	37.5%	<u>2,068,131</u>
Expenditures (Note B)				
Salaries	843,039	326,707	38.8%	516,332
Benefits	258,634	98,182	38.0%	160,452
Vehicle Gasoline, Repair/Maintenance	47,000	19,681	41.9%	27,319
Space Costs	121,700	66,533	54.7%	55,167
Supplies - Office & Food Service	106,000	67,040	63.2%	38,960
Equipment Repair/Maintenance & Lease	35,300	9,711	27.5%	25,589
Communication	13,000	7,795	60.0%	5,205
Risk Insurance	12,700	6,427	50.6%	6,273
Printing	1,000	589	58.9%	411
Hiring & Employee Costs	100	1,046	1046.3%	(946)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	<u>1,552,853</u>	<u>499,662</u>	32.2%	<u>1,053,191</u>
Sub Total	2,991,826	1,103,374	36.9%	1,888,452
Adult Meals Prepared	128,794	71,269	55.3%	57,525
Indirect	<u>190,756</u>	<u>68,602</u>	36.0%	<u>122,154</u>
Total Expenditures	<u>3,311,376</u>	<u>1,243,245</u>	37.5%	<u>2,068,131</u>

	Prior Period	AUGUST 2023	Cumulative
Total Meals Prepared and Vended (Note C)	256,513	57,927	314,440
Total Meals Claimed	<u>158,538</u>	<u>28,912</u>	<u>187,450</u>
Difference	97,975	29,015	126,990

Percentage Claimed to Prepared/Vended		49.9%	59.6%
---------------------------------------	--	-------	-------

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 7/1/23 - 6/30/24 (2 OF 12 MONTHS = 16.7%)

Contract CMAP-1000	July 2023	Aug 2023	July 2024	Aug 2024	July 2025	Aug 2025	July 2026	Aug 2026	July 2027	Aug 2027	July 2028	Aug 2028	Total	%	% Earned to MRA
Provider Payments	\$ 2,742,389	\$ 3,370,293											\$ 6,112,682		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 2,742,389	\$ 3,370,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,112,682	86.66%	
Maximum Reimbursable Amount (MRA) for Provider Payments													23,640,785		25.86%
Administration & Support Services Revenue															
Provider Payments	\$ 2,742,389	\$ 3,370,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,112,682		
Reimbursement Rate	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%		
Revenue Earned	\$ 653,758	\$ 803,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,457,203		
Program Administration/Support Services Costs	175,967	200,752											376,719	5.34%	
Indirect (10% x MTDC) Costs	288,259	275,839											564,098	8.00%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	\$ 464,226	\$ 476,591	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	940,817	13.34%	
Revenue Earned Over/(Under) Costs	\$ 189,532	\$ 326,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	516,386		
TOTAL COSTS - NET OF FAMILY FEES	\$ 3,206,615	\$ 3,846,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,053,499	100.00%	

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

Provider payments	6,112,682
Reimbursement Rate (19.25% / 80.75%)	x 26.5823%
Revenue Earned	<u>1,624,891</u>

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

Provider Payments	23,640,785	80.75%
Administration	4,757,434	16.25%
Support Services	878,295	<u>3.00%</u>
Maximum Reimbursable Amount (MRA)	<u>29,276,514</u>	<u>100.00%</u>

Note 3: Increase to contract was received August 2023 in the amount of \$55,652.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2023/24 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/23 - 6/30/24 (2 OF 12 MONTHS = 16.7%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-3063)														
Adjusted Days of Enrollment - Certified	5,189	6,077	-	-	-	-	-	-	-	-	-	-	11,265	
Reimbursement Rate per Child per Day	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	X \$51.55	
Revenue Earned	\$ 267,471	\$ 313,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 580,735	14.78%
Maximum Reimbursable Amount (MRA)													\$3,930,503	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.38%	99.76%												99.58%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-2120)														
Adjusted Days of Enrollment - Certified	3,104	6,787	-	-	-	-	-	-	-	-	-	-	9,891	
Reimbursement Rate per Child per Day	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	<u>X \$5.27</u>	X \$5.27	
Revenue Earned	\$ 171,560	\$ 375,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 546,688	7.71%
Maximum Reimbursable Amount (MRA)													\$7,087,664	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.42%	98.76%												98.97%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%
MIGRANT CHILD CARE (CMIG-2004)														
Adjusted Days of Enrollment - Certified	18	50	-	-	-	-	-	-	-	-	-	-	67	
Reimbursement Rate per Child per Day	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	<u>X \$51.55</u>	X \$51.55	
Revenue Earned	\$ 907	\$ 2,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,459	1.19%
Maximum Reimbursable Amount (MRA)													\$291,239	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%												100.00%
Five Percent Flexibility, Maximum = 100 Percent	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 2023/24 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/23 - 6/30/24 (2 OF 12 MONTHS = 16.7%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	2,278	3,336	-	-	-	-	-	-	-	-	-	-	5,614	
Reimbursement Rate per Child per Day	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	
Revenue Earned	\$ 111,258	\$ 162,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274,176	11.15%
Maximum Reimbursable Amount (MRA)													\$2,458,117	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.41%	99.36%												99.38%
Five Percent Flexibility, Maximum = 100 Percent	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 2023/24 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, 2023

ASSETS

Cash in Bank	12,449,539
Cash - Vacation Reserve	1,050,719
Petty Cash	-
Accounts Receivable	11,180,611
Travel Advance	200
Prepaid Expense	999,684
Inventory	1,090,744
Net Fixed Assets - Unrestricted	703,156
Net Fixed Assets - Restricted	<u>30,074,237</u>

Total Assets 57,548,890

LIABILITES AND NET ASSETS

Accounts Payable	7,537,974
Accrued Expenses	2,980,360
Accrued Vacation	1,743,490
Line of Credit	-
Note Payable	704,130
Advance Payable	2,784,923
Deferred Revenue	<u>6,244,153</u>

Total Liabilities 21,995,030

Total Net Assets 35,553,860

Total Liabilities and Net Assets 57,548,890

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023

REVENUE

Grant Revenue	105,579,006
Donations	47,277,632
Other Revenue	756,165
In-Kind	<u>261,800</u>

Total Revenue 153,874,604

EXPENDITURES

Salaries	36,431,542
Benefits	10,091,397
Travel	698,622
Space Costs	7,866,562
Supplies	2,886,851
Consultant/Contract Services	4,363,893
Other Costs	3,862,621
Program Costs	65,591,598
Capital Expenditures	-
Indirect	7,998,647
In-Kind	<u>261,800</u>

Total Expenditures 140,053,533

Net Change in Assets 13,821,071

Net Assets, beginning 21,732,790

Net Assets, ending 35,553,860

Community Action of Partnership of Kern Agency Total

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

ASSETS

Cash in Bank	8,368,970
Cash - Vacation Reserve	955,261
Petty Cash	-
Accounts Receivable	7,270,753
Travel Advance	4,724
Prepaid Expense	897,907
Inventory	1,124,458
Net Fixed Assets - Unrestricted	573,227
Net Fixed Assets - Restricted	<u>29,859,974</u>

Total Assets 49,055,274

LIABILITES AND NET ASSETS

Accounts Payable	6,651,536
Accrued Expenses	125,462
Accrued Vacation	1,050,129
Line of Credit	-
Note Payable	574,201
Advance Payable	3,116,963
Deferred Revenue	<u>2,093,479</u>

Total Liabilities 13,611,770

Total Net Assets 35,443,504

Total Liabilities and Net Assets 49,055,274

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

REVENUE

Grant Revenue	57,639,116
Donations	178,015
Other Revenue	4,855,529
In-Kind	<u>6,318,382</u>

Total Revenue 68,991,042

EXPENDITURES

Salaries	18,993,500
Benefits	5,342,380
Travel	384,705
Space Costs	6,486,554
Supplies	1,361,381
Consultant/Contract Services	3,011,529
Other Costs	2,729,443
Program Costs	19,233,673
Capital Expenditures	687,866
Indirect	4,551,985
In-Kind	<u>6,318,382</u>

Total Expenditures 69,101,398

Net Change in Assets (110,356)

Net Assets, beginning 35,553,860

Net Assets, ending 35,443,504

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	46,534,079	17,423,310	29,110,769	37%
BENEFITS	14,088,242	4,867,790	9,220,452	35%
TRAVEL	861,060	340,122	520,938	40%
SPACE COST	14,976,187	5,615,383	9,360,804	37%
SUPPLIES	2,838,477	1,243,988	1,594,489	44%
EQUIPMENT	435,420	2,005,711	(1,570,291)	461%
CONSULTANT/CONTRACT SERVICES	3,601,227	2,426,935	1,174,292	67%
OTHER COSTS	2,808,734	2,355,269	453,465	84%
PROGRAM COSTS	26,713,909	19,182,937	7,530,972	72%
INDIRECT	9,969,927	5,022,452	4,947,475	50%
TOTAL	122,827,262	60,483,896	62,450,672	49%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	33,991,257	12,730,091	21,261,166	37%
BENEFITS	10,352,447	3,657,081	6,695,366	35%
TRAVEL	606,386	196,707	409,679	32%
SPACE COST	2,923,727	2,128,993	794,734	73%
SUPPLIES	2,382,456	725,171	1,657,285	30%
EQUIPMENT	396,870	256,826	140,044	65%
CONSULTANT/CONTRACT SERVICES	1,303,354	582,530	720,824	45%
OTHER COSTS	1,162,562	894,828	267,734	77%
PROGRAM COSTS	22,106,428	17,375,965	4,730,463	79%
INDIRECT	7,490,458	3,816,586	3,673,872	51%
TOTAL	82,715,945	42,364,777	40,351,168	51%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,791,680	1,729,911	3,061,769	36%
BENEFITS	1,486,523	451,840	1,034,683	30%
TRAVEL	110,349	73,074	37,275	66%
SPACE COST	7,621,217	2,114,358	5,506,859	28%
SUPPLIES	125,671	202,286	(76,615)	161%
EQUIPMENT	25,000	810,452	(785,452)	3242%
CONSULTANT/CONTRACT SERVICES	648,910	253,722	395,188	39%
OTHER COSTS	409,174	352,477	56,697	86%
PROGRAM COSTS	3,068,971	1,393,268	1,675,703	45%
INDIRECT	932,114	411,935	520,179	44%
TOTAL	19,219,609	7,793,323	11,426,286	41%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,366,205	1,001,047	1,365,158	42%
BENEFITS	711,755	256,992	454,763	36%
TRAVEL	50,133	23,430	26,704	47%
SPACE COST	237,817	108,515	129,302	46%
SUPPLIES	70,184	181,467	(111,283)	259%
EQUIPMENT	-	107,306	Not budgeted	0%
CONSULTANT/CONTRACT SERVICES	780,073	886,617	(106,544)	114%
OTHER COSTS	704,842	683,456	21,386	97%
PROGRAM COSTS	709,706	203,781	505,925	29%
INDIRECT	563,071	328,866	234,205	58%
TOTAL	6,193,786	3,781,478	2,519,614	61%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,219,812	1,312,741	2,907,071	31%
BENEFITS	1,226,969	346,361	880,608	28%
TRAVEL	55,702	28,144	27,558	51%
SPACE COST	953,189	1,013,543	(60,354)	106%
SUPPLIES	232,451	117,357	115,094	50%
EQUIPMENT	13,550	831,127	(817,577)	6134%
CONSULTANT/CONTRACT SERVICES	830,833	658,055	172,778	79%
OTHER COSTS	380,166	377,969	2,197	99%
PROGRAM COSTS	825,804	199,858	625,946	24%
INDIRECT	779,220	367,602	411,618	47%
TOTAL	9,517,696	5,252,757	4,264,939	55%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,007,969	577,149	430,820	57%
BENEFITS	261,830	143,130	118,700	55%
TRAVEL	13,740	16,618	(2,878)	121%
SPACE COST	234,537	49,975	184,562	21%
SUPPLIES	18,915	10,193	8,722	54%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	7,750	2,795	4,955	36%
OTHER COSTS	42,380	29,624	12,756	70%
PROGRAM COSTS	3,000	-	3,000	0%
INDIRECT	166,580	81,906	84,674	49%
TOTAL	1,756,701	911,391	845,310	52%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	157,156	72,371	84,785	46%
BENEFITS	48,718	12,385	36,333	25%
TRAVEL	24,750	2,150	22,600	9%
SPACE COST	3,005,700	200,000	2,805,700	7%
SUPPLIES	8,800	7,514	1,286	85%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	30,307	43,215	(12,908)	143%
OTHER COSTS	109,610	16,914	92,696	15%
PROGRAM COSTS	-	10,063	(10,063)	Not budgeted
INDIRECT	38,484	15,557	22,927	40%
TOTAL	3,423,525	380,169	3,043,356	11%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2023/24
BUDGET TO ACTUAL - 03/01/23 TO 8/31/23 (6 OF 12 MONTHS = 50.0%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 9,969,927	\$ 4,857,922	48.7%	\$ 5,112,005
Expenditures				
Salaries	4,623,933	1,953,597	42.2%	2,670,336
Benefits @ 23.6% actual	<u>1,197,709</u>	<u>496,328</u>	<u>41.4%</u>	<u>701,381</u>
Total Personnel Costs	5,821,642	2,449,925	42.1%	3,371,717
Operating Costs				
Travel	88,000	34,293	39.0%	53,707
Space Costs	215,950	93,257	43.2%	122,693
Supplies	264,650	105,058	39.7%	159,592
Consultant/Contract	1,049,000	560,545	53.4%	488,455
Other Operating Costs	<u>950,800</u>	<u>362,642</u>	<u>38.1%</u>	<u>588,158</u>
Total Operating Costs	2,568,400	1,155,796	45.0%	1,412,604
Total Expenditures	<u>\$ 8,390,042</u>	<u>\$ 3,605,721</u>	<u>43.0%</u>	<u>\$ 4,784,321</u>
Excess (Deficit) Indirect Revenue	<u>\$ 1,579,885</u>	<u>\$ 1,252,201</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,302,127	\$ 601,307	46.2%	\$ 700,820
Operations	2,700,165	1,090,467	40.4%	1,609,698
Executive	534,524	330,492	61.8%	204,032
Program Administration	-	265	Not budgeted	(265)
Finance	2,523,658	1,282,915	50.8%	1,240,743
Community Development	<u>1,329,568</u>	<u>300,275</u>	<u>22.6%</u>	<u>1,029,293</u>
	<u>\$ 8,390,042</u>	<u>\$ 3,605,721</u>	<u>43.0%</u>	<u>\$ 4,784,321</u>

Prepared Date: 09/26/23



MEMORANDUM

To: Board of Directors *Catherine Anspach*
From: Catherine Anspach; Director of Development
Date: October 25, 2023
Subject: *Agenda Item VI(a)*: CAPK Foundation Report – **Action Item**

The CAPK Foundation Board met in person on Tuesday, September 27, 2023 and approved the minutes from the May 30, 2023 Foundation Board meeting.

Tracy Webster presented the financials and reported on the different contributions that have come in since January 1st. The contributions are donations to the Foundation or CAPK directly. \$253,000 dollars has been donated through 256 contacts. The total income to date is currently \$209,000.00, which is largely due to the CAPK agency's contribution. The budget to actual report shows that the foundation is on point and performing as necessary. Tracy also mentions that there has been an increase in in-kind donations due to the upcoming Friendship House Mixer.

Emilio Wagner gave an update on the Friendship House Community Center Sports Field Enhancement Project. The lighting has been installed and is completed. The play structure is also in the process of getting remodeled, a rubber base will be added, and the wood chips will be removed. The solar project is on hold as we are waiting to hear about an outstanding grant with the City of Bakersfield.

Catherine reviewed upcoming events including the Food Bank Expansion Ribbon Cutting, The Friendship House Mixer, and the Round-Up for Charity with Macy's all happening in October.

Ariana Joven reported to the group that planning is underway for a signature Foundation fundraiser dinner called "Gourmet for Good" that will take place in June 2024. More information will follow.

Recommendation:

Staff recommends the Board of Directors approve the CAPK Foundation Board of Directors report and all items.

Attachments:

Minutes from the September 27, 2023 Board of Directors meeting.
CAPK Foundation Financial Reports



DATE	May 30, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

COMMUNITY ACTION PARTNERSHIP OF KERN FOUNDATION

Board of Directors Meeting Minutes

I. Call to Order

Board Vice Chair Ariana Joven called the meeting to order at 12:01 pm at the CAPK Administrative Offices, located at 5005 Business Park North., Bakersfield, CA.

a. Roll Call

Roll Call was taken with a quorum present:

Present: Ariana Joven (Vice Chair), Janea Benton, Michael Bowers, Don Bynum, Traco Matthews (arrived at 12:04 pm), Chase Nunneley, Fred Plane, Chei Whitmore

Absent: Kevin Burton, Michael Brown, Nila Hogan, Michele Shain

Others Present: Jeremy Tobias, Chief Executive Officer; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Catherine Anspach, Director of Development; Rebecca Moreno, Director of Community Development; other CAPK staff.

II. Public Comments

No one addressed the Board.

III. Consent Agenda

Motion was made and seconded to approve the Consent Agenda. Carried by unanimous vote (Plane/Nunneley).

IV. New Business

a. Financial Reports – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item and reported there were 143 contributions made from January 1, 2023, to April 30, 2023, totaling \$133,181.66, most of which were attributed to the Food Bank. Tracy noted that there is a negative equity balance for the Oasis Family Resource Center that is attributed to the vehicle purchased, and Kern Health System will be providing the reimbursement funds.

The Profit & Loss Income statement shows the total income to date is \$563,912 and total expenses are \$254,219. Most of the revenue is from the CAPK agency in the amount of \$408,000.

Motion was made and seconded to approve the financial reports presented on May 30, 2023. Carried by unanimous vote (Plane/Nunneley).

b. Form 990 Filed – Tracy Webster, Chief Financial Officer – **Info Item**

Tracy Webster reported the 990 Forms for the Foundation were filed in March 2023 and noted the comparison from the prior year shows a positive balance due to contributions from CAPK.

c. Highlight of Monthly Corporate Donors – Catherine Anspach, Director of Development – **Info Item**

Catherine Anspach provided the highlights of the corporate donors and where those donations are directed to.

Ariana Joven asked how the contributions came about. Catherine said that the \$10,000 from Tri-Counties Bank came about through conversations with their staff, Pritika Ram and me. Other donations are from continuous donors to CAPK.

d. Appointment of New Board Members – Catherine Anspach, Director of Development – **Action Item**

Catherine Anspach reported that Lillian Brust has been nominated to join the Foundation Board. Lillian is an Insurance Agent with Clifford & Bradford Insurance Agency and a longtime resident of Bakersfield. She has been hands on with many other local nonprofits to help them raise funds and will be a great asset to the CAPK Foundation Board.

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

e. Fundraising Developments – Catherine Anspach, Director of Development - **Info Item**

1. Friendship House Community Center Mixer on October 5, 2023 – Catherine Anspach, Director of Development

Catherine Anspach reminded the Board that the Friendship House Community Center (FHCC) has their own Advisory Board who holds annual fundraising events to benefit FHCC. They are active in soliciting donations to offset costs. Catherine asked the Foundation Board members to support the event and encouraged members to pass along the event flyer and sponsorship information.

Jeremy Tobias provided some history about the FHCC Advisory Board and said that it has been around since the 50's. They experienced significant hardship about 15 years ago and approached CAPK to take over, with the caveat that they maintain their own Advisory Board. Jeremy also noted that when CAPK was in its beginning stages, Board meetings were held at the FHCC.

Ariana Joven asked Catherine to forward the sponsor packet to the Board by email so they can help to solicit sponsorships for the event and encouraged everyone to purchase a ticket to attend.

2. Friendship House Community Center Sports Field Enhancement Update – Emilio Wagner, Director of Operations

Emilio Wagner said there are 3 projects identified and the Request for Proposals (RFP's) have gone out. Lighting has completed the RFP process, and Bronco Electric was selected, but staff are waiting for the City of Bakersfield for approval. It is estimated that the work will be completed in about 3-4 months. Lights will also shine on the basketball court. For the fencing, a second RFP was sent out as no proposals

were received from the first attempt. Emilio said there should be approximately \$250,000 in excess funds that can be applied to solar panels. Pritika Ram said that a proposal was submitted several months ago and notice of award will be announced in July. If not awarded, we can rollover the remaining funds and jump start a campaign.

3. Huggy Heart Campaign Update – Chei Whitmore, Market President, Valley Strong Credit Union

Chei Whitmore reported that the credit union began selling Huggy Hearts on May 1. The goal was to sell \$5,000 and that amount has been exceeded. Chei provided incentives to each branch and although she does not have the final numbers yet, the amount is expected to exceed \$7,000.

Catherine said that the branch managers from each of the branches were invited to tour the Friendship House, which helped motivate the staff to sell the hearts.

4. Kern Health Systems Grant: Oasis Family Resource Vehicle – Catherine Anspach, Director of Development

Catherine displayed a photo of the vehicle that was purchased for the Oasis Family Resource Center and thanked all that were instrumental in raising funds for the vehicle.

Ariana announced that Catherine will be sending out an email to create an ad-hoc committee for event planning and encouraged all to participate.

V. Special Program Presentation

a. M Street Navigation Center – Rebecca Moreno, Director of Housing & Supportive Services

Rebecca Moreno provided a brief summary of the programs offered at the M Street Navigation Center and said there are 147 beds, serving adults 18 and over. Three meals, plus snacks, are provided each day in partnership with the Food Bank. The Navigation Center is a closed pantry, that also includes pet food and laundry items. Clothing, personal hygiene items, pet care and kennels are also provided. All pets are kept in the kennels, with the exception of documented emotional support animals that are allowed to stay with the clients.

Rebecca also highlighted the services and classes offered, which include a group of barbers that provide haircuts, with music playing, food, etc. Financial literacy classes are provided for those that get matched for housing, so they learn how to manage their budget. Substance abuse and mental health services are available in addition to the medical and dental services that are offered. Other services include a bible study, the M Street Café, recycling, and training programs where clients can participate in a paid internship with job offers at the conclusion of the internship. May of the clients participate in the certification classes at Bakersfield College, and upon completion, there a formal graduation which brings great joy and pride for the graduates.

Rebecca also provided statistics and highlights noted in the attached presentation for the M Street Navigation Center and the Safe Camping / Safe Parking.

VII. Board Member Comments

- No comments.

VIII. Next Scheduled Meeting

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

IX. Adjournment

The meeting was adjourned at 12:46 pm.



BOARD MEETING

SEPTEMBER 26, 2023

FINANCIAL REPORT

TABLE OF CONTENTS

<u>SECTION</u>	<u>Pages (s)</u>
A. Contributions by Purpose January 1, 2023 through August 31, 2023	1
B. Financial Statements as of August 31, 2023	2-3
C. Budget to Actual as of August 31, 2023	4



Community Action Partnership of Kern Foundation

Contributions by purpose
for the period of 01/01/2023 to 08/31/2023

Purpose	Amount	# Contributions
General	\$15,786.76	75
In-Kind Donations	\$0.00	22
M Street Navigation Center - Homeless Center	\$5,384.43	6
Oasis Family Resource Center - Ridgecrest	\$53,980.00	14
Friendship House Mixer 2023	\$6,500.00	5
East Kern Family Resource Center	\$3,036.28	7
Shafter Youth Center	\$37,500.00	3
Volunteer Income Tax Assistance - VITA	\$15,367.00	11
Food Bank	\$109,866.87	103
Friendship House	\$4,026.05	5
Head Start	\$1,000.00	2
CAPK Foundation	\$800.00	1
COVID 19 Emergency Relief	\$51.50	1
Women, Infants, and Children (WIC)	\$500.00	1
Total	\$253,798.89	256



Community Action Partnership of Kern Foundation

Income Statement
for the period of 01/01/2023 to 08/31/2023

Account Number	Account Name	Amount
Income		
4220	Contributions Income	\$196,121.18
4230	Fundraising	\$12,560.00
4450	Misc Revenue	\$255.00
4900	CAPK Agency Contribution	\$395,157.36
Total Income		\$604,093.54
Expense		
5105	Salaries	\$98,947.42
5205	Benefits	\$14,496.31
6105	Local Travel - Staff	\$203.71
6120	Out of Town Travel - Staff	\$1,619.30
6135	Per Diem - Staff	\$476.75
6305	Office Supplies	\$7,411.24
6505	Legal Fees	\$1,674.90
6510	Audit Fees	\$1,350.00
6520	Consultant Services	\$40,000.00
6525	Software Support/Maintenance	\$380.00
6610	Postage	\$259.26
6615	Printing	\$4,373.34
6625	Hiring Costs	\$0.75
6635	Board Costs	\$802.81
6645	Tuition/Registration Fees - Staff	\$2,273.55
6660	Equipment Rent/Lease	\$1,079.70
6675	Outreach	\$7,349.50
6680	Training Expenses	\$143.46
6685	Meeting Expenses	\$52.50
6695	Bank Fees	\$299.68
6715	Licensing/Misc Fees	\$100.00
6790	Misc Expense	\$2,657.93
6990	Contribution - CAPK	\$190,839.95
9999	Indirect Expense	\$17,587.19
Total Expense		\$394,379.25
Net Income (Loss)		\$209,714.29



Community Action Partnership of Kern Foundation

Balance Sheet
as of 08/31/2023

Account Number	Account Name	Amount
Assets		
1000	Checking	\$250,634.35
Total Assets		\$250,634.35
Liabilities		
Total Liabilities		\$0.00
Equity		
3000	General Fund - Fund Balance	\$250,634.35
Total Equity		\$250,634.35
Total Liabilities + Total Equity		\$250,634.35



Community Action Partnership of Kern Foundation

Budget: Year to Date
for the period of 01/01/2023 to 08/31/2023

Account Number	Account Name	Actual	YTD Budget	Difference
Income				
4220	Contributions Income	\$196,121.18	\$272,053.36	\$-75,932.18
4230	Fundraising	\$12,560.00	\$0.00	\$12,560.00
4450	Misc Revenue	\$255.00	\$0.00	\$255.00
4900	CAPK Agency Contribution	\$395,157.36	\$0.00	\$395,157.36
Total Income		\$604,093.54	\$272,053.36	\$332,040.18
Expense				
5105	Salaries	\$98,947.42	\$104,770.64	\$-5,823.22
5205	Benefits	\$14,496.31	\$32,478.64	\$-17,982.33
6105	Local Travel - Staff	\$203.71	\$2,666.64	\$-2,462.93
6110	Local Travel - Board	\$0.00	\$1,666.64	\$-1,666.64
6120	Out of Town Travel - Staff	\$1,619.30	\$5,866.64	\$-4,247.34
6125	Out of Town Travel - Board	\$0.00	\$2,533.36	\$-2,533.36
6135	Per Diem - Staff	\$476.75	\$1,166.64	\$-689.89
6140	Per Diem - Board	\$0.00	\$933.36	\$-933.36
6150	Vehicle Gasoline	\$0.00	\$1,666.64	\$-1,666.64
6205	Rent/Lease	\$0.00	\$2,333.36	\$-2,333.36
6305	Office Supplies	\$7,411.24	\$5,866.64	\$1,544.60
6505	Legal Fees	\$1,674.90	\$5,000.00	\$-3,325.10
6510	Audit Fees	\$1,350.00	\$1,333.36	\$16.64
6520	Consultant Services	\$40,000.00	\$9,871.36	\$30,128.64
6525	Software Support/ Maintenance	\$380.00	\$4,000.00	\$-3,620.00
6605	Communications	\$0.00	\$1,533.36	\$-1,533.36
6610	Postage	\$259.26	\$5,000.00	\$-4,740.74
6615	Printing	\$4,373.34	\$13,333.36	\$-8,960.02
6625	Hiring Costs	\$0.75	\$300.00	\$-299.25
6630	Employee Costs	\$0.00	\$1,600.00	\$-1,600.00
6635	Board Costs	\$802.81	\$8,000.00	\$-7,197.19
6645	Tuition/Registration Fees - Staff	\$2,273.55	\$2,333.36	\$-59.81
6650	Tuition/Registration Fees - Board	\$0.00	\$1,466.64	\$-1,466.64
6660	Equipment Rent/Lease	\$1,079.70	\$0.00	\$1,079.70
6675	Outreach	\$7,349.50	\$1,666.64	\$5,682.86
6680	Training Expenses	\$143.46	\$2,333.36	\$-2,189.90
6685	Meeting Expenses	\$52.50	\$31,000.00	\$-30,947.50
6695	Bank Fees	\$299.68	\$1,000.00	\$-700.32
6715	Licensing/Misc Fees	\$100.00	\$0.00	\$100.00
6790	Misc Expense	\$2,657.93	\$0.00	\$2,657.93
6990	Contribution - CAPK	\$190,839.95	\$0.00	\$190,839.95
9999	Indirect Expense	\$17,587.19	\$25,172.00	\$-7,584.81
Total Expense		\$394,379.25	\$276,892.64	\$117,486.61
Total		\$209,714.29	\$-4,839.28	\$214,553.57



MEMORANDUM

To: Board of Directors

Lisa Gonzales

From: Lisa Gonzales, Program Governance Coordinator

Date: October 25, 2023

Subject: *Agenda Item VII(a):* October Policy Council Report – **Action Item**

The Policy Council met as scheduled on September 26, 2023 at which time a quorum was established.

The Council had the fortunate opportunity to receive a self-introduction from Louis Gill, CAPK Chief Program Officer. Parents were delighted that he took the time to attend Policy Council and share a bit about himself and how passionate he is about the mission of the agency as well as the importance of early childhood education.

Additionally, the Kern County and San Joaquin County Community Assessment Update 2023 was presented to members which included US Census data, 2022-2023 Head Start/Early Head Start enrollment information and more. The Council unanimously approved the document as presented.

Goals and Objectives for the next 5-year grant cycle (2024-2029) were brought before the Council. Each component of the goals was addressed accordingly. Members unanimously voted to approve the 2024-4029 Head Start and Early Head Start Goals and Objectives.

The final action item discussed at length, in detail and subsequently unanimously approved was the Revised Head Start and Early head Start Carryover Request.

The next Policy Council meeting is scheduled for November 28, 2023 at 5:30 p.m. which will be the first meeting of the 2023-2024 term.

Recommendation:

The Policy Council requests Board approval of the October Report and the Policy Council meeting minutes from September 26, 2023.

Attachment:

Policy Council Executive Committee Meeting Minutes from September 26, 2023.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES
September 26, 2023
Teleconference ID: 273 630 157 859

1. Call to Order

Policy Council Chairperson, Ruby Cruz called the meeting to order at 5:31 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. Career

a. Roll call was taken, and quorum was established.

Policy Council Members Present: Ruby Cruz, Fatima Echeverria, Andrea Flores, Nila Hogan, Pablo Reyes, Gabriel Rios, 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

All scheduled Policy Council School Readiness Committee meetings for this term have concluded. However, it was shared that as it relates to program, the current school readiness goal is cognition. The Early Head Start lesson plan study is balls and for Head Start it is wheels. It was also shared that staff have been presenting at parent meetings on a variety of school readiness topics, such as health and nutrition and more. There was a ReadyRosie workshop held at the Sterling Child Development Center with many parents in attendance and ½ of them being fathers. The September family engagement activity was also shared, which is *My House, My Neighborhood, Where I Live*. This is an activity for families to engage in outside of the classroom.

b. Planning Committee

The Planning Committee met on September 5, 2023. The Enrollment and Attendance report for August 2023 was shared with members. Head Start reported enrollment at 54% enrollment and Early Head Start at 72% enrollment. It was stated that the program successfully submitted the Program Information Report to the Office of Head Start on August 31, 2023. This report provides comprehensive data covering a variety of areas from Head Start and Early Head Start programs nationwide. In reviewing the Child Adult Care Food Program report for December 2022, it was noted there were 39,174 meals delivered.

c. Budget & Finance Committee

The Budget & Finance Committee on September 19, 2023. Members reviewed and discussed budget to actual financial documents for both Head Start and Early Head Start, as well as the Parent Activity, Parent Local Travel and In-kind reports. The committee did approve one action item and that was to move the final budget and finance meeting ahead by one day to support the final in-person meeting of the Policy Council term. All budget reports can be found in the consent agenda portion of the Policy Council Packet. The next Budget & Finance Meeting will be held on at 5:30 p.m. on Monday, October 16, 2023.

d. Bylaws Committee

The Bylaws Committee concluded all its scheduled meetings for the term. After reviewing the bylaws in their entirety and having thorough discussion, the committee did not feel a need to make any changes. It was shared that several leadership and management staff as well as a few CAPK Board members had an opportunity to participate in an in-person Program Governance training. This training Outlined the responsibilities of staff, the governing body and policy council in relation to the Head Start Act and the Head Start Program Performance Standards.

4. Presentations

a. CAPK Chief Program Officer Introduction – Louis Gill, CAPK CPO

Louis introduced himself and shared a bit about his professional background. He shared that in his previous employment he had the privilege of working with a very talented group of people, both at the Bakersfield Homeless Center and at the Alliance Against Family Violence and Sexual Assault. Louis went on to share that a licensed childcare facility was opened within each of those organizations, as there was a need to have a safe educational place for children. Louis shared that he learned a great deal about the importance of an early childhood education and how it can make a huge difference when a child is given a safe, nurturing educational environment.

Louis stated that he is very excited to be a part of Head Start, noting that though it has only been seven months, he feels joyful coming to work. He praised staff for their professionalism, and for their caring a great deal about children, which meshes with his values.

Additionally, he thanked the Policy Council for the role they play, noting it is critical and it is necessary to make the work that staff does possible. Louis acknowledged to members that their time is valuable and expressed gratitude for the time they are willing to spend doing what they do as a Council member. He added that he would also like to acknowledge Lisa Gonzales as there is a great deal of work that goes into all that encompasses the Council, and she not only manages it but does so extremely well.

Louis shared a bit about his personal life noting that he has a son and twin daughters. His youngest was recently married and is now getting "baby fever" as her cousin (Louis' niece) has a child enrolled in our partnership program (Escuelita Hernandez.) He praised the school and staff at the center for the care they provide.

In closing Louis stated that he is proud to be a part of the Head Start alongside of Policy Council and that he is very proud to be able to do what he can to be of assistance.

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 – August 22, 2023 (English/Spanish)
- b. Bylaws Committee Minutes – August 8, 2023 (English/Spanish)
- c. Budget and Finance Committee Minutes – August 15, 2023 (English/Spanish)
- d. Planning Committee Minutes – September 5, 2023
- e. Head Start Program Review Evaluation (PRE) Report – August
- f. Head Start Budget to Actual Report, March 1, 2023 through July 31, 2023
- g. Early Head Start Budget to Actual Report, March 1, 2023 through July 31, 2023
- h. Head Start and Early Head Start Non-Federal Share and In-Kind Report, March 1, 2023 through July 31, 2023
- i. Early Head Start Child Care Partnerships Non-Federal Share and In-Kind Report, March 1, 2023 through July 31, 2023
- j. Parent Travel & Child Care through July 31, 2023
- k. Parent Activities through July 31, 2023
- l. Low Income Household Water Assistance Program – CAPK (English/Spanish)
- m. Energy Assistance Program – CAPK
- n. 5 Action Steps for Helping Someone in Emotional Pain – National Institute of Mental Health (English/Spanish)
- o. My Mental Health: Do I Need Help: - National Institute of Mental Health (English/Spanish)
- p. Warning Signs of Suicide – National institute of Mental Health (English/Spanish)
- q. Crisis Resources
- r. Policy Council Termination, Monique McWilliams – August 12, 2023
- s. Policy Council Resignation, Sarita Little – August 18, 2023
- t. Children's Mobile Clinic – September 2023 (English/Spanish)
- u. National Night Out – October 3, 2023, Yokuts Park, 4200 Empire Drive, Bakersfield, CA

- v. Manteca Pumpkin Fair – October 7-8, 2023, Downtown Manteca, CA (Yosemite Avenue)
- w. Kern County Veterans Stand Down – October 12, 2023, Stramler Park, 3805 Chester Avenue, Bakersfield
- x. Trunk O' Treat – October 13, 2023, Micke Grove Park, Lodi, CA
- y. Apple Festival – October 14-15, 2023, Green Street in Downtown Tehachapi, CA
- z. Dr. Kirk Monthly Parent Training Schedule – October 16, 2023 - CAPK Head Start Clinical Psychologist Consultant
- aa. Family Fun Festival – October 21, 2023, Central Methodist Church, 3700 Pacific Avenue, Stockton, CA
- bb. Recruitment & Selection Plan Meeting – October 23, 2023
- cc. Backpack Connection Series: How to Help Your Child Have a Successful Bedtime (English/Spanish)
- dd. Tell Us Your Head Start Story – Head Start California (English/Spanish)
- ee. Kern Head Start Recruitment Flyer (English/Spanish)
- ff. San Joaquin Early Head Start Recruitment Flyer (English/Spanish)
- gg. Home Visiting Program Flyer (English/Spanish)
- hh. Policy Council Meeting Dates

Pablo Reyes made a motion to approve items (a) through (hh); seconded by Andrea Flores. Motion carried unanimously.

6. **New Business**

***ACTION**

a. Kern County and San Joaquin County Community Assessment Update 2023 – Karen Vazquez, Senior Community Development Specialist I

Karen introduced herself and shared that a condition of Head Start per the Office of Head Start an annual review and an updated community assessment is required to ensure it reflects the overall changes of the counties served.

It was reported that the Community Development team has updated this year's community assessment by utilizing the US Census data from the 2021 community survey to provide a variety of information for both Kern and San Joaquin Counties along with 2022 – 2023 Head Start and Early Head Start program enrollment information. It was noted that the updated assessments will be used to inform stakeholders and community members of any service gaps and necessary changes to provide a comprehensive service delivery plan for children ages 0-5 in Kern and San Joaquin Counties. It was noted that there were similarities between the two counties in some respects and differences in others. With that being said, the Community Assessment data can be very helpful in that sense.

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 Nila Hogan made a motion to approve the Kern and San Joaquin County Community Assessment; seconded by Pablo Reyes. Motion carried unanimously.

b. Head Start and Early Head Start 2024 – 2029 Goals and Objectives – Robert Espinosa, Program Design and Management Administrator

Robert reminded members that the information being brought forth this evening was shared as an informational item during the previous month's Policy Council meeting. Robert reviewed the first goal, with members which was workforce. While this goal is agency-wide, the focus is on Head Start as there is a challenge in retaining staff, specifically those in direct service positions. The objective of the goal as well as various action steps were elaborated on.

Robert also addressed goal two, program options; specifically, to develop and implement program options that coincide with the needs of the community. This is in turn to ensure eligible families can receive services through the program that provides a strong foundation for their child's academic journey. Robert reviewed the specific objectives, and action plans.

A summary was provided on the balance of the goals for this 2024-2029 period. Upon completion of the presentation Robert opened the floor for members to ask questions, seek clarification or make a comment to which there were none. Jennifer Wilson made a motion to approve the 2024-2029 Head Start and Early Head Start Goals and Objectives; seconded by Gabriel Rios. Motion approved unanimously.

c. Revised Head Start and Early Head Start Carryover and Budget Revision Request – Jerry Meade, Assistant Director- Program

Jerry stated the Policy Council previously approved a budget revision for the 2023 – 2024 funding year at the June Policy Council meeting. This request is to move some of the funding from the approved line items to different line items (categories) to support the needs of the program. He provided members with an example of such. Jerry noted that the total dollar amount has not changed, \$3,523,819 and the program will continue to perform the projects that were identified and outlined during the June meeting. The difference will be a higher dollar amount in the equipment line item and a revised dollar amount in the personnel and fringe categories as it relates to recruitment and retention incentives as approved by the CAPK Board of Directors in August. In continuing, Jerry shared that in collaboration with the finance division, budget detail was formulated to support the needs of the program and to effectively expend the remaining balance of funds from last fiscal year in the current fiscal year. The budget detail which was provided to members was comprehensively reviewed. There were no questions from members. Pablo Reyes made a motion to approve the revised Head start and Early Head Start Carryover Request and Budget Revision for the 2023-2024 funding period; seconded by Fatima Echeverria. Motion carried unanimously.

7. Standing Reports

a. Program Governance – Lisa Gonzales, Program Governance Coordinator

Members were thanked for their time, for attending tonight's Policy Council meeting, and for logging on in a timely manner. Lisa encouraged members to review the information in their packet as there is contains quite a bit of information regarding community events for both San Joaquin and Kern Counties. She also reminded Kern County members about the Feed the Need event taking place at the Kern County Fair, where fairgoers who bring six canned good items can enter the fair free of charge. Lisa also spoke to September being Suicide Prevention Month and reviewed the content in the Policy Council Packet which included contact numbers, informational flyers and more. Lisa also spoke to Parent Meetings taking place and in full swing. She added that if there are any members who wish to potentially serve on the Council an additional term, they must attend their specific Parent Meeting and be elected as a Regional Parent Committee (RPC) Representative. Regional Parent Committee meetings are where Policy Council elections take place. She added that there is no proxy nor absentee voting, members must be present to be elected and to vote. Lisa also took time to thank San Joaquin County Policy Council parent Andrea Flores for her service during this term on the Council. She shared how much growth she has seen in Andrea from her attendance at an RPC meeting to now. Lisa noted that Andrea was a bit unsure about being elected but decided to try it out and now she finishes her term as a strong advocate not just for her child but for the program and as the 2022-2023 Policy Council Vice-Chairperson! Lisa shared with members that they will be receiving an invitation to the end of term recognition event via email by weeks end; adding she is looking forward to seeing members in person at this annual event.

b. Community Representative – Nila Hogan, Y-Empowerment

Nila stated that she would like to briefly talk about next month, October which is Domestic Violence Awareness month. She shared that this is unfortunately something many may be experiencing or know someone experiencing a domestic violence situation. Nila added that when it comes to identifying domestic violence and the impact it can have on children that many people are not aware of how deeply it can have lasting effects on a child. This includes the impact of mass violence as well; these effects can start as early as when a child enters the world. Nila stated that she would be emailing information to Lisa so that she can in turn send it to members. In closing she wanted to let others know that if they are a person experiencing domestic violence or know somebody who is and need to refer themselves (or that person) to someone, they can directly email or call her. Nila noted that she is a resource for such services and can connect them to the necessary resources.

c. Board of Directors – Ana Vigil, CAPK Board Member

The Board of Directors met August 30, 2023. All items on the consent agenda were approved. Additionally, Board Chairperson Fred Plane advised the board that moving forward the financial reports will be removed from the consent agenda and placed under new business, as an action item for full board approval. A change in insurance brokers for health benefits stems from increased costs and limited provider options. Open enrollment begins in November for employees. A revised budget carryover request was made, which would move funds from one category to another. It was also shared that attorney Curtis Floyd's board seat is coming up for renewal early next year. Staff requested that the Board Chairperson assign an ad hoc committee to begin the recruitment process. Because of the Head Start requirement to have legal representation on the board, this will be targeted

recruitment. Emilio Wagner reported that Colombo Construction was selected as the contractor to complete the design/build of the new Central Kitchen. Vanessa Mendoza provided information on the California Strategic Growth Council (FY 2024-2026). She also shared stages of various applications. Vanessa additionally shared that CAPK contracted with Transforming Local Communities which is a local research and evaluation company. This partnership was to conduct an in-depth needs assessment of food insecurity in Kern County. Data from this study was shared. Due to time constraints the Head Start Policy Council report will be tabled and included on the September agenda. The CEO provided the closed session report stating the Board of Directors gave authority to execute the sale agreement for the sale of the 5005 Business Park North property for a sale price of \$2,350,000. This meeting was adjourned at 2:12 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 expressed gratitude for members' commitment to Policy Council adding that he knows it takes time away for their family to work as they do on behalf of the children and families served in Kern and San Joaquin Counties. Jerry continued noting that the last nine months of service have been quite impactful when looking back at the different elements of items approved by the Council starting with the Recruitment and Selection Plan to the 2023-2024 School Readiness Goals through self-assessment data and more. Jerry shared that all these components relate to the submission of a continued funding application which ensures that we have funding for our children in the next year to come; all of which could not happen without their commitment.

Jerry spoke to the Program Information Report which as shared earlier was submitted at the end of August. He stated that is the program's "report card" as a grantee and is critically important as it is sent to the Office of Head Start. This data is aggregated and used to let Congress know what the Office of Head Start and all its programs across the nation are doing.

Jerry shared that during next month's meeting, the final meeting of the term, which is sure to be a wonderful time, there will be some action items therefore it is critical a quorum is met. He encouraged as many if not all to attend as there will be the approval of the grant application for which various information and data has been shared over the balance of this term with members.

In closing, Jerry, on behalf of Yolanda, the entire administrative team, and all the Head Start family again expressed appreciation and gratitude for what Council members have contributed to thus far.

8. Policy Council Chairperson Report

Ruby stated that it has been a great year of service for her on Policy Council and that she is very happy that she was able to (virtually) meet everyone. Ruby added that she has loved every aspect of it and has learned so much from each person. She is excited to be able to have the last meeting in person. In closing Ruby also thanked her fellow members.

9. Policy Council Member Comments

Members were given an opportunity to share comments.

Andrea Flores thanked everyone, adding that she especially was thankful for Lisa as she helped to guide her through the whole Policy Council process. Things were well explained, and even though it at first sounded complicated it wasn't because of all the support she received. Andrea added that she feels like her time on the Council has given her more comfort and confidence to be able to speak up when her son attends other schools in the future. She stated that she feels like she has an expectation based upon her experience with the Head Start program. What Andrea felt most accomplished in is knowing that her voice was heard and validated. She was able to receive a lot different perspectives on various things and always felt like her voice mattered. Andrea expressed great appreciation for all.

Nila Hogan shared that she is really looking forward to seeing everyone next month in person! She added that this is especially important to her because this is her fifth and final term on the Council.

Jennifer Wilson shared that she too wanted to again thank Lisa for everything, for making it so easy to be a part of Policy Council, for the gifts and tokens included in the PC packet envelopes and for always making everyone feel appreciated. Jennifer added that she is excited to see everyone in person at the Hungry Hunter next month!

Ana Vigil shared that she has really enjoyed being on the Council and seeing parents' flourish. She reiterated that as she has previously shared, she was a Head Start parent 19 years ago and is now a CAPK Board member. Ana stated that the experience and knowledge they have gained through their participation on the Policy Council is something they can add to their resume, this is knowledge they can take with them to the next school their child attends. Ana said the great thing about Head Start is that they include the parents, and that is very important to a child's education and success. She added that it does take commitment and dedication and it was the parents that put in all the effort throughout this time, and she is looking forward to meeting everyone in person

10. Next Scheduled Meeting

The next scheduled meeting will take place on October 17, 2023 in person.

11. Adjournment

Meeting was adjourned at 6:22 p.m.