



DATE	August 24, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 397 829 230#

Board of Directors Meeting Agenda

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

I. Call to Order

a. Roll Call

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

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

a. Resolution #2022-25 (p. 4-5)

III. Introduction of Guests / Public Forum

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

IV. Special Presentation

- a. Introduction of Catherine Anspach, Director of Development – Pritika Ram, Chief Business Development Officer
- b. Safe Camping / Parking Programs by Rebecca Moreno, Director of Community Development (p. 6-13)

V. Consent Agenda

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

- a. **Minutes from the June 29, 2022, Board of Directors Meeting (p. 14-19)**
- b. **Minutes from the July 20, 2022, Executive Committee Meeting (p. 20-23)**
- c. **New Service Line - Kern Health Systems: Cal AIM Incentive Payment Program (IPP) (p. 24-71)**
- d. **California Department of Public Health Women Infants & Children (WIC) Program Contract #22-10236 (p. 72-157)**

- e. June 2022 Financial Statements **(p. 158-218)**
- f. Update on Region IX Approval of the Sale of Business Park North and Central Kitchen **(p. 219-220)**
- g. **Minutes from the August 3, 2022, Personnel Committee Meeting (p. 221-224)**
- h. Executive Division Revised Organizational Structure **(p. 225-238)**
- i. Migrant Childcare Program Organizational Chart and New Staff Positions **(p. 239-248)**
- j. Reclassification of Program Coordinator Job Descriptions and Change of Job Titles **(p. 249-257)**
- k. Approval of Head Start & Early Head Start Job Descriptions for Teachers **(p. 258-276)**
- l. New Bilingual Pay Policy **(p. 277-282)**
- m. Head Start Personnel Update **(p. 283)**
- n. Goal 4 Strategic Plan 2021-2025 Update **(p. 284-288)**
- o. **Minutes from the August 10, 2022, Program Review & Evaluation Committee Meeting (p. 289-291)**
- p. June & July 2022 Program Reports **(p. 292-347)**
- q. June & July 2022 Application Status Report & Funding Profiles **(p. 348-356)**
- r. June & July 2022 Head Start / State Child Development Enrollment Update & Meals Report **(p. 357-360)**
- s. 2021-2025 Strategic Plan Update **(p. 361-368)**
- t. **Minutes from the August 17, 2022, Budget & Finance Committee Meeting (p. 369-373)**
- u. Head Start / Early Head Start Budget to Actual Reports for the Period Ended July 31, 2022 **(p. 374-385)**
- v. CalFresh Healthy Living Program Amended Grant Agreement #19-1032 **(p. 386-392)**
- w. Resolution to Approve the Submission of the 2022 Supplemental Low-Income Home Energy Assistance 400-400-Program (SLIHEAP) Contract 22Q-4561 **(p. 393-395)**
- x. Low-Income Home Energy Assistance Program (LIHEAP) Outreach and Marketing Contract for Services **(p. 396-433)**
- y. Approval of Energy Program RFP Awards for Subcontractors **(p. 434-490)**
- z. Kern County Superintendent of Schools: East Kern Family Resource Center **(p. 491-514)**
- aa. CalEITC Contract 21T-1015 Amendment **(p. 515-516)**
- bb. July 2022 Financial Statements **(p. 517-575)**
- cc. New Service Agreement: Homeless Housing Assistance and Prevention Program (HHAP2) Bakersfield Kern Regional Homeless Collaborative (BKRHC) **(p. 576-600)**
- dd. **Minutes from the August 18, 2022, Audit & Pension Committee Meeting (p. 601-603)**
- ee. Pension Plan Update: 2022 Q2 Review **(p. 604-614)**
- ff. CSD Audit Transmittal Report (TR) 21-002 (FYE 2/28/21) **(p. 615-617)**
- gg. First 5 Kern 2-1-1 Kern Annual Administrative Review **(p. 618-619)**
- hh. First 5 Kern Help Me Grow Kern County Annual Administrative Review **(p. 620-621)**
- ii. First 5 Kern East Kern Family Resource Center Annual Administrative Review **(p. 622-623)**
- jj. First 5 Kern Oasis Family Resource Center Annual Administrative Review **(p. 624-625)**

VI. New Business

- a. Board Recruitment and Rotation Schedule for the Private Sector – **Action Item (p. 626)** Pritika Ram, Chief Business Development Officer
- b. Accounting & Financial Software & Agency-Wide Budget Revision #2 – **Action Item (p. 627-721)** Tracy Webster, Chief Financial Officer
- c. Head Start Program Update – Info Item **(p. 722-734)** Yolanda Gonzales, Director of Head Start / State Child Development

VII. Advisory Board Reports

- a. Head Start Policy Council Report – **Action Item (p. 725-742)** Nila Hogan, PC Representative
 - 1. August 2022 Policy Council Report
 - 2. June 28, 2022, Policy Council Minutes

VIII. Chief Executive Officer Report

- a. CEO Report for August 2022 – **Info Item** Jeremy Tobias, Chief Executive Officer
 - 1. COVID-19 Update
 - 2. Certified Community Action Professional (CCAP) Recognition of Pritika Ram & Esperanza Contreras
 - 3. Items of General Interest

IX. Board Member Comments

X. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, September 28, 2022
5005 Business Park North
Bakersfield, CA 93309

XI. 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, August 19, 2022. Paula Daoutis, Administrative Coordinator.



RESOLUTION 2022-25

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

The Board of Directors of Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met virtually on August 24, 2022, in Bakersfield, California and resolved as follows:

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

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

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

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

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

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

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to 2 above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

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

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

2. **Continued Implementation of AB 361.** If the state of emergency remains in effect and meeting in person would present imminent risks to the health or safety of attendees, the Board of Directors shall, to continue meeting subject to the provisions set forth in AB 361 and the Brown Act, no later than 30 days after it adopts this Resolution and every 30 days thereafter, make the following findings by majority vote:
 1. The Board of Directors has reconsidered the circumstances of the state of emergency; *and*
 2. Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials impose or recommend measures to promote social distancing.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 24th day of August 2022.

Fred Plane Chair
CAPK Board of Directors

Date

Safe Camping/Parking Programs

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

Jon Flores- Operations Supervisor
(661) 501-2602, jflores@capk.org

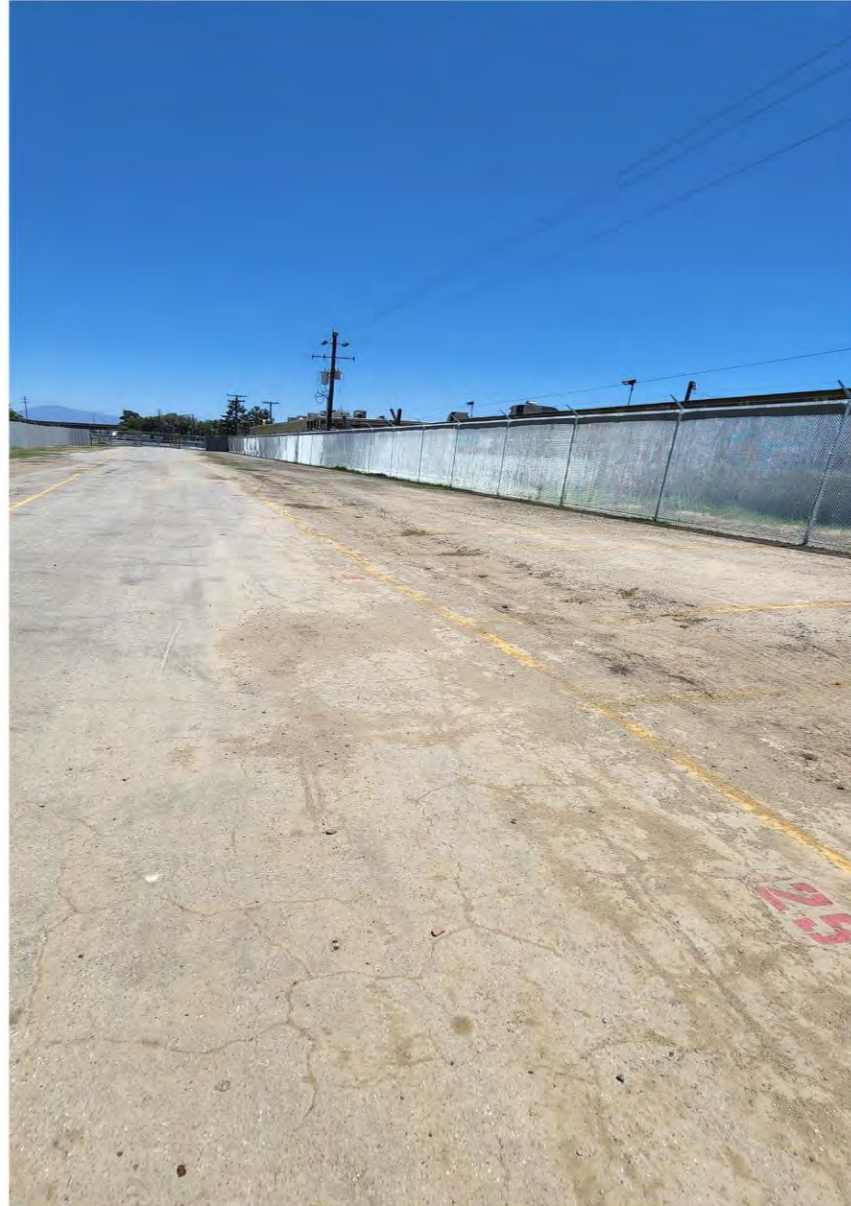
Keith Jackson-Programs Services
Supervisor
(661) 498-7854, kjackson@capk.org



M STREET NAVIGATION CENTER

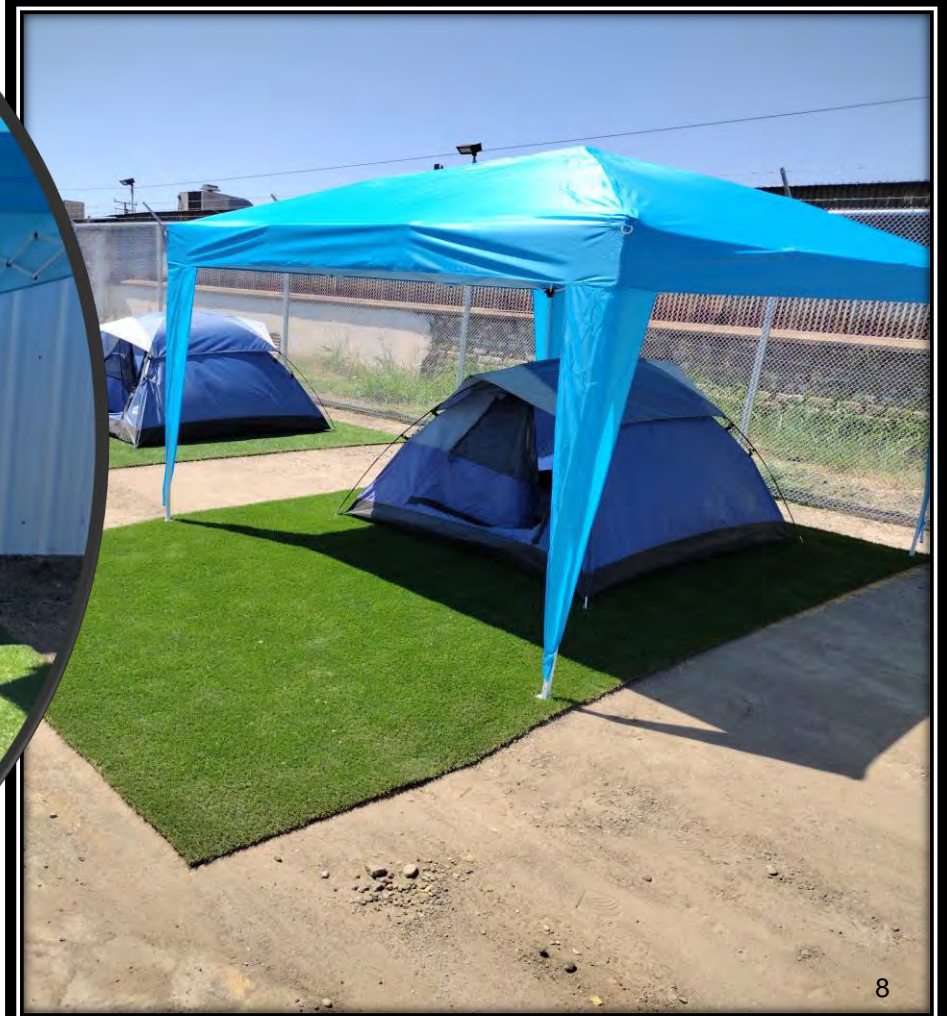


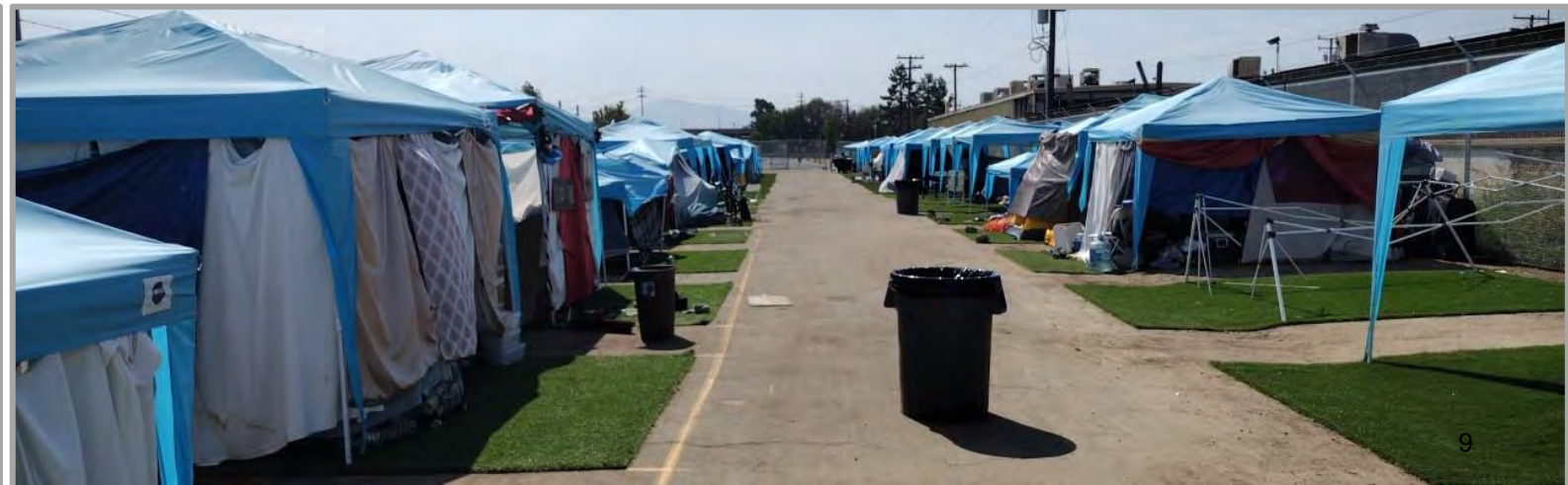
May 31, 2022



M STREET NAVIGATION CENTER

June 15, 2022







Services Provided

- 3-meals a day (including food for pets)
- Weekly showers with Churches without walls or St Vincent de Paul Society
- Minimum case management
- Medical
- Kern Behavior Health





Ongoing Operations

- Safe camping is at capacity (40 spaces)
- Canopies, tents, artificial grass have been installed
- Site improvements on going-cooling misters to be installed in seating area





Outcomes:

- Transitioned into M Street – 11
- Housed – 4
- Family Reunifications – 2
- Matched to a voucher – 8



QUESTIONS?

THANK YOU—



Laurie Hughey, Program Manager

(661) 501-2601

2900 M Street

Bakersfield CA, 93301

Rebecca Moreno, Program Director

(661) 379-8221

5055 California Ave. Ste 220

Bakersfield, CA 93309

www.capk.org



DATE	June 29, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID 816 510 630#

Board of Directors Meeting Minutes

Per Governor's Executive Order N-25-20 and Assembly Bill 361, Meeting to be held via Tele-Conference. Members of the public may join the tele-conference or listen to the call from the CAPK office at 5005 Business Park North, Bakersfield, CA 93309

I. Call to Order

Chairman Fred Plane called the meeting to order at 12:02 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

a. Roll Call was taken with a quorum present:

Present: Fred Plane (Chair), Ana Vigil (Secretary), Janea Benton (Treasurer, left at 1:30 pm), Curtis Floyd (left at 12:57 pm), Joe Garcia, Craig Henderson (joined at 12:04 pm), Nila Hogan (joined at 12:43 pm), Michelle Jara-Rangel, Mike Maggard, Jonathan Mullings, Yolanda Ochoa, Marian Panos, Guadalupe Perez

Absent: Jimmie Childress, Maritza Jimenez

Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander, Director of Finance; Susana Magana, Director of Health & Nutrition; Lisa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Community Development; Pritika Ram, Director of Administration; Emilio Wagner, Director of Operations; Tracy Webster, Chief Financial Officer; other CAPK staff

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

Motion was made and seconded to approve Resolution #2022-20. Carried by unanimous vote (Benton/Vigil).

III. Introduction of Guests / Public Forum

No one addressed the Board.

IV. Special Presentation

a. Head Start Alumni Support Recruitment – Jerry Meade, Assistant Director of Head Start: Program

Jerry Meade provided a video presentation of two former Head Start children who have started their own business selling lemonade. The children have also set up their stand at Head Start enrollment and recruitment events and are happy to share their positive experience in the program. The Board members expressed their appreciation to staff for sharing the video.

V. Consent Agenda

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

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

VI. New Business

- a. Partnership on the Community Economic Resilience Fund (CERF) Application – Jeremy Tobias, Chief Executive Officer – **Action Item**

Jeremy Tobias provided an explanation of the Community Economic Resilience Fund (CERF) which stemmed from Senate Bill 162, with an identified goal to build an equitable and sustainable economy across California’s diverse regions and foster long-term economic resilience in the overall transition to a carbon neutral economy. Staff is seeking approval to submit an application to be a “co-Convener” where CAPK will primarily represent diverse community interests for the Planning Phase.

The partnership includes Kern Community College District as Fiscal Agent, and 4 Co-Conveners, known as the Kern Coalition including CAPK, the Kern Inyo Mono Central Labor Council (CLC), Better Bakersfield & Boundless Kern (B3K) and Kern Community College District (KCCD).

Janea Benton offered support of CAPK being involved as a Co-Convener.

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

- b. Approval of New Job Description & Reorganization – Lisa McGranahan, Director of Human Resources – **Action Item**

Lisa McGranahan presented the above action item for approval and outlined the proposed reorganization of the Executive Management staff to include a new Chief position titled Chief Business Development Officer. A job description and revised org chart was presented that elaborates further on the request.

Fred Plane said that he and Jeremy Tobias discussed this topic at great length and said he is in full support of this change, which is good for the organization.

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

- c. Workers Compensation Insurance Renewal – Emilio Wagner, Director of Operations — **Action Item**

Emilio Wagner presented the above action item for approval and said that the current Workers’ Compensation insurance policy expires on July 31, 2022. CAPK’s insurance broker, Bolton, recommended the continuation of the well-developed partnership with Berkshire Hathaway. The proposed renewal rate represents a decrease of 5% over the prior year, which is attributed to the major reduction in the experience modification from 110% to 91%.

Jeremy Tobias and Fred Plane added their congratulations to the staff on the reduction of claims and overall costs over the last 10 years.

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

- d. Selection of Design/Build Contractor for EHS Property Located at 347 Poplar Ave. in Stockton, CA – Emilio Wagner, Director of Operations – **Action Item**

Emilio Wagner presented the above action item for approval and reported that the Barnet House, located at 347 Poplar Avenue in Stockton, California, is owned by CAPK with Federal Interest for the purposes of supporting the Early Head Start program. The building has primarily been used for storage and Home Base Services, but staff would like to convert this building to an EHS center. Costs to achieve this exceed \$250,000 and requires Board approval to proceed. Following the required RFP process, Diede Construction submitted the winning proposal and has broken down the project into phases. The San Joaquin EHS budget has a carryover request in the amount of \$791,997 which contains a line item for the major renovation project in the amount of \$427,000.

Janea Benton asked if staff had advised the contractor about the budget amount since the bid matched to the dollar. Emilio said that once the proposals were received, the budget was established based on the winning bid.

Michelle Jara-Rangel asked why we would renovate a site when we are closing others. Jerry Meade responded and said that staff recommends moving forward with the renovation of this site and upon completion, we can revisit program options for the next school year with the hope of expanding services in the city of Stockton.

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

- e. Agency Bylaws - Category III: Private Sector / Community Representatives Term Schedule – Pritika Ram, Director of Administration – **Action Item**

Pritika Ram presented the above action item for approval and reminded the Board that the revised agency bylaws were approved on May 25, 2022, which included the establishment of a term period for Category III, Private Sector / Community Representatives. The proposed term schedule was presented with one of the existing Private Sector members rotating off the Board beginning January 31, 2023, and every year after. Existing private sector members are invited to re-apply for their seat and will be considered along with all other applications. A proposed rotation schedule will be presented at the next meeting.

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

- f. California Community Schools Partnership Program (CCSPP): Implementation Grant, Bakersfield City School District Contract – Pritika Ram, Director of Administration – **Action Item**

Pritika Ram presented the above action item for approval and reported that CAPK received notice from the Bakersfield City School District (BCSD) of their award for the 2021-22 California Community Schools Partnership Program (CCSPP). The award is considered a pilot program (Cohort 1) under an implementation phase for a 5-year period. Pritika explained the intent the proposed Scope of Service and said that CAPK is a sub-awardee and will co-locate Case Managers at each of the identified 4 school sites to provide services identified in the memo. The term begins August 1, 2022, and ends July 31, 2027, with an annual amount of \$500,000, totaling \$2,500,000. This new program for CAPK would fall under the Executive Division and include 1 FTE Program Supervisor and 4 FTE Case Managers that will serve from 500 to 1,000 students and families annually. Services are expected to begin by October 2022.

Janea Benton asked if we have been a part of the FACE program in the past, and if Pritika would be driving the indicators of success? Pritika said that CAPK has not been part of the FACE program, and confirmed that she would be leading the effort, with ROMA principles, and assessments for individual children and their families will be completed 3 times a year. The goal is to move the individuals towards level of independence, past the prevention line. Pritika said that the new CRM will track progress if children in the Head Start program attend one of the 4 schools identified.

Marian Panos said this is a huge leap, and said the Head Start program has models that can be used.

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

- g. Cost of Living Adjustment (COLA) for All Employee Wages – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action item for approval and reported that the Office of Head Start (OHS) has approved COLA increase of 2.28% for all program staff. As in past years, CAPK has offered the same COLA rate to the remaining staff, excluding the Chief Executive Officer. COLA increases are factored into the budget annually and with approval, the COLA will be retroactive to March 1, 2022.

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

- h. Medi-Cal Health Enrollment Navigator Project Extension Rebecca Moreno, Director of Community Development – **Action Item**

Rebecca Moreno presented the above action item for approval and summarized the reason for the proposed extension. This program is facilitated by the Friendship House Community Center, 2-1-1, and CES.

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

- i. Head Start Program Option Changes and Budget Revision – Jerry Meade, Assistant Director, Program – **Action Item**

Jerry Meade presented the above action item for approval and provided a summary of the program option changes and budget revision requests, which includes a reduction in the number of classrooms operated and number of staff positions. Other considerations include the decline in enrollment and attendance data. The proposed reductions would allow budgetary adjustments to provide higher wages for staff who provide direct services to children.

Marian Panos asked how the selection was made to close classrooms. Jerry said that staff utilized a lot of data sources, including the Community Needs Assessment, enrollment, and wait list data.

Fred Plane said this is an important issue because it is a change in the way we are doing business. Fred wants to know if there is a mechanism on how slots will be filled. Jerry said this is the first of many steps, and said the Head Start staff is working with leadership to make sure the tools are available to be successful, addressing the wellness needs of staff, and looking at recruitment incentives and other areas to support the retainment of staff to reduce turnover. Jerry also emphasized the need to collaborate with other programs with the County Offices of Education to build workforce across the community.

Fred Plane requested that this item be a regular item on both the Personnel Committee and Budget & Finance Committee, with quarterly reports to the full board that demonstrates the barriers and successes. Fred emphasized that the full Board needs to see results.

Motion was made and seconded to approve staff's recommendation along with the above directive from Fred Plane. Carried by unanimous vote (Benton/Perez).

- j. San Joaquin County Office of Education (SJC OE) Contract Renewal – Jerry Meade, Assistant Director, Program – **Action Item**

Jerry Meade presented the above action item and requested approval to continue the contract with San Joaquin County Office of Education (SJC OE) for the Early Head Start program in San Joaquin County. The funding amount was reduced for this term as a result of enrollment challenges. The contract term runs from July 1, 2022 through June 30, 2023.

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

VII. CAPK Foundation Board Report

- a. CAPK Foundation Board Report – Pritika Ram, Director of Administration – **Action Item**

Pritika Ram presented the above action item for approval and provided an update on the work of the Foundation Board.

VIII. Advisory Board Reports

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

Nila Hogan presented the above action item for approval and reported that the Policy Council items presented at the May 24, 2022 meeting were approved.

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

IX. Chief Executive Officer Report

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

1. COVID-19 Update

Jeremy Tobias provided an update on COVID-19 and reported that a new surge is affecting the community and CAPK. Jeremy reminded the Board that Paula Daoutis will send a poll in the next week to determine the interest of offering a hybrid meeting option in August, with in-person attendance being an option.

Jeremy invited the Board Members to attend a grand opening event at the M Street Navigation Center to launch the new safe parking / safe camping option on Friday, June 3rd.

2. CAPK Response to Arvin Power Outage

Jeremy reported that a lightning storm hit the community of Arvin, with the power out in the area for several days. The CAPK Food Bank stepped in quickly and offered support to the community.

Other updates: Jeremy reported that CAPK was honored to receive the Beautiful Bakersfield Award for Nonprofit of the Year. The event was well attended by the community with several Board Members and staff in attendance. Another employee, Brushay Taylor, who works with the Rental Assistance Program, also won an award as part of the DAT Krew Academy in the Arts and Culture category.

Assemblymember Salas and Eric Arias will be celebrating the installation of a new community free library at the Friendship House on Thursday, June 30th at 9:00 am. All are welcome to attend.

X. Board Member Comments

- Michelle said congratulations to staff on their hard work and commitment to the Agency.

XI. Closed Session

Motion was made and seconded to convene into closed session at 1:45 pm. Carried by unanimous vote (Henderson/Jara-Rangel).

- a. Conference with Labor Negotiators (Gov. Code Section 54957.6.)

Agency designated representatives: Jeremy Tobias, Tracy Webster, Traco Matthews, Lisa McGranahan
Employee Organization: SEIU Local 521

- a. The Board reconvened into Open Session at 2:06 pm.

XII. Closed Session Report

Jeremy Tobias provided the closed session report and said the Board unanimously approved the 3-year contract with the SEIU. Related documents are available to anyone who would like to see a copy.

XIII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, August 24, 2022
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

The meeting was adjourned at 2:08 pm.



DATE July 20, 2022
TIME 12:00 pm
LOCATION Teams Meeting /
5005 Business Park North
Bakersfield, CA 93309
TEAMS LINK [Click here to join the meeting](#)
PHONE NUMBER (213) 204-2374 / ID: 982 609 747#

Executive Committee Minutes

1. Call to Order

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

2. Roll Call

Roll Call was taken with a quorum present.

Present: Fred Plane (Chair), Janea Benton, Maritza Jimenez, Jonathan Mullings, Ana Vigil

Absent: Curtis Floyd

Others present: Traco Matthews, Chief Program Officer; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Gabrielle Alexander, Director of Finance; Catherine Anspach, Director of Development; Freddy Hernandez, Director of Youth & Community Services; Rebecca Moreno, Director of Community Development; Emilio Wagner, Director of Operations

3. Resolution approving Authorization and Verification that the Exemption from Traditional Teleconference Requirements is Necessary Pursuant to Assembly Bill 361 – Pritika Ram, Chief Business Development Officer – Action Item

Pritika Ram presented the above action item for approval.

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

4. Public Comments

No one addressed the Committee.

5. Consent Agenda

Committee Chair Fred Plane asked Members of the Committee, and the public, if they would like to remove any items from the Consent Agenda for further discussion. Fred Plane also said that he and Jeremy Tobias will review all items added to the Consent Agenda going forward.

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

6. New Business

- a. New Service Line: Kern Health Systems CalAIM Incentive Payment Program (IPP) – Rebecca Moreno, Director of Community Development – **Action Item**

Rebecca Moreno presented the above action item for approval and provided a detailed summary of the new CalAIM initiative from the Department of Health Care Services (DHCS), designed to improve the quality of life and health outcomes of MediCal beneficiaries by implementing broad delivery of system, programmatic, and payment system reforms. CAPK’s involvement includes wraparound services to reduce rates of homelessness and recidivism. One of the greatest needs is Case Management to provide services to help sustain housing for individuals receiving MediCal. The following three services are proposed: Housing Transition Navigation Services; Housing Deposits; and Housing Tenancy and Sustaining Services. The annual budget for the program is \$523,502.

Janea Benton questioned staff on a few points and asked if CAPK is currently providing these services. Rebecca confirmed that the CalAIM program is similar to the rental assistance and housing programs and the same model will be used, but intensive Case Management and Coordinated Entry Services (CES) will be added. Rebecca explained that once individuals are identified through the CES process, they will be matched to housing intervention for housing subsidy and staff can bill for case management services. Rebecca emphasized that this new program would provide case management and help guide individuals through the process of maintaining housing. Clients can tend to fall back into bad habits and often need guidance to stay in compliance with the lease requirements. Staff will also connect individuals with emergency vouchers, which does not include case management services.

Janea Benton also asked if the full-time employees (FTE’s) assigned will be new positions or existing staff? Rebecca Moreno said the CES Case Manager is a new position and being created from another funding stream. The IT analyst is a new position, and the other positions are already approved job descriptions, but will need to add staff to support the program.

Janea asked Traco Matthews to comment on how CAPK plans to make this a sustainable funding source and eliminate the gap in services. Traco Matthews said the homeless issue is a state problem, and money is being invested to make sure the needs of the homeless are being met. As long as there is CalAIM funding, it is as sustainable as state funding. Traco said that CAPK was approached, and asked if we were willing to provide services, and knowing it will take some time to build it up to a place where it is sustainable, it is an incredible opportunity for CAPK to serve the needs of the homeless and earn additional funds. This program is designed to be ongoing and sustainable.

Janea Benton asked Pritika Ram to provide an update on the Customer Relations Management (CRM) system being developed. Pritika said the programming staff has been building the system to accommodate interagency referrals to better assist clients that may be receiving transactional services from a different program but will look at them uniquely. Currently the system is designed for internal referrals, but there are plans to build out the referral system externally at a later date.

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

- b. California Department of Public Health Women Infants & Children (WIC) Program Contract #22-10236 – Lorna Speight, WIC Program Administrator – **Action Item**

Lorna Speight presented the above action item for approval and reminded the Committee that the Board approved the funding application in March for the Federal Fiscal Year 2023 to 2025. The three-year agreement, in the amount of \$12,823,741, will begin October 1, 2022, and end September 30, 2025. The contract requirements and scope of work is essentially the same as the current agreement.

Fred Plane asked if the new WIC contract provides an increase for a Cost-of-Living Adjustment (COLA). Lorna said there was no additional funding for a COLA and there was a slight decrease in base funding because of the drop in participation, but there was an increase in breast feeding so the total funding is essentially the same as prior contracts.

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

- c. June 2022 Financial Statements – Tracy Webster, Chief Financial Officer – **Action Item**

Tracy Webster presented the above action for approval and reported that we have not had the need to access the line of credit, and it is important to note because of the needed cashflow for the Food Bank Expansion project. Tracy referenced the Central Kitchen Budget to Actual report and said there are a couple areas of concern given the USDA revenue is at 15.4% and the spending should be at 33.3%. Classroom closures continue to be the reason for the low number of meals served and Head Start will need to submit a budget revision to Region IX. The MCAP program received a significant increase and is at 46.9% of budget and demonstrates that staff is working efficiently, and it is expected that the next contract will also provide for an elevated level of funds. Center based programs should be at 100% earned but have struggled with enrollment and attendance and it appears that the contract year will end with general childcare at 87% of budget. Tracy also presented the Indirect Budget to Actual report and said that the revenue is surplus expenditures by \$121,139 which is 22.0% of the budgeted indirect surplus. Overall expenditures are 27.7% of the budget and is below the target of 33.3% in the 4th month.

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

- d. Update on Community Economic Resiliency Fund (CERF) Application – Pritika Ram, Chief Business Development Officer – **Info Item**

Pritika Ram advised the Committee that this program was authorized by Senate Bill 162 and is an equity centric nontraditional approach to a post pandemic economic recovery that leads to quality jobs and sustaining careers. There are 13 regions in California that have been identified, and Kern County is a stand-alone region. The Kern County College District is listed as the fiscal agent and five organizations are part of a coalition and will serve as Co-Conveners. CAPK has been participating in the application process, and hosting community meetings throughout the county. The final application is due on July 25th. The notice of award is expected in September and a greater understanding of the next steps will be identified at that time. The application is for the Planning Phase, which is roughly \$5 million, and if received, staff will come back to the Board for further review.

- e. Update on Region IX Approval of the Sale of Business Park North and Central Kitchen – Emilio Wagner, Director of Operations – **Info Item**

Emilio Wagner reported that staff received approval from Region IX to proceed with the sale of both the Administrative Office located at 5005 Business Park North, Bakersfield, CA 93309 with 100% NOFI, and the Central Kitchen, located at 3101 Mall View Road, Bakersfield, CA 93306 with 73% NOFI. Directives are included in the letter of approval and staff will follow the guidelines set forth by Region IX and the CAPK Board of Directors and initiate the process of listing both properties for sale. Release of federal interest, once done, can list both buildings for sale. We are also working with the County of Kern to purchase 50% of the building on 18th St. Staff plans to occupy the building around March of 2023 and will list the BPN building as soon as possible. Proceeds from BPN will be deposited into special bank amount and can be used for improvements for the new Central Kitchen location (currently CAPK warehouse). The realtor suggested staff delay listing the Central Kitchen property for sale until the first or second quarter of 2023 as the prior East Hills Mall property is being redeveloped and could bring a better price for the Central Kitchen once the redevelopment plans are made public. However, construction of the new Central Kitchen can begin. Emilio noted that for each process, approvals are required from the Office of Head Start (OHS).

Fred Plane agreed with the strategy to delay the sale of the Central Kitchen due to the new development in the area early next year.

7. Committee Member Comments

- No comments

8. Next Scheduled Meeting

Executive Committee
12:00 pm
Wednesday, December 14, 2022
5005 Business Park North
Bakersfield, CA 93309

9. Adjournment

The meeting was adjourned at 12:48 pm.



MEMORANDUM

To: Executive Committee

From: Rebecca Moreno, Director of Community Development

Date: July 20, 2022

Subject: *Agenda Item 6a*: New Service Line - Kern Health Systems: CalAIM Incentive Payment Program (IPP) – Action Item

INTRODUCTION

CalAIM 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 CalAIM is the introduction of a new menu of “in lieu of services” (ILOS), or Community Supports, which, at the option of a Medi-Cal 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. Under the CalAIM Case Management partnership, CAPK would serve as a Community Support agency providing rental assistance and other supports for clients.

OVERVIEW OF COMMUNITY SUPPORTS

Community Supports are medically appropriate and cost-effective alternatives to services covered under the State Plan. Federal regulations allow for state-permitted Medicaid managed care organizations (Kern Health Systems) to offer Community Supports as an option to Members. Community Supports can substitute for and potentially decrease utilization of a range of covered Medi-Cal benefits, such as hospital care, nursing facility care, and emergency department (ED) usage. In essence, they would serve as upstream services designed to mitigate the need for some Medi-Cal services.

Community Supports are an important part of whole-person care delivery for Members enrolled in Enhanced Care Management (ECM), another CalAIM initiative that will address the clinical and non-clinical needs of high-need, high-cost Medi-Cal Members through systematic coordination of services and comprehensive care management. As such, DHCS encourages MCPs to offer a robust menu of 14 pre-approved Community Supports to comprehensively address the needs of Members – including those with the most significant and complex challenges affecting health such as homelessness, unstable and unsafe housing, food insecurity, and/or other big social needs.

MCPs will have the opportunity to provide details on their elected Community Supports to DHCS as part of their Model of Care (MOC) responses to DHCS. MCPs in all Counties were encouraged to offer one or more of the following Community Supports starting on January 1, 2022:

- Housing Transition Navigation Services
- Housing Deposits;
- Housing Tenancy and Sustaining Services;

CAPK's PROGRAM GOALS

In partnership with Kern Health Systems, CAPK's wraparound services will be designed to reduce rates of homelessness and recidivism. CAPK proposes a multi-modal intervention strategy with complimentary rental assistance and housing tenancy service lines. These services target known risk factors for homelessness and recidivism, including housing instability, unemployment or severe underemployment, and mental health/substance use. The new CAPK service line is based on previous experience (2 years) with our Emergency Solutions Grant (ESG)-CV Rental Assistance program. Housing Navigators will perform Housing Search and Stabilization services by assisting members in their search for housing, completion of rental applications, securing required documentation for housing applications, and provision of rental assistance payments. The Housing Navigators' program goals for members will include reducing housing barriers, preventing homelessness, and connecting individuals to services that promote stable housing. Housing Navigator activities may also consist of the following: Financial Capability Skill Training, Financial Coaching and/or Counseling, Tenants Rights Education, Rental Counseling, Financial Assistance, Housing Plan Development, Landlord Incentives, Landlord Engagement, and/or referrals to other community agencies (i.e. GBLA, KBHRS, CAPK programs, etc.). Clients will be referred to the CalAIM Case Management Program from the existing CES prioritization process.

The annual budget of \$523,502, has been designed to fund .50 of the CES Manager, four (4) FTE CES Housing Navigators, one (1) FTE I&R Specialist, one (1) FTE IT/Data Analyst, and .15 FTE Program Director. The estimated final ratio for case management services will be one FTE per 75 clients served, for a total of 300 clients served by the end of the contract period. The term of the contract is 07/01/2022 through 06/30/2023, with an expected go-live date of 01/01/2023. While case management services will increase over time, the CalAIM IPP funding will cover the start-up costs of hiring, onboarding, and training of new staff.

This agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3, Objective 3.1 to increase housing stability for people experiencing or at risk of homelessness.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Chief Executive Officer to execute the contract for services with Kern Health Systems: CalAIM IPP and allow for the execution for additional documents as needed.

Attachments:

Budget FY 2022-2023

KHS CalAIM IPP Award Letter

Department of Health Care Solutions – Non-Binding ILOS Pricing Guidance



Kern Health Systems: CalAIM Incentive Payment Program (IPP) Application

Part B

Name of organization:	Community Action Partnership of Kern (CAPK)
Prepared by (name, title, phone number(s), and email address):	T. Matthews-CPO; 661-808-4412; tmatthews@capk.org

Section 3: Project Budget

To complete your application please fill out the chart below and relevant tabs to the right.

Area	Funding Request
Funding Area 1 (Delivery System Infrastructure)	
Funding Area 2 (ECM Provider Capacity Building)	
Funding Area 3 (CS Provider Capacity Building)	
Funding Area 4 (Quality Reporting)	\$523,502
TOTAL	\$523,502

Project Budget for Kern Family Health Care

Please include a description of how funds will be spent using the below template:

	Staff Title	% FTE	Funding Area Totals				Other Revenue Sources	In Kind (If Applicable)	Total Funding Request
			Area 1 - Delivery System Infrastructure	Area 2 - ECM Provider Capacity Building	Area 3 - CS Provider Capacity Building	Area 4 - Quality Reporting			
Personnel/Staffing Expenses – (List title and % FTE on project)	Director of Community Development	0.15				\$ 14,075.00		\$14,075	
	Program Manager	0.50				\$ 37,814.00		\$37,814	
	Homeless Navigator	4.00				\$ 162,240.00		\$162,240	
	I & R Specialist	1.00				\$ 33,280.00		\$33,280	
	IT/Data Analyst	1.00				\$ 69,992.00		\$69,992	
	COLA	1.00				\$ 9,522.00		\$9,522	
	Fringe (benefits) 28%	\$91,538				\$ 91,538.00		\$91,538	
Personnel Subtotal:								\$418,461	
Operating Expenses –	Description	Expense Cost							
	Travel	\$8,000						\$8,000	
	Supplies & Furniture (if needed)	\$12,000						\$12,000	
	Computers	\$16,000						\$16,000	
Other (space, comm)	\$21,450						\$21,450		
Expenses Subtotal:								\$57,450	
Other Costs –	Description	Cost							
	Indirect (admin) 10%	\$47,591						\$47,591	

Clarify Other please

									Costs Subtotal:	\$47,591
TOTAL REQUESTED AMOUNT										\$523,502
SAMPLE Project Budget for Kern Family Health Care										
Please include a description of how funds will be spent using the below template:										
Personnel/Staffing Expenses – (List title and % FTE on project)			Funding Area Totals				Other Revenue Sources	In Kind (If Applicable)	Total Funding Request	
	Staff Title	% FTE	Area 1 - Delivery System Infrastructure	Area 2 - ECM Provider Capacity Building	Area 3 - CS Provider Capacity Building	Area 4 - Quality Reporting				
	Director	100.00%	\$100,000			\$50,000			\$150,000	
	MA	50.00%		\$50,000	\$50,000				\$100,000	
	LSW	100.00%			\$75,000				\$75,000	
									Personnel Subtotal:	\$325,000
Operating Expenses –	Description	Expense Cost								
	X	\$10,000								
	Y	\$5,000								
	Z	\$25,000								
									Expenses Subtotal:	\$40,000
Other Costs –	Description	Cost								
	X	\$5,000								
									Costs Subtotal:	\$5,000
TOTAL REQUESTED AMOUNT										\$370,000

Service Line	Midpoint Rate	Client Number	Per Month		
			Encounters (Max)	Encounters (Mid)	Encounters (Low)
1 Housing Transition Navigation Service	386.00	200	\$ 231,600	\$ 154,400	\$ 77,200
3 Housing Tenancy and Sustaining Service	444.00	100	133,200	88,800	44,400
			\$ 364,800	\$ 243,200	\$ 121,600
Annual State Revenue			\$ 4,377,600	\$ 2,918,400	\$ 1,459,200

Revenue

State Revenue	\$ 1,459,200
Total Revenue	1,459,200

Expenses

Salaries	\$ 326,923	
Benefits	91,538	-
Operating Costs	57,450	-
Indirect	47,591	-
Total Expenses	523,502	

Excess (Deficit) Revenue \$ 935,698

CSBG - CES	(17,031)
Indirect - R. Moreno	(130,000)
	\$ 788,667

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) Draft Budget Proposal 07/01/2022-06/30/2023
 CalAIM PSH

SALARIES					
5105	Personnel	FTE	RATE	TOTAL	Justification/Comments
	Program Director	0.15	\$ 45.11	14,074	
	Program Manager	0.50	\$ 36.36	37,814	Annual salary hours: 2080
	Homeless Navigator	4.00	\$ 19.50	162,240	Annual salary hours: 2080
	211 I&R	1.00	\$ 16.00	33,280	
	IT Data Anaylist	1.00	\$ 33.65	69,992	
	<i>Estimated increase (COLA, Merit) @ 3%</i>			9,522	Cost of Living Increase
	<i>Total Personnel</i>	5.65		326,922	
	<i>Fringe Benefits @ 28%</i>			91,538	
	Total Personnel			418,460	
TRAVEL					
6105	Travel			-	
				8,000	local travel (meetings, housing search, lease signing, appointments for voucher)
				-	
				-	
	Total Travel			8,000	
SUPPLIES					
6305	Supplies			6,000	Paper, note pads, folders, etc...(office supplies)
6310	Computer & Peripheral Supplies			16,000	\$2000x2 FTE's
6315	IT Communication Supplies				
6320	Computer Software			6,000	HMIS User Licences
	Total Supplies			28,000	
OTHER OPERATING COSTS					
6205	Space Cost			7,950	
6235	Utilities				
6605	Communication Services			3,000	Mitel
6610	Postage			-	
6615	Printing			-	

6625	Hiring Costs			1,000	New staff recruitment (turnover)
6645	Tuition and Registration Fees - Staff			7,500	
6675	Outreach			-	
6685	Meeting Expenses				
6690	Membership Dues			1,000	BKRHC
6790	Misc Expense			1,000	
	Total Other Operating Expenses			21,450	
9999	10% Indirect Cost			47,592	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.
	TOTAL BUDGET			523,502	



June 27, 2022

Community Action Partnership of Kern
Attn: Traco Matthews
5005 Business Park North,
Bakersfield, CA 93309

Re: Incentive Payment Program 2022-2023

Dear Mr. Matthews,

Kern Health Systems (KHS) received overwhelming interest and responses to the Incentive Payment Program (IPP). The project proposed for the Community Support Services Program – *Housing Deposits, Housing Tenancy and Sustaining Services, and Housing Transition Navigation Services* in Bakersfield, aligns with KHS member needs in that geographic area. Your agency has preliminary approval for this project in the amount of \$523,502.00. KHS will issue a contract in the next few weeks for your approval. ***Please note this contract award is contingent upon final plan approval by the Department of Health Care Services.***

We look forward to our collaborative partnership and developing a stronger network of services for our community. If you have any questions, please feel free to contact Amisha Pannu, Senior Director of Provider Network at (661) 664-5157 or via email at Amisha.Pannu@khs-net.com.

Sincerely,

Emily Duran
Chief Executive Officer

Cc: Rebecca Moreno



Non-Binding ILOS Pricing Guidance

Background: Non-Binding ILOS Pricing Guidance

Background on ILOS

A key feature of California Advancing and Innovating Medi-Cal (CalAIM) is the introduction of a new menu of health-related in lieu of services (ILOS). ILOS are medically appropriate and cost-effective alternatives to services covered under the State Plan^[1] The Department of Health Care Services (DHCS) has pre-approved a list of 14 ILOS that managed care plans (MCPs) are strongly encouraged to offer. MCPs may offer some or all of these ILOS starting on January 1, 2022. Based on California's experience with home and community-based care waivers, the Whole Person Care (WPC) Pilots, stakeholder input, and experiences elsewhere in the nation, these pre-approved ILOS are designed to be highly valuable to Members with some of the most complex health issues, including conditions caused or exacerbated by lack of food, housing or other social drivers of health. Consistent with federal regulations, the pre-approved ILOS are expected to be a cost-effective substitute for covered Medi-Cal benefits, such as hospital care, nursing facility care and emergency department (ED) use. For more detailed information on each of the pre-approved ILOS, see DHCS' Revised CalAIM Proposal, released on January 8, 2021, and the forthcoming ILOS Program Guide, to be posted online at <https://www.dhcs.ca.gov/enhancedcaremanagementandinlieuofservices>.

Purpose of Non-Binding ILOS Pricing Guidance

Overview

The Cal-AIM initiative and, in particular, the introduction of the 14 pre-approved health-related ILOS prompt MCPs to work and contract with a new set of “non-traditional” Providers that offer services and supports that historically have not been well integrated into the health care system. These Providers include, but are not limited to, housing service providers, home modification companies, sobering centers, and organizations that prepare and deliver medically supportive food and nutrition. While many MCPs and ILOS Providers have some experience working together, particularly in WPC Pilot counties, Cal-AIM is designed to encourage and support broader contracting and partnerships throughout the State. In recognition that this requires MCPs and ILOS Providers to engage in new contracting and payment relationships, DHCS has prepared this non-binding ILOS pricing guidance. It offers information on potential rates for each

^[1] 42 CFR 438.3(e)(2).



of the 14 pre-approved ILOS, including midpoint benchmarks, a range around the benchmarks, and a discussion of key cost drivers for MCPs and ILOS Providers to consider as they establish their own contracting and payment arrangements.

Critically, this pricing guidance is designed to serve as a tool to support discussions regarding rates; **it is in no way binding on MCPs or ILOS Providers**. MCPs and ILOS Providers have full flexibility and discretion to agree to ILOS rates that are different from those outlined in this document, particularly because the rates in the pricing guidance are based on data and assumptions that reflect the statewide average cost of inputs. DHCS reserves the right to make modifications to the pricing guidance on an as-needed basis based on experience with the ILOS initiative and its evolution over time.

Variation on Midpoint Prices and Rate Ranges

In collaboration with Mercer, an actuarial firm, the midpoint rates and rate ranges in this pricing guidance were developed by DHCS based on a set of statewide assumptions and data from national and statewide sources; the methodology is described in more detail below. In general, the low, mid and high ends of the ranges reflect use of wage rates at the 25th, 50th and 75th percentiles of the statewide average wage rate for the relevant occupation, as well as caseload assumptions as reported by respondents in a statewide survey. Actual contracted Provider rates still may vary significantly from these illustrative rate ranges, and these ranges should not be interpreted as establishing a ceiling or floor on what may be reasonable for the provision of ILOS. There are many reasons the rate agreed to between an MCP and ILOS Providers could fall outside of the rate range presented in this pricing guidance, including but not limited to:

- **Variation in program structure, staffing ratios and facility size:** The rate ranges and midpoint rate for each of the ILOS were developed based on statewide average data on key assumptions regarding how the service would be operationalized. In practice, Provider structure and staffing intensity, staff availability, and facility sizes could drive changes in caseloads and administrative expenses that would affect pricing even beyond the variation reflected in the rate range.
 - Caseload variation: An ILOS Provider might determine it is necessary to adopt a lower caseload per staff member than was assumed for purposes of the pricing guidance (e.g., if the Medi-Cal beneficiaries expected to

receive the ILOS service have relatively intensive needs). This could result in a higher price, given that the time and costs of the staff member would need to be spread across fewer enrollees.

- Facility size differences: Larger facility sizes could result in lower staffing costs, as a supervisor or other staff may be able to provide care to more enrollees within the same time period in a larger facility than in a smaller one.
- Actual employee-related expenses: The pricing guidance assumes a consistent set of employer-paid taxes and benefits for all direct care workers, supervisors, program specialists, etc. Depending on the actual benefit levels paid by the employer, the benefit costs per employee could result in lower or higher workforce cost considerations and, thus, lower or higher prices.
- Variable program models and expertise: The pricing guidance assumes a “basic model” for all ILOS. Some programs may operate a specialized or intensive model—for example, a recuperative care program, short-term post hospitalization program, or sobering center that operates a specialty behavioral health model may have more costly/intensive staffing and facility costs relative to the “basic model.” Or, similarly, a medically tailored meals/medically supportive food program may include appropriate incremental value added services, and therefore could be more intensive and have higher costs.
- Considerations for other workforce investments over time: Importantly, the [California Master Plan on Aging](#) and [California’s HCBS Spending Plan](#) both recommend and anticipate increasing investments in the Home and Community-Based Services (HCBS) workforce, including training, upskilling and other professional development, which could affect reasonable prices for certain ILOS that rely on this workforce.

Caseload variation example

If a housing navigation coordinator salary is \$5,000 per month and they are providing a service to 35 enrollees within the month, the rate paid for that service per person per month must cover 1/35th of the \$5,000 monthly wage cost—i.e., ~\$143. However, if the direct care worker is able to effectively provide services to only 25 enrollees per month, the rate paid would need to cover 1/25th of the monthly wage cost—i.e., ~\$200.



- **Geographic variation:** The midpoint prices and rate ranges displayed in this pricing guidance are based on average costs across the State of California. However, the costs of key service inputs vary widely by geographic area within the State. In particular, the cost of transportation and the amount of time spent in transit, “brick and mortar” costs, and wage costs can vary markedly by urban versus rural and/or high- versus low-cost areas even beyond what is captured in the rate ranges. As MCP and ILOS Providers consider the implications of this geographic variation on negotiated ILOS service rates, the following resources and examples may offer useful reference points.
 - Labor/wage costs: The Bureau of Labor Statistics (BLS) provides [wage and employee-related expenses data](#) specific to metropolitan statistical areas (MSAs) and non-metropolitan areas within California. These data may be helpful for Providers and MCPs to consider when establishing payment rates. As the main cost driver for all the pre-approved ILOS is direct care wages, this geographic variation in direct care wages may contribute to markedly different rates. The rate ranges presented here capture some of the variation in wage costs by using the 25th and 75th percentile average wage in California for the lower and upper bound of the ranges, but, any given MCP and Provider still may find that the range does not encompass the appropriate wage rate for the ILOS in a particular community.
 - Rent/brick-and-mortar costs: Square footage rental cost research specific to California metropolitan areas are publicly available from sources such as [Colliers](#) and [Avison Young](#); [California's fair market rent \(FMR\) values](#), defined by the Department of Housing and Urban Development (HUD), also are readily available. Research related to rental costs for facility space identified large variability by geography. While this pricing guidance used the statewide average cost of \$4 per square foot for all services with a facility cost (inclusive of rent and utilities), this regional variability in brick-and-mortar costs may lead to the cost of a service falling outside the rate range.
 - Transportation costs: Although there are no national data sources that capture within-state variation in transportation costs, it is important to acknowledge that transportation costs may vary between rural and urban areas due to increased mileage between contacts for services. In some urban areas, transportation costs may be significantly affected by traffic congestion and the amount of time required for transportation.



- **Use of a value-based—rather than a cost-based—payment model:**

- While the prices in this guidance are established using costs of providing the service, it could also be appropriate to reimburse some services based on the value, outcomes or portion of averted costs resulting from the services. In this case, rates may not be paid on a fee-for-service basis, or fees could be constructed differently to account for a broader value-based approach to service offerings.

- **History of payment strategies for WPC Pilots, which may offer in some places and circumstances an existing successful payment structure:** Many of the pre-approved ILOS were provided as part of WPC

Pilots and/or HCBS waivers, which may offer in some places and circumstances an existing successful structure and payment strategy that may be a more natural and appropriate starting place for rate-setting discussions than the midpoint prices and ranges presented here. However, historical WPC Pilot costs may also include some cost drivers (e.g., capacity building) that are not appropriate to include in service rates. These cost drivers may be better addressed outside of the rates used to reimburse for the delivery of a particular service, such as through the funding available under the Enhanced Care Management (ECM)/ILOS performance incentive program.

Rent/brick-and-mortar variation examples

Rental costs for the Inland Empire area are less than \$2.25 per square foot, compared to nearly \$80 per square foot in the San Francisco area, so a 2,000-square-foot space in the Inland Empire area may cost \$4,500 per month compared to \$160,000 in San Francisco. If such a space allowed 15 individuals to receive support for 30 days, the facility cost would be \$10 per individual per day in the Inland Empire compared to nearly \$356 per individual per day in San Francisco.

The statewide average used in this guidance was \$4 per square foot, inclusive of rent and utilities. If this per-square-foot cost was increased to \$20, the assumed service rate and rate range for Short-Term Post Hospitalization Housing, for example, would increase by nearly 66%.

Methodology for Developing Pricing Guidance

DHCS worked with its actuary, Mercer, and partner Manatt to review each ILOS



definition, establish key pricing assumptions, and then develop a rate range and midpoint for each ILOS. As described above, rate ranges and midpoint prices, which were developed using statewide average cost inputs, are subject to geographic variation in the cost of rent, transportation, labor and other cost drivers. Additionally, more intensive or specialized service delivery models may increase costs relative to the “basic approach” that was modeled for this document. Additional resources for reference on the impact of such variation on prices are available above.

To develop the methodology for pricing specific services, DHCS and its partners relied on the following tools:

- **Stakeholder engagement:** DHCS consulted with national, state and local experts—including health care providers and payers, community-based organizations, advocates, and finance experts—through various forums to inform the service definitions, caseload assumptions and other considerations relevant to this pricing guidance. Strategies DHCS employed included:
 - Conducting robust stakeholder engagement to design the list of pre-approved ILOS and refine service descriptions for each ILOS
 - Reviewing stakeholder feedback on the January 8 release of the Revised CalAIM Proposal related to ILOS service definitions
 - Providing regular updates and engagement with MCPs and WPC counties
- **Cost input survey:** DHCS released a structured survey to stakeholders to gather data on pricing drivers for existing service offerings that are similar to ILOS. DHCS received more than 50 responses, which were then compiled and used to inform the development of the midpoint prices and underlying assumptions used in the pricing guidance. Additional detail on survey responses is provided in Appendix A.
- **Review of rate-setting approaches:** Mercer used the Center for Medicare & Medicaid (CMS) guidance on developing rates for HCBS and rate-setting strategies within California and other states to inform its methodology for developing midpoint prices and ranges for the pre-approved services.
- **Other market research on cost inputs:** Mercer reviewed typical costs for key rate inputs, such as salaries, employee-related expenses (EREs) and square footage expenses, from publicly available data sources. Sources include the following:
 - BLS wage and ERE data specific to the State of California for relevant



occupations

- Internal Revenue Service (IRS) data for applicable payroll taxes and mileage reimbursement rates
- Square footage rental costs specific to California metropolitan areas, publicly available from sources such as Colliers and Avison Young
- Social Security Administration for cost-of-living adjustment (COLA) information

When these resources offered rates that varied by region within California, Mercer used the statewide average rate as a representative midpoint approach for guidance purposes. To create the rate ranges, Mercer used the 25th and 75th percentile of statewide wages, as well as caseload assumptions as reported by respondents to the cost input survey. As noted above, individual MCPs and ILOS Providers may want to substitute region-specific rates and/or use other strategies to take into account geographic variation in costs.

- **Benchmark analysis:** Mercer also reviewed payment rates used by Medi-Cal and other California programs that fund similar services for different populations or in different circumstances. Existing payment rates for ILOS-like services covered within the following programs were reviewed in the process of establishing the midpoint rates in the pricing guidance:
 - 1915(c) HCBS Waiver for Californians with Developmental Disabilities
 - 1915(c) Home and Community-Based Alternatives Waiver
 - Meals on Wheels programs across the State

Service Payment Approach and Methodology

For purposes of developing the pricing guidance, DHCS divided the pre-approved ILOS into three major types, each of which requires a different approach to establishing illustrative rates. Table 1 outlines the payment approaches used to develop midpoint prices for each of these three major groups of pre-approved ILOS.

Table 1. Payment Approaches and Methodology for Determining Rates

Payment Approach	Description	Methodology
Bundled Payments (per Person per Month)	Single, distinct payment per Member or case payable each month a person is enrolled with a Provider (regardless of specific level of services or	<ul style="list-style-type: none"> ● Research benchmarks and market data for estimated total cost and utilization of a direct care worker or team providing



(PMPM))	number of interactions provided to that person)	services <ul style="list-style-type: none"> • Divide total cost by caseload to determine PMPM rate
Fee for Service (per Unit of Time, per Meal, etc.)	Single, distinct payment for a discrete good or defined length of time (e.g., per hour, per diem) or other unit (e.g., per meal)	<ul style="list-style-type: none"> • Research benchmarks and market standards for estimated cost and utilization where available • For services without benchmarks, calculate total cost of providing service based on various inputs (e.g., length of interaction, labor costs, staffing ratios)
Cost-Based Reimbursement Up to a Cap	A cap on the total amount of services/goods that will be reimbursed for a specified service or set of services	<ul style="list-style-type: none"> • Reflect a reasonable cap that meets policy objectives

Service Pricing Inputs for Rate Build-Ups

Where the pricing methodology relied on building up a rate based on estimated market costs (i.e., bundled and fee-for-service rates), DHCS and Mercer used one or more of the following inputs. Not all inputs were relevant for all services. Note that the key assumptions are outlined in the service-specific sections below. These assumptions are based on research and not intended to serve as State-required minimums or maximums for purposes of service delivery.

- **Labor:** Statewide average wages based generally on 25th-to-75th-percentile wages and EREs, according to BLS data for California
 - Wages for all assumed staff varied by anticipated occupation type for each service. These wages are summarized in each service section below.
 - The following ERE assumptions were used across all priced services unless noted otherwise:
 - Federal Insurance Contributions Act (FICA): 7.65% of wages
 - Federal Unemployment Tax Act (FUTA)/State Unemployment Tax Act (SUTA): \$280 per year



- Retirement and workers' compensation: 4.45% of wages
 - Long Term Disability (LTD)/Short Term Disability (STD)/life insurance: 0.35% of wages
 - Employer-paid health care: \$498 per employee per month
 - Mileage reimbursement rate: \$0.56 per mile
- **Staffing ratios:** Caseload estimates based on market research and survey responses
 - **Non-billable personnel time:** Time spent on paid time off, training, travel and documentation time
 - **Transportation:** Time and mileage for service providers, where appropriate
 - **Program supplies:** Cost of program materials (e.g., food) and other supplies/facility expenses (e.g., rent for facility-based services)
 - **Indirect costs:** Administrative staff costs and overhead allocations

Summary of ILOS Pricing Guidance Components

This document includes the service name, unit of service, a rate range and corresponding midpoint service rate, a high-level service definition, and eligibility criteria for each ILOS. Full service definitions available in [Appendix J in the Revised CalAIM Proposal provide](#) additional detail on each pre-approved ILOS, including eligibility criteria. This guidance document also describes the major “cost drivers” that help determine the midpoint service rate and ranges.

Service-specific pricing guidance: For each of the 14 pre-approved ILOS, this document provides:

- **High-level service description and eligibility criteria:** Summary of what the service is and who is eligible to receive it.
- **Midpoint service rate:** An average midpoint rate based on a set of assumptions that drive service costs (as detailed below). Midpoint rates are non-binding and do not reflect a service rate floor or ceiling. Rather, midpoint rates represent one data point that MCPs and ILOS Providers can reference when negotiating service rates for the provision of ILOS. Some ILOS are subject to a limit or “cap” on the total amount that may be spent per Member on that particular service (e.g., Environmental Modifications) as defined by the ILOS service definitions. These capped amounts are referenced in the pricing guidance where applicable.



- **Rate range:** In addition to the average midpoint rate, this document also provides a range of rates to consider. These ranges are based on the 25th-to-75th percentile statewide BLS wage data research, and where appropriate, on caseload ranges provided via the cost input survey. Actual contracted Provider rates may vary significantly from these illustrative rate ranges, and they should not be interpreted as a ceiling or floor on reasonable prices. In particular, these statewide average data points do not reflect full regional variability in wages, nor regional variability in brick-and-mortar or transportation costs. As a result, it may be important to consider prices outside of the ranges presented here.
- **Pricing unit and Healthcare Common Procedure Coding System (HCPCS) codes:** Proposal for how the service could be paid for (e.g., PMPM payment, reimbursement up to a cap) and the HCPCS codes associated with each service that will be used to generate encounters. Notably, HCPCS codes may differ from how an ILOS is billed.
- **Direct cost drivers and assumptions:** Summary of assumptions made on key components of cost that generated the midpoint ILOS service rate. Cost drivers include:
 - Frequency (if applicable): How often a service is provided to the Member (will not be applicable for some ILOS)
 - Duration (if applicable): How long a service lasts (will not be applicable for some ILOS)
 - Setting: Where the ILOS is provided to a Member (e.g., in a home, in an office setting)
 - Provider staffing (qualifications, salaries, caseloads): Who is providing the ILOS, what their qualifications are, and what the caseload or the ratio of staff to Members served is
 - Other pricing inputs: Other relevant drivers of pricing (e.g., transportation-related time and mileage for service providers, as appropriate)
 - Relevant benchmarks (if applicable): Other similar services provided in other programs/initiatives that helped inform the midpoint pricing of this service

Across all pre-approved ILOS, DHCS also considered the indirect costs that affect pricing rates, including administrative staff costs, overhead allocations, non-billable personnel time (e.g., training, time spent on paid time off) and



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program supplies. Indirect costs were based on review of the administrative considerations within other programs in California and generally accepted CMS limits. Broader capacity-building funding (such as IT investments) are not reflected in these rates but could be supported through other funding streams such as performance incentives.

Summary table of midpoint ILOS service rates and pricing units: The guidance document includes a summary table with each of the ILOS, their rate ranges, midpoint service rates and unit of pricing.



1. Housing Transition Navigation Service

High-level pricing approach: The pricing considers a housing care manager with a college degree providing services face-to-face in an office as well as in the community and via phone/other technology to a midpoint caseload of 1:35 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:50 individuals concurrently. Pricing also includes 1 housing specialist per 6 housing care managers and 1 supervisor per 10 housing care managers. The caseloads also reflect time spent on behalf of enrollees, such as coordination with landlords or housing research.

Service Rate

Midpoint Service Rate	\$386
Rate Range	\$324–\$449
Unit of Service	PMPM
HCPCS Billing Code	H0043, H2016 (Modifier U6 for both)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As needed
Duration (if applicable)	As needed
Setting	In-Person/Telephone/Video
Provider Staffing Qualifications and Hourly Salaries	Housing Care Manager (bachelor's degree or higher): \$34.62 Supervisor (bachelor's degree or higher): \$37.42 Housing Specialist (high school diploma or higher): \$34.29
Staffing Ratio/Caseload	1 Housing Care Manager: 20 to 50 Enrollees 1 Supervisor: 10 Housing Care Managers 1 Housing Specialist: 6 Housing Care Managers



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Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, paid time off (PTO) 25 days/year Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: <ul style="list-style-type: none">• Housing Access Services per hour: \$65.00



2. Housing Deposits

High-level pricing approach: MCPs and Providers may want to consider California’s FMR values defined by HUD (<https://www.huduser.gov/portal/datasets/fmr.html>) when establishing appropriate payment levels for this service. Per the service definition, both first and last month’s rent could be considered under this service, as well as utility setup fees and goods and services needed for the individual’s initial move-in. Therefore, the following payment structure may be considered:

- Two times the FMR value as established under HUD, which would represent first and last month’s rent + \$1,000 for discrete moving costs/initial utilities¹

Service Rate

Service Rate	\$5,000 recommended maximum
Unit of Service	Recommended maximum
HCPCS Billing Code	H0044 (U2 Modifier)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per lifetime
Duration (if applicable)	Until \$5,000 recommended maximum is reached
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	N/A
Staffing Ratio/Caseload	N/A

¹ HUD’s Housing Choice Voucher program also uses a 90% to 110% of the FMR to determine rental payment standards. The user of the voucher must also contribute 30% of the costs towards the voucher.

https://www.hud.gov/sites/dfiles/PIH/documents/HCV_Guidebook_Payment_Standards.pdf



Other Pricing Inputs	N/A
Relevant Benchmarks (if applicable)	Consistent with HCBS waiver limits

3. Housing Tenancy and Sustaining Service

High-level pricing approach: The pricing considers a housing care manager with a college degree providing services face-to-face in an office as well as in the community and via phone/other technology to a total caseload of 25 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:30 individuals concurrently. Pricing also includes 1 supervisor per 10 housing care managers. The caseloads also reflect time spent on behalf of enrollees when not directly engaging with them, such as coordination with landlords or housing research.

Service Rate

Midpoint Service Rate	\$444
Rate Range	\$413–\$475
Unit of Service	PMPM
HCPCS Billing Code	T2040, T2041 (Modifier U6 for both)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As needed
Duration (if applicable)	As needed
Setting	In-Person/Telephone/Video
Provider Staffing Qualifications and Hourly Salaries	Housing Care Manager (bachelor's degree or higher): \$34.62 Supervisor (bachelor's degree or higher): \$37.42
Staffing Ratio/Caseload	1 Housing Care Manager: 20 to 30 Enrollees 1 Supervisor: 10 Housing Care Managers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year



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	Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	



4. Short-Term Post-Hospitalization Housing

High-level pricing approach: The pricing considers a direct care worker available 24 hours per day who provides monitoring/support to a facility of 15 to 30 beds. The pricing includes a supervisor in a 1:10 staffing ratio and additional support professionals as needed (e.g., staff on call to address behavioral health needs). The pricing also considers square footage costs and utility costs for a Provider-maintained facility along with food costs for the residents. Costs for Medicaid covered services (e.g., pharmacy costs) are excluded from the pricing guidance for this service.

Based on the survey information and Provider feedback, alternative service locations, with similar levels of on-site care, are allowable settings for short-term post-hospitalization housing, which would influence the service costs. Additionally, as discussed in a prior section, the size of the facility and number of assumed beds per direct care worker impact total rate levels, where larger facilities tend to lower the rate.

DHCS acknowledges that variation in staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some short-term post-hospitalization programs may operate a specialized or intensive model (e.g., a program focused on addressing opioid addiction) with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model (e.g., on call clinical staff instead of onsite clinical staff) and so may have lower staff/facility costs relative to those modeled below.

Service Rate

Midpoint Service Rate	\$108
Rate Range	\$97–\$119
Unit of Service	Per Diem
HCPCS Billing Code	H0044 (Modifier U3)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per lifetime
Duration (if applicable)	Not to exceed a duration of six months



Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (high school diploma or higher with training/certification): \$22.43 Psychiatric Professional (bachelor's degree or higher): \$30.77 Supervisor (bachelor's degree or higher): \$37.42
Staffing Ratio/Caseload	1 Direct Care Worker: 15 to 30 Residents 1 Psychiatric Professional: 6 Direct Care Workers 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Indirect Expenses: 5% program costs, 10% administration Facility Costs and Utilities: 100 square feet per enrollee and 400 square feet in common/staff space at \$4.00 per square foot Daily Food and Supply Costs: \$25 per day per resident
Relevant Benchmarks (if applicable)	



5. Recuperative Care (Medical Respite)

High-level pricing approach: The recuperative care service is more medical and intensive than the short-term post-hospitalization service; thus, the pricing assumes more highly trained staff and the need for lower caseloads. The pricing considers medically trained direct care workers providing 24 hours per day of monitoring/support to a facility of 10 to 20 beds. The pricing also includes a supervisor in a 1:10 staffing ratio and an available psychiatric professional. The pricing considers square footage costs and utility costs for a Provider-maintained facility along with food costs for the residents. Costs for Medicaid covered services (e.g., pharmacy costs) are excluded from the pricing guidance for this service. Additionally, as discussed in a prior section, the size of the facility and assumed beds per direct care worker impact total rate levels, where larger facilities tend to lower the modeled rate. DHCS also acknowledges that variation in staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some recuperative care programs may operate a specialized or intensive model with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model (e.g., on call clinical staff instead of onsite clinical staff) and so may have lower staff/facility costs relative to those modeled below. **Service Rate**

Midpoint Service Rate	\$204
Rate Range	\$181–\$226
Unit of Service	Per Diem
HCPCS Billing Code	T1002, T2033 (Modifier U6 for both)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	No more than 90 days in continuous duration
Setting	In-Person



Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (bachelor's degree or higher): \$44.55 Psychiatric Professional (bachelor's degree or higher): \$30.77 Supervisor (bachelor's degree or higher): \$47.84
Staffing Ratio/Caseload	1 Direct Care Worker: 10 to 20 Residents 1 Psychiatric Professional: 4 Direct Care Workers 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Indirect Expenses: 5% program costs, 10% administration Facility Costs and Utilities: 100 square feet per enrollee and 400 square feet in common/staff space at \$4.00 per square foot Daily Food and Supply Costs: \$25 per day per resident
Relevant Benchmarks (if applicable)	



6. Respite Services

High-level pricing approach: This service provides short-term relief to an enrollee’s usual caregiver on an as-needed basis. Respite services are non-medical and may be provided within the enrollee’s home or in a facility setting. Pricing assumes use of an agency model, and as such, assumes a supervisor at a ratio of 1 to 10 direct care workers and also includes consideration for all EREs and benefits (e.g., employer-paid health care, retirement, disability insurance) for the direct care worker and supervisor, administrative cost considerations, and a travel allowance of 30 miles per day for the direct care worker. Facility-based respite in an institutional setting may lead to total rate and cost variability compared to these assumptions. Additionally, this service is well established in California’s Medicaid program, so other comparable programs may serve as benchmarks in determining appropriate funding levels.

Service Rate

Midpoint Service Rate	\$33
Rate Range	\$29–\$38
Unit of Service	Hourly
HCPCS Billing Codes	H0045, S5151, S9125

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As needed
Duration (if applicable)	As needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (High School diploma/on-the-job training): \$15 Supervisor (HS Diploma or higher): \$21.95



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Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Staffing Ratio/Caseload	1 Direct Care Worker: 1 Enrollee 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration All standard ERE components included
Relevant Benchmarks (if applicable)	1915(c) Home and Community-Based Alternatives Waiver: Home Respite: \$5.91 per 15-minute unit



7. Day Habilitation Programs

High-level pricing approach: The pricing considers a high school-educated direct care worker employed by a Day Habilitation Provider or agency delivering this service face-to-face in the community to 6 individuals concurrently. Pricing also includes 1 supervisor per 10 direct care workers. The per diem rate assumes 8 hours of continuous service being provided. As discussed in a prior section, payment for smaller group sizes (i.e., less than 6) and training/certification may require higher payment rates than illustrated. Additionally, daily rates with shorter assumed durations than 8 hours may require lower payment rates than illustrated.

Service Rate

Midpoint Service Rate	\$56 per day	\$7 per hour
Rate Range	\$46–\$67	\$6–\$8
Unit of Service	Per Diem	hourly
HCPCS Billing Code	T2012, T2014, T2018, T2020, H2014, H2024, H2026 (Modifier U6 for all)	

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (HS Diploma/On-the-Job Training): \$21.95 Supervisor (HS Diploma/On-the-Job Training): \$24.21
Staffing Ratio/Caseload	1 Direct Care Worker: 6 Enrollees 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year



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Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
	Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: <ul style="list-style-type: none"> • Community-based Day Program per diem: \$64.05



8. Nursing Facility Transition/Diversion to Assisted Living Facilities, Such as Residential Care Facilities for Elderly and Adult Residential Facilities

High-level pricing approach: This service has two components: transition services to the Assisted Living Facility, and other services provided in the facility as needed to meet Member needs on an ongoing basis. These components are priced separately below, but could be combined in a single rate as appropriate.

The pricing for the transition services below considers a social worker with a college degree working as a care manager providing transition education and support services face-to-face in the community and via phone/other technology to a total caseload of 25 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:30 individuals concurrently. Pricing also includes one supervisor (nurse) per 10 care managers.

The pricing for the ongoing services is separately noted below in the “Ongoing Support for ADLs/IADLs” column of the table. These ongoing activities should be consistent with the service definition, and as such can include assistance with Activities of Daily Living (ADLs) and Instrumental ADLs (IADLs) as needed, companion services, medication oversight, and therapeutic social and recreational programming provided in a home-like environment. Note that the service definition also anticipates 24-hour on-site staff will be available to meet unpredictable needs in a way that promotes maximum dignity and independence, and to provide supervision, safety, and security, and pricing should be consistent with these requirements. Ongoing activities may also include coordination with the Medi-Cal managed care plan to ensure that the needs of Members who need enhanced services to be safely and stably housed in RCFE/ARF settings have in lieu of services and/or enhanced care management services that provide the necessary enhanced services. Room and board expenses are not included in the service definition or the pricing below. The hourly rate below for ongoing support services, which assumes an agency-based model and was developed using the same assumptions and methodology as the respite services midpoint price, is illustrative and may support MCPs and ILOS providers in determining reasonable reimbursement for this ongoing assistance, but it is not binding. MCPs and ILOS Providers are permitted to utilize different payment approaches to cover the ongoing services described above (i.e., not an hourly rate) that meet the unique needs of their localities. Other payment approaches may include, for example, PMPM or per diem payments. The Assisted Living Waiver [rate schedule](#) may also be a relevant benchmark for ongoing services.



Service Rate

Service Component	Nursing Facility Transition/Diversion (PMPM)	Ongoing Support Services (hourly)
Midpoint Service Rate	\$459	\$33
Rate Range	\$422–\$496	\$29–\$38
Unit of Service	PMPM	Per Hour
HCPCS Billing Code	T2038 (Modifier U4)	N/A

Cost Drivers and Assumptions: Nursing Facility Transition PMPM

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	Primarily In-Person; some services may be completed via telephone
Provider Staffing Qualifications and Hourly Salaries	Care Manager (bachelor’s degree or higher): \$36.51 Supervisor (nurse): \$44.55
Staffing Ratio/Caseload	1 Care Manager: 20 to 30 Enrollees 1 Supervisor: 10 Care Managers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration
Relevant Benchmarks (if applicable)	



Cost Drivers and Assumptions: Ongoing Support Services

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (HS Diploma/On-the-Job Training): \$15 Supervisor (HS Diploma or higher): \$21.95
Staffing Ratio/Caseload	1 Direct Care Worker: 1 Enrollee 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration All Standard ERE components included. Consideration for ERE and indirect expenses varies widely by county.
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: <ul style="list-style-type: none"> • Homemaker: \$16.71 per hour unit • Home Health Aide: \$23.63 per hour unit The Assisted Living Waiver rate schedule may also be a relevant benchmark for ongoing services.



9. Community Transition Services/Nursing Facility Transition to a Home

High-level pricing approach: The pricing considers a social worker with a college degree working as a care manager providing transition education and support services face-to-face in the home and via phone/other technology to a total caseload of 25 individuals concurrently. The caseload range in the available research and based on stakeholder input varies from 1:20 to 1:30 individuals concurrently. Pricing also includes 1 supervisor (nurse) per 10 care managers.

Service Rate

Midpoint Service Rate	\$459
Rate Range	\$422–\$496
Unit of Service	PMPM
HCPCS Billing Code	T2038 (Modifier U5)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	Lifetime maximum of \$7,500 (consistent with caps available under HCBS programs)
Setting	In-Person/Telephone
Provider Staffing Qualifications and Hourly Salaries	Care Manager (bachelor’s degree or higher): \$36.51 Supervisor (nurse): \$44.55
Staffing Ratio/Caseload	1 Care Manager: 20 to 30 Enrollees 1 Supervisor: 10 Care Managers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 10 miles/day Indirect Expenses: 5% program costs, 10% administration



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Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Relevant Benchmarks (if applicable)	



10. Environmental Accessibility Adaptations (Home Modifications)

High-level pricing approach: The cap for this service is aligned with current spending caps in place within California’s HCBS waiver programs to promote consistency between programs and services and in preparation for offering successful ILOS as a statewide benefit in future years. Note that there is a requirement within the service definition that at least two bids from appropriate Providers must be obtained for each requested service or set of services.

Service Rate

Service Rate	\$7,500 Cap
Unit of Service	Cap
HCPCS Billing Code	S5165 (Modifier U6)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per Lifetime
Duration (if applicable)	Lifetime maximum of \$7,500 (consistent with caps available under HCBS programs)
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	N/A
Staffing Ratio/Caseload	N/A
Other Pricing Inputs	Service definition notes a requirement of at least two bids from appropriate Providers of the requested service
Relevant Benchmarks (if applicable)	Consistent with HCBS waiver limits



11. Medically Tailored Meals/Medically Supportive Food

High-level pricing approach: The pricing considers weekly food costs per the United States Department of Agriculture (USDA) and the average delivery costs associated with transporting meals and/or food boxes in the U.S. The nutritional assessment assumes a one-hour session provided to only one person at a time from a registered dietician. Consistent with the service definition, the nutritional assessment should be based on evidence-based nutritional practice guidelines to address medical diagnoses, symptoms, allergies, medication management, and side effects to ensure the best possible nutrition-related health outcomes. The nutritional assessment will inform the ongoing menu-planning for the Member.

DHCS acknowledges that variation in program designs and staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some medically tailored meals/medically supportive food programs may include appropriate incremental value added services that offer a more specialized or intensive model, with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model and so may have lower staff/facility costs relative to those modeled below.

Service Rate

Midpoint Service Rate	\$9.50	\$66	\$41
Rate Range	\$7–\$12	\$52–\$81	\$33–\$49
Unit of Service	Per Delivered Meal	Per Weekly Grocery Box Delivered	Per Nutritional Assessment
HCPCS Billing Code	S5170 (Modifier U6)	S9977 (Modifier U6)	S9470 (Modifier U6)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Up to 3 delivered meals per day/delivered groceries for up to 3 meals per day
Duration (if applicable)	As needed for up to 12 weeks



Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	Dietician (associate degree or higher): \$29.34
Staffing Ratio/Caseload	One Hour Nutritional Assessment Per 12 weeks
Other Pricing Inputs	Food Costs: \$58.40 per week for food box (based on USDA weekly food costs) Delivery: \$7.50 per weekly box Pricing also considers administrative costs associated with ongoing meal planning
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities: <ul style="list-style-type: none"> Nutritional Consultation per hour: \$42.50 Meals on Wheels West Los Angeles <ul style="list-style-type: none"> \$7.00 per meal Mom's Meals (https://www.momsmeals.com/our-food/how-it-works/): <ul style="list-style-type: none"> \$6.99 per meal



12. Sobering Centers

High-level pricing approach: The pricing considers around-the-clock support from a team of staff in various staffing ratios (see Provider staffing and qualifications section of the table below). The pricing assumes this team would staff a facility size of 12 to 16 beds and also considers square footage costs for a Provider-maintained facility and food costs for the residents. Costs for Medicaid covered services (e.g., pharmacy costs) are excluded from the pricing guidance for this service. Additionally, as discussed in a prior section, the size of the facility and assumed beds per direct care worker impact total rate levels, where larger facilities tend to lower the modeled rate.

DHCS acknowledges that variation in staffing models from the assumptions below are possible, resulting in different costs and therefore prices. For example, some sobering centers may operate a specialized or intensive model (e.g., a sobering center focused on addressing behavioral health crises) with higher staff and facility costs relative to those modeled below, while others may utilize a less intensive staffing model (e.g., on call clinical staff instead of onsite clinical staff) and so may have lower staff/facility costs relative to those modeled below.

Service Rate

Midpoint Service Rate	\$170
Rate Range	\$154–\$186
Unit of Service	Per Diem
HCPCS Billing Code	H0014 (Modifier U6)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (bachelor's degree or higher): \$29.47



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	<p>Licensed Practical Nurse (bachelor's degree or higher): \$30.85</p> <p>Supervisor (bachelor's degree or higher): \$37.42</p>
Staffing Ratio/Caseload	<p>1 Direct Care Worker: 12 to 16 Enrollees</p> <p>1 Licensed Practical Nurse: 3 Direct Care Workers</p> <p>1 Supervisor: 10 Direct Care Workers</p>
Other Pricing Inputs	<p>Non-Billable Time: Training 40 hours/year, PTO 25 days/year</p> <p>Indirect Expenses: 5% program costs, 10% administration</p> <p>Facility Costs and Utilities: 100 square feet per enrollee and 400 square feet in common/staff space at \$4.00 per square foot</p> <p>Daily Food and Supply Costs: \$25 per day per resident</p>
Relevant Benchmarks (if applicable)	



13. Personal Care Services

High-Level Pricing Approach: The pricing considers a high school-educated direct care worker or a direct care worker with on-the-job training providing one-on-one assistance with activities of daily living in the enrollee’s home or in the community. Different training/certification expectations will affect the pricing. The pricing is for an agency model which assumes a supervisor at a ratio of 1 to 10 direct care workers, and also includes consideration for all employee-related expenses and benefits (e.g., employer-paid healthcare, retirement, disability insurance) for the direct care worker and supervisor, agency administrative cost considerations, and a travel allowance of 30 miles per day for the direct care worker.

Service Rate:

Mid-Point Service Rate	\$33
Rate Range	\$29 - \$38
Unit of Service	Hourly – Agency Model
HCPCS Billing Code	S5130, T1019

Cost Drivers and Assumptions:

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	As Needed
Duration (if applicable)	As Needed
Setting	In-Person
Provider Staffing Qualifications and Hourly Salaries	Direct Care Worker (HS Diploma/On-the-Job Training): \$15 Supervisor (HS Diploma or higher): \$21.95
Staffing Ratio / Case Load	1 Direct Care Worker: 1 Enrollee 1 Supervisor: 10 Direct Care Workers
Other Pricing Inputs	Non-Billable Time: Training 40 hours/year, PTO 25 days/year Transportation: 30 miles/day Indirect Expenses: 5% program costs, 10% administration All Standard ERE components included
Relevant Benchmarks (if applicable)	1915(c) HCBS Waiver for Californians with Developmental Disabilities:



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Department of Health Care Services



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	<ul style="list-style-type: none">• Homemaker \$16.71 per hour unit• Home Health Aide \$23.63 per hour unit Department of Social Services In-Home Supportive Services Program https://www.cdss.ca.gov/inforesources/ihss : <ul style="list-style-type: none">• Rates differ by county, but the average rate is \$14.64 prior to any consideration for ERE or indirect expenses• Consideration for ERE and indirect expenses varies widely by county
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14. Asthma Remediation

High-level pricing approach: The cap for this service is aligned with current spending caps in place within California’s HCBS waiver programs to promote consistency between programs and services and in preparation for offering successful ILOS as a statewide benefit in future years.

Service Rate

Service Rate	\$7,500 Cap
Unit of Service	Cap
HCPCS Billing Code	S5165 (Modifier U5)

Cost Drivers and Assumptions

Assumptions Informing Midpoint Price	
Cost Drivers	Assumptions
Frequency (if applicable)	Once per Lifetime
Duration (if applicable)	Lifetime maximum of \$7,500 (consistent with caps available under HCBS programs)
Setting	N/A
Provider Staffing Qualifications and Hourly Salaries	N/A
Staffing Ratio/Caseload	N/A
Other Pricing Inputs	N/A
Relevant Benchmarks (if applicable)	Consistent with HCBS waiver limits



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Summary of Non-Binding Midpoint Pilot Service Rates and Ranges

Note: ILOS Pricing Guidance is in no way binding on MCPs or ILOS Providers. MCPs and ILOS Providers have full flexibility and discretion to agree to ILOS rates that are different than those outlined in the table, and in some circumstances, it may be appropriate to select a price outside of the range. Rate ranges and midpoint prices were developed using statewide average cost inputs, and may not fully capture geographic variation in the cost of rent, transportation, labor, and other cost drivers.

#	Service Name	Unit of Service	Midpoint Rate	Rate Range
1	Housing Transition Navigation Services	PMPM	\$386	\$324–\$449
2	Housing Deposits	Recommended Maximum	\$5,000	N/A
3	Housing Tenancy and Sustaining Service	PMPM	\$444	\$413–\$475
4	Short-Term Post-Hospitalization Housing	Per Diem	\$108	\$97–\$119
5	Recuperative Care (Medical Respite)	Per Diem	\$204	\$181–\$226
6	Respite Services (assumes agency model)	Hourly	Agency Model: \$33	Agency: \$29–\$38
7	Day Habilitation Programs	Hourly Per Diem	\$7 Per Hour \$56 Per Day	\$6–\$8 Per Hour \$46–\$67 Per Day
8	Nursing Facility Transition/Diversion to Assisted Living Facilities, such as	PMPM for Nursing Facility Transition	\$459	\$422–\$496



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#	Service Name	Unit of Service	Midpoint Rate	Rate Range
	Residential Care Facilities for Elderly and Adult Residential Facilities	Per Hour for Ongoing Support Services	Agency Model: \$33	Agency: \$29–\$38
9	Community Transition Services/Nursing Facility Transition to a Home	PMPM	\$459	\$422–\$496
10	Environmental Accessibility Adaptations (Home Modifications)	Cap	\$7,500	N/A
11	Medically Tailored Meals/Medically Supportive Food	Per Meal Per Weekly Grocery Box Per Nutritional Consultation	\$9.50 Per Meal \$66 Per Grocery Box \$41 Per Consultation	\$7–\$12 Per Meal \$52–\$81 Per Grocery Box \$33–\$49 Per Consultation
12	Sobering Centers	Per Diem	\$170	\$154–\$186
13	Personal Care and Homemaker Services	Hourly	Agency Model: \$33	Agency: \$29 - \$38
14	Asthma Remediation	Cap	\$7,500	N/A

Appendix A: Findings From Targeted ILOS Survey

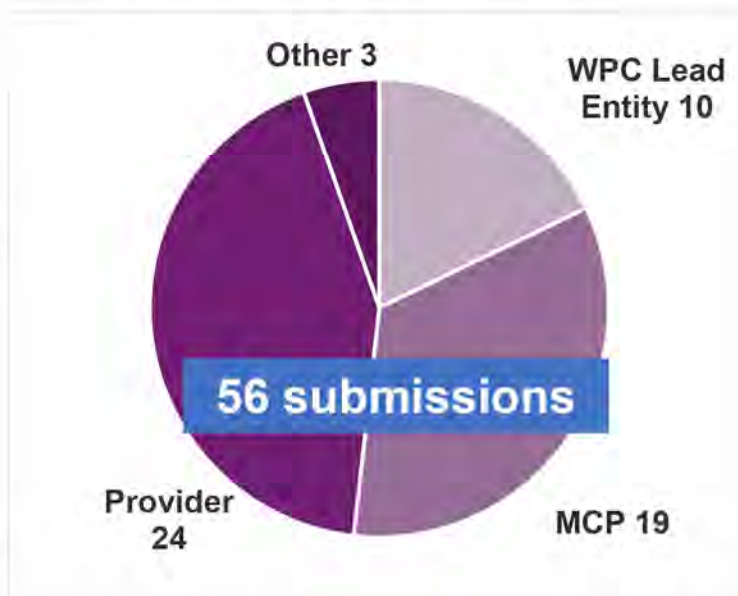
DHCS conducted a targeted survey in April 2021 to build on robust stakeholder engagement conducted to date and to support DHCS in conducting the following:

- Learn about existing service offerings that are similar to ILOS; and
- Solicit information from stakeholders on pricing information to assist DHCS in developing an ILOS pricing approach.

Fifty-six entities submitted survey responses, including:

- Managed care plans (MCPs)
- Providers of ILOS-like services/Community Based Organizations
- Whole Person Care Pilot Lead Entities

Survey Respondents



- *WPC Lead Entity includes submissions of a separate survey format.*
- *MCP includes Kaiser HealthPlan (which tagged itself as "MCP and Other").*
- *Provider includes CBOs and "Other Providers of ILOS-like Services."*



MEMORANDUM

To: Executive Committee
Lorna Speight

From: Lorna Speight, WIC Program Administrator

Date: July 20, 2022

Subject: *Agenda Item 6b:* California Department of Public Health's Women Infants and Children (WIC) Program Contract #22-10236 - **Action Item**

On March 23, 2022, the Board approved the submission of the funding application for the Women, Infant and Children's Program for the FFY 2023-2025. The funding application was submitted on April 19, 2022, and on June 30, 2022, we received the completed agreement for review and signature with a request to return date of July 17, 2022.

CAPK's current three-year Contract Agreement with CDPH will conclude on September 30, 2022. The new agreement is for a three-year term beginning October 1, 2022 and ending September 30, 2025. The maximum amount of this agreement is \$12,823,741 (\$4,277,247 year 1, \$4,273,247 year 2, and \$4,273,247 year 3). Contract requirements and scope of work are essentially the same as in the prior agreement.

The funding from this contract will allow CAPK to continue to offer WIC services to eligible residents in Kern and parts of San Bernardino County and help support CAPK's Goal 1, of the Strategic Plan in addressing barriers to obtaining nutritious food and improving the lives of the families we serve.

Recommendation

Staff recommends the Board authorize the Chief Executive Officer to execute the California Department of Public Health's Women Infants and Children Program contract (#22-10236) and any contract amendments that occur during the contract period.

Attachment:
WIC Contract #22-10236

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-10236

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Community Action Partnership of Kern

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

\$12,823,741.00 Twelve Million Eight Hundred Twenty-Three Thousand Forty-One Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	20
Attachment I	Statement of Work, Services to be Performed	10
Exhibit B	Budget Detail and Payment Provisions	4
+ - Attachment I	Budget Detail	1
+ - Attachment II	Facility Costs	1
+ - Exhibit C *	General Terms and Conditions	GTC
+ - Exhibit D	Special Terms and Conditions	18
+ - Exhibit E	Additional Provisions	7
+ - Exhibit F	Federal Terms and Conditions	8
+ - Exhibit G	Information Privacy and Security Requirements	13
+ - Exhibit H	Contract Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Community Action Partnership of Kern

CONTRACTOR BUSINESS ADDRESS

5005 Business Park North

CITY

Bakersfield

STATE

CA

ZIP

93309

PRINTED NAME OF PERSON SIGNING

Jeremy T. Tobias

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 4265-2210236

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-10236	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.
- C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CFDA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

- A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Kern County, Tulare County, San Bernardino County, and Los Angeles County, including the cities of Buttonwillow, Shafter, Bakersfield, Arvin, Caliente, Frazier Park, Keene, Lamont, Edwards AFB, Lancaster, Mojave, Rosamond, California City, Tehachapi, Ridgecrest, Inyokern, Trona, Wasco, Lost Hills, McKittrick, Lancaster, Blackwells Corner, Delano, Pixley, Earlimart, Richgrove, Boron, Apple Valley, Victorville, Phelan, Big Bear City, Big Bear Lake, Sugar Loaf, Crestline, Cedar Glen, Lake Arrowhead, Twin Peaks, Needles and Fort Mojave Indian Tribe.

**Exhibit A
Scope of Work**

3. Service Hours

- A. Services shall be provided during the Contractor’s normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants’/participants’ schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.
- B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

4. Project Representatives

- A. The project representatives during the term of this agreement will be:

California Department of Public Health	Community Action Partnership of Kern
Lavinia Pop, Contract Manager Telephone: (916) 928-8827 E-mail: Lavinia.Pop@cdph.ca.gov	Jeremy T. Tobias, Chief Executive Officer Telephone: (661) 336-5236 E-mail: JTobias@capk.org

- B. Direct all inquiries to:

California Department of Public Health	Community Action Partnership of Kern
CDPH/WIC Division Attention: Lavinia Pop, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8827 E-mail: Lavinia.Pop@cdph.ca.gov	Attention: Lorna Speight, WIC Program Administrator, RD 500 E California Ave Bakersfield, CA 93307 Telephone: (661) 327-3074 E-mail: lspeight@capk.org

- C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 95-2402760
FI\$CAL ID #:
Contractor: Community Action Partnership of Kern
Attention: Cashier
Address: 5005 Business Park North Bakersfield, CA 93309
Contract Number: 22-10236
Email: JTobias@capk.org

- D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

5. Services to be Performed - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

Exhibit A
Scope of Work

6. Scope of Work Changes

- A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

- A. **Applicant** - A pregnant individual, breastfeeding individual, postpartum individual, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are a breastfeeding individual. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.
- D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.
- E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.
- F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.
- G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.

Exhibit A
Scope of Work

- H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).
- I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.
- J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- K. **Degreed Nutritionist (DN)** – A degreed nutritionist is an individual who possesses a bachelor's degree in a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role is defined in WPPM 130-50.
- L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.
- M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.
- N. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize the transfer of their benefits from a government account to the vendor's account to pay for products received.
- O. **FFY** means Federal Fiscal Year (October 1 through September 30).
- P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers and markets are authorized and trained by the CDPH/WIC Division to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.
- Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including booklet accountability, security and integrity, and staff training.
- R. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.

Exhibit A
Scope of Work

- S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take the IBCLC exam. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.
- U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.
- V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- W. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- X. **NSP** means Nutrition Services Plan - The NSP is a tool for WIC Local Agencies to use in planning overall WIC Program Nutrition Services. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP also provides a focus for staff training, nutrition education and quality assurance resources over the course of this contract. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].
- Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.
- Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant’s personal, cultural, and socioeconomic preferences.
- AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.
- BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.
- CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.
- DD. **Participant** - An individual who meets all WIC Program eligibility criteria, is enrolled in the WIC Program, and receives nutrition benefits.

Exhibit A
Scope of Work

- EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.
- FF. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.
- GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.
- HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.
- II. **RBL** means Regional Breastfeeding Liaison - WIC professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.
- JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.
- KK. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.
- MM. **Staff Training Coordinator** - A designated WIC local agency Nutritionist that ensures staff training is planned, completed, and documented within designated timeframes. Follows all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.
- NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.
- OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.

Exhibit A
Scope of Work

- PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.
- QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.
- RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the USDA for healthcare and nutrition of low-income pregnant women, breastfeeding women, postpartum women, and infants and children under the age of five.
- SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.
- TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities

Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.
1. Year 1 participant monthly caseload: 14,610
 2. Year 2 participant monthly caseload: 14,610
 3. Year 3 participant monthly caseload: 14,610
- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's participant monthly caseload and associated funding through a formal contract amendment.

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor's program operations and fiscal management procedures are in compliance. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. Contractors found to be out of compliance during the program monitoring visits may be subject to more frequent program monitoring, and if findings are not corrected, sanctions may be imposed.

**Exhibit A
Scope of Work**

3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

4) Staffing Standards

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment I.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative tasks and other duties related to certification, referral, outreach, education, planning, and supervisory functions for the WIC Program. The Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant's nutrition needs and oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

d) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.

e) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

Exhibit A
Scope of Work

f) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.

g) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point-of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

h) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

i) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

j) Staff Training Coordinator

The Contractor shall designate a Nutritionist to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this Nutritionist staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

k) Civil Rights Coordinator (only applies to the Contractors with 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in WPPM 510-30.

l) Farmers' Market Nutrition Program Local Agency Coordinator (only applies to the Contractors receiving funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency

Exhibit A Scope of Work

Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

m) Dietetic Internship Program (only applies to the Contractors receiving funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Exhibit A Scope of Work

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non-WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

- n) State Committee Membership (only applies to the Contractors receiving funds for membership in one of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall utilize approved CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.

Exhibit A
Scope of Work

- b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00. Newly hired staff shall complete the mandatory training within three (3) months of employment, and subsequently, once every 12 months as required by position.
- c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

9) Data Collection

Data collection and all State Approved Platforms required by the CDPH/WIC Division shall be utilized to meet federal and state reporting requirements and address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection system(s) and/or WIC WISE provided by the CDPH/WIC Division.

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Site Changes

- a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.
- b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.

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- c) The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new, relocation, and/or closure of WIC Sites, in accordance with WPPM 1000-06. The Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval. WIC Site Request packets are to be submitted at least 45 days prior to the anticipated opening date for review.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.
- f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

- a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:
 - 1. General Administration
 - 2. Client Services
 - 3. Nutrition Education
 - 4. Breastfeeding
- b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.
- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8. Under modified continuous time reporting, a local agency may allocate the cost of all compensation for FMNP issuance time and effort on a reasonable basis, such as the ratio of total FMNP benefits issued to total benefits issued under both WIC and FMNP.
- d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

**Exhibit A
Scope of Work**

The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

- a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.
- b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.
- c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.
- d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.
- e) The Contractor shall submit the following with the RAE packet:
 1. The Expenditure Worksheet
 2. The NSA Operating Expenses Worksheet
 3. The Agency Time Sheet Summary
 4. The RAE Worksheet (signed)
- f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure "Open in desktop app"

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

**Exhibit A
Scope of Work**

15) Breastfeeding Promotion and Support Minimum Expenditure

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under "Travel" here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:
 - 1. Legal Owner is the California Department of Public Health

Exhibit A
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2. Registered Owner is the Contractor's Legal Name
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding \$5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and System Support Services

- a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology-related implementation and support initiatives. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC.
- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall on a monthly basis, monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140-20 for more information.
- c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form and have submitted a copy to the CDPH/WIC Division as required per WPPM 140-20.
- d) The Contractor IT POC shall actively participate in State planned WIC technology user workgroups.
- e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.
- f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security compliance best practices, and maintenance and operations on the local side of the network.
- g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).

Exhibit A
Scope of Work

- h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
 - 2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
 - 3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.
 - 4. Allow video conferencing equipment to be able to communicate with the CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.

- i) The Contractor shall support implementation and maintenance of WIC technology activities:
 - 1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site (LASS) [<https://partners.cdph.ca.gov/sites/LASS/>].
 - 2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
 - 3. Ensure that the acquired technology hardware and software meets the minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, etc.

- j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
 - 1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
 - 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.

- k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
 - 1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
 - 2. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.

- l) The Contractor shall ensure proper security of local network systems and WIC data:
 - 1. Ensure that the devices in the WIC local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate

Exhibit A Scope of Work

hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network.

2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.
 3. The Contractor is responsible to investigate and respond to, and upon request by CDPH, report to WIC, ITSD, and WIC WISE Service Desk any known or potential software, system, or network security risk vulnerabilities that may impact (or potentially adversely affect) any of the WIC systems accessed on the agency's network; additionally, report on any security risk response and remediation efforts with the identified name and version of each vulnerable software or system, before and after each security risk issue resolution/mitigation.
- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.
- n) The Contractor shall be in compliance with the WIC WISE requirement as detailed in the WPPM.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing maintenance of State Approved Platforms. The Contractor shall actively support the implementation of state information technology projects by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (only applies to the Contractor receiving funds for this project)

- a) The Contractor shall provide a Regional Training Center (RTC) for use by WIC local agency trainers and CDPH/WIC Division trainers to conduct trainings, including but not limited to, breastfeeding training, BFPC training, PCE training, WIC WISE training, LVL training, vendor training, and various WIC local agency trainings provided to WIC local agency staff and authorized WIC vendors.
- b) The Contractor shall maintain a training room facility with access to restrooms, drinking water, and parking; site logistics including tables, chairs, and appropriate equipment including facilitator laptop/computer (monitor, keyboard, mouse, and cables as needed), projector and spare bulb, screen, computer speakers or sound system, wireless microphone, flip chart paper

Exhibit A
Scope of Work

and easel, use of a copier, general training/office supplies (sticky notes, markers, pens, etc.), storage cabinet; and internet access necessary for trainings.

- c) The Contractor shall identify WIC local agency clerical support for scheduling, ordering supplies, access to training room(s), providing site specific instructions, and receiving/storing shipped training materials for up to two (2) weeks prior to training.
- d) The Contractors receiving funds for the RTC shall also provide required equipment including connectivity to WIC WISE (Wi-Fi); 12-20 dedicated laptops/computers and monitors; peripheral devices including a signature pad, PIN pad, scanner, and a magnetic card reader that meets WIC WISE recommended specifications; surge protector power strips; and locked storage for laptops.
- e) The Contractors shall provide IT staff or services to be available for IT assistance one (1) day prior to and on training days.

24) Translation Review Services – Education Materials (only applies to the Contractor receiving funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation services.

25) Breastfeeding Peer Counselor Database (PCDB) – (only applies to the contract with Public Health Foundation Enterprises, Inc.)

The following only applies to PHFE, which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

- a) Responsibilities of PHFE includes, but are not limited to:
 - 1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
 - 2. Ensuring local agencies can access their own agency reports and documentation.
 - 3. Maintaining a secure, interactive automated educational text messaging function.
 - 4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
 - 5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities related to the transfer of historical PCDB data to WIC WISE.
- b) PHFE is bound to the following requirements, terms, and conditions, concerning the PCDB, as stated in the WIC local agency contract:
 - 1. Information Privacy and Security Requirements, as specified in Exhibit G, Section XI, which includes reporting any incidents involving unauthorized use of this data file to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Chief Information Security Officer (and CDPH IT Service Desk).

Exhibit A
Scope of Work

2. Special Terms and Conditions pertaining to Confidentiality of Information, as specified in Exhibit D, Provision 8.
- c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE WIC data from the PCDB is used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between the CDPH/WIC Division and PHFE. At no time will PHFE use data from any other WIC local agency for additional research or analytical purposes.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective

Activity 1: Assess that applicants meet eligibility criteria:

1. Categorical;
2. Residential;
3. Financial; and
4. Nutritional risk.

If applicants meet these four criteria, certify eligible applicants and document ineligibles.

Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant.

Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate.

Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need.

Activity 5: Document a Care Plan in WIC WISE.

Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).

Deliverables

- A. Eligible applicants/participants are certified and provided appropriate WIC benefits.
- B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants.
- C. Food benefits are prescribed accurately to all WIC applicants/participants.
- D. Appropriate referrals are provided to all WIC applicants/participants.
- E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification.
- F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed.
- G. Appropriate SOD procedures are implemented during certifications and recertifications.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective

Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered.

Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period.

Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment.

Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.

Deliverables

- A. Participants are provided initial and secondary nutrition education based on their Care Plan, their participant category, their interests/concerns, and any subsequent assessments.
- B. Document all participant nutrition education contacts in the WIC WISE.
- C. Refer to Exhibit A, SOW, Provision 8.14.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective
<p>Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.</p> <p>Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, Farmers' Market Nutrition Program (FMNP) booklets.</p>
Deliverables
<ul style="list-style-type: none">A. Food benefits are accurately issued.B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers and if applicable, FMNP booklets, meet program security standards.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective

Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated.

Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals.

Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support, per the WIC Policy and Procedure Manual (WPPM). If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community.

Activity 4: Make breast pumps and kits available to postpartum participants.

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participants' breastfeeding education provided in WIC WISE.
- C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals.
- D. Document breast pump issuance and the reasons for issuance in WIC WISE.
- E. Maintain an accurate inventory of breast pumps.
- F. Maintain all breast pumps in a clean and working condition.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective
<p>Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program.</p> <p>Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.</p>
Deliverables
<ul style="list-style-type: none">A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA). Keep documentation of how and where the APOA was conducted. Refer to Exhibit A, SOW, Provision 8.6.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality.

Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits.

Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed.

Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement.
- C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors upon request.
- F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective

Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all WIC Policies, Nutrition Services Plan (NSP) goals and objectives, and WIC Information Notice (WIN) training requirements are completed.

Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes.

Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.

Deliverables

- A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topics identified by a needs assessment.
- B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records.
- C. Training related sections of the annual NSP, as applicable.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 8: Farmers' Market Nutrition Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective

Activity 1: Issue WIC FMNP food benefits via a FMNP booklet, to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP booklet and locations where it may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP booklets assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:
 - 1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator;
 - 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
 - 3. Instructional guidance for FMNP recipients on how to use the FMNP booklets;
 - 4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures;
 - 5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP booklets; and
 - 6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.
- B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.
- C. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency for distribution from May to September of the same calendar year.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 9: Breastfeeding Peer Counseling (BFPC) Program – (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective

Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Activity 3: Provide regular supervision and monitoring of peer counselors.

Deliverables

- A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC).
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC Designated Breastfeeding Expert, are documented in the Peer Counseling Database (PCDB) and/or WIC WISE.
- D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 10: Regional Breastfeeding Liaison Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency’s RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to promote WIC Program services, including WIC breastfeeding support services, within their community or region by establishing/fostering relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women’s shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).

Activity 2: The RBL will work with healthcare providers, hospitals, employers, and community partners within their region to improve their understanding of breastfeeding, WIC’s role as a breastfeeding resource, and to increase referrals to the WIC Program.

Deliverables

- A. The Contractor shall develop a RBL Plan-of-Action using the CDPH/WIC Division’s RBL Action Plan template.
- B. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff.
- C. The RBL shall provide activity updates to the WIC Director(s) at the contracting agency each quarter or as required by the CDPH/WIC Division.
- D. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.
- D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.
- E. Invoices shall:
 - 1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.
 - 2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.
- F. Amounts Payable
The amounts payable under this Agreement shall not exceed:
\$12,823,741.00 for the budget period of 10/01/2022 through 09/30/2025.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. Final undisputed invoice(s) shall be submitted for payment no more than 45 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**" at the end of the Contract Term.

5. Allowable Line-Item Shifts

- A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The one hundred thousand (\$100,000) maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with cost-of-living indexes. Said adjustments shall not require a formal Agreement Amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line-item shifts meeting these criteria shall not require a formal Agreement Amendment.
- D. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval to line-item shifts.
- E. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability/Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or back-up documentation is non-existent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

7. Recovery of Overpayments

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:
 - 1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment;
 - 2) A repayment schedule which is agreeable to both the CDPH/WIC Division and the Contractor.
- B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior written authorization from the CDPH/WIC Division. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

9. Additional Invoicing Requirements

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.
- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.
- E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
- 1) The signed completed invoice
 - 2) The corresponding NSA Operating Expenses Worksheet
 - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
- 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
 - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year-End Supplemental Invoice.
 - 3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: <https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation>.
 - 4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

**Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025**

PERSONNEL WIC Position Title	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024		Year 3 10/1/2024 - 9/30/2025		Total		
					FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	Budgeted Amount			
WIC Director - WIC Program Administrator	1-22	1-10	70,970	106,434	1.00	98,379	1.00	100,346	1.00	102,353	301,078		
WIC Nutritionist - WIC Program Manger	1,3,7,8,9,12,14,15,22	1,2,3,4	61,714	92,581	1.00	83,633	1.00	86,979	1.00	88,718	259,330		
Nutrition Education Coordinator/NVRA Coordinator-Nutrition Education Supervisor	3,6,7,8,10,12,14	1,2,3,4,7	61,714	92,581	1.00	79,008	1.00	80,589	1.00	82,200	241,797		
Breastfeeding Coordinator/BFPC Coordinator -base funded	3,6,7,8,10,12,15	1,2,3,4,9	53,685	80,496	0.63	49,775	0.63	50,712	0.63	50,712	151,199		
Breastfeeding Coordinator/BFPC Coordinator- PC funded	7,8,12,15	9	53,685	80,496	0.25	19,752	0.25	20,124	0.25	20,124	60,000		
WIC Nutritionist -Training Coordinator (DN, IBCLE)	3,6,7,8,10,12,14	1,2,3,4,7	53,685	80,496	1.00	62,418	1.00	64,914	1.00	66,213	193,545		
WIC Nutritionist - Operations coordinator (DN)	3,7,8,9,12,14,15	1,2,3,4	46,634	70,013	1.00	60,402	1.00	61,610	1.00	62,842	184,854		
WIC Nutritionist-DN	3,7,8,9,12,14,15	1,2,3,4	46,634	70,013	1.00	59,235	1.00	60,420	1.00	61,628	181,283		
WIC Nutritionist -DN	3,7,8,9,12,14,15	1,2,3,4	46,634	70,013	1.00	58,068	1.00	59,230	1.00	60,414	177,712		
WIC Nutrition Assistant IV/FMNP Coordinator	3,7,8,9,12,14,15	1,2,3,4,8	30,180	40,851	1.00	39,249	1.00	40,035	1.00	40,835	120,119		
WIC Nutrition Assistant IV	3,7,8,9,12,14,15	1,2,3,4	30,180	40,851	2.00	78,499	2.00	80,069	2.00	81,671	240,239		
WIC Nutrition Assistant III/PC support - base funded	3,7,8,9,12,14,15	1,2,3,4	29,120	38,002	0.75	28,501	0.75	28,501	0.75	28,501	85,503		
WIC Nutrition Assistant III/PC support - PC Funded	8,9,12,15	9	29,120	38,002	0.25	9,500	0.25	9,500	0.25	9,500	28,500		
WIC Nutrition Assistant II	3,8,9,12,14,15	1,2,3,4	29,120	38,002	4.00	148,512	4.00	151,482	4.00	152,006	452,000		
WIC Nutrition Assistant/Peer Counselor - base funded	8,9,12,14,15	1,2,3,4	29,120	38,002	3.00	108,202	3.00	110,366	3.00	112,573	331,141		
WIC Nutrition Assistant/Peer Counselor-PC funded	8,9,12,15	9	29,120	38,002	3.00	108,202	3.00	110,366	3.00	112,573	331,141		
WIC Nutrition Assistant	8,9,12,14,15	1,2,3,4	29,120	38,002	20.00	700,128	19.00	678,424	19.00	691,993	2,070,545		
Clerk	8,9,12	1,3,4	29,120	35,319	12.00	397,164	11.00	371,348	10.00	344,341	1,112,853		
Equipment Clerk	8,9,12,18	1,3,4	29,120	35,319	1.00	33,521	1.00	34,192	1.00	34,876	102,589		
Receptionist	8,9,12	1,4	29,120	38,002	2.00	67,891	2.00	70,607	2.00	72,019	210,517		
Regional Breastfeeding Liaison	8,12,15	10	46,634	70,013	1.00	57,347	1.00	58,494	1.00	59,664	175,505		
Regional Breastfeeding Liaison Assistant	8,12,15	10	30,180	40,851	0.50	16,549	0.50	16,880	0.50	17,217	50,646		
Local Vendor Liaison	6,8,9,12,14,15	6	40,602	60,861	1.00	47,672	1.00	48,626	1.00	49,598	145,896		
Outreach & Public Relations Coordinator	1,6,8,9,12	5	37,482	50,710	1.00	47,227	1.00	48,171	1.00	49,135	144,533		
Director of Health & Nutrition	4,8,17,20-22		93,829	140,774	0.59	83,057	0.59	83,057	0.59	83,057	249,171		
											-		
											-		
											-		
Overtime ③	1-22	1-10				5,000		5,000		5,000	15,000		
Salaries and Wages						2,546,891		2,530,042		2,539,763	7,616,696		
Total FTE						60.97		58.97		57.97			
Fringe Benefits ④						Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total	
						28.00000%	713,129	28.00000%	708,411	28.00000%	711,133	2,132,673	
TOTAL PERSONNEL (paid by State WIC contract)							3,260,020		3,238,453		3,250,896	9,749,369	
Total In-Kind for Personnel ②												-	
OPERATING							Budgeted Amount		Budgeted Amount		Budgeted Amount	Total	
General Expenses ⑤	5-7,17-21,23	1-10					208,063		222,365		207,290	637,718	
Travel ⑥	8	1-10					18,000		16,000		16,000	50,000	
Training	4,5,7,17,21,23	1-10					9,000		6,000		6,000	21,000	
Outreach/Media/Promotion	17	1-10					3,000		3,000		2,500	8,500	
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10					390,324		398,952		402,084	1,191,360	
TOTAL OPERATING (paid by State WIC contract)							628,387		646,317		633,874	1,908,578	
Total In-Kind for Operating ②												-	
CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More)							Budgeted Amount		Budgeted Amount		Budgeted Amount	Total	
Equipment ⑨	6,17,18,20,21	1-10										-	
Vehicles ⑩	8,17-19	1-10										-	
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)							-		-		-	-	
Total In-Kind for Capital Expenditures ②												-	
OTHER COSTS ⑪							Budgeted Amount		Budgeted Amount		Budgeted Amount	Total	
												-	
												-	
TOTAL OTHER COSTS (paid by State WIC contract)							-		-		-	-	
Total In-Kind for Other Costs ②												-	
INDIRECT							Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
Total Direct Costs (Personnel + Operating + Subcontracts up to \$25k each)							10.00000%	388,840	10.00000%	388,477	10.00000%	388,477	1,165,794
TOTAL INDIRECT (paid by State WIC contract)								388,840		388,477		388,477	1,165,794
Total In-Kind for Indirect ②												-	
TOTAL BUDGET (paid by State WIC contract)								\$ 4,277,247		\$ 4,273,247		\$ 4,273,247	\$ 12,823,741
Total In-Kind for All Budget Line-Items ②												-	

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

	Year 1	Year 2	Year 3
\$	4,277,247	4,273,247	4,273,247
\$	-	-	-
\$	-	-	-

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

⑧ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Include telephone systems, information technology equipment, photocopier machines, etc.

⑩ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

**Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025**

Total Facility Costs:				Year 1 Total			Year 2 Total			Year 3 Total
\$ 1,191,360				\$ 390,324			\$ 398,952			\$ 402,084
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year
277 E Front Street, Buttonwillow, Ca 93206	Clinic	800	425	5,100	425	5,100	425	5,100	425	5,100
500 E California Ave, Bakersfield, Ca 93307	e	5200	5,975	71,700	6,205	74,460	6,400	76,800	6,400	76,800
90 Farrell Dr., Bldg 5620; Edwards, CA 93524	Clinic	1000	-	-	-	-	-	-	-	-
15580 O Street, Mojave, Ca 93501	Clinic	1000	150	1,800	150	1,800	150	1,800	150	1,800
814 N Norma St, Ridgecrest, CA 93555	Clinic	800	760	9,120	760	9,120	760	9,120	760	9,120
650 James St, Shafter, Ca 93263	Clinic	600	2,260	27,120	2,260	27,120	2,260	27,120	2,260	27,120
2101 7th Street, Wasco, Ca 63263	Clinic	1500	850	10,200	950	11,400	840	10,080	840	10,080
108 S Robinson St, Tehachapi, Ca 93561	Clinic	600	1,185	14,220	1,185	14,220	1,185	14,220	1,185	14,220
Lost Hills Road and Hwy 46, Lost Hills, CA 93249	Clinic	1000	-	-	-	-	-	-	-	-
525 Roberts Ln, Bldg B; Bakersfield, Ca 93308	Clinic	600	850	10,200	840	10,080	840	10,080	840	10,080
2739 Diamond St, Unit B, Rosamond, CA 93560	Clinic	800	1,725	20,700	1,725	20,700	1,725	20,700	1,725	20,700
8401 California City Blvd, Suite 8; California City, Ca 93505	Clinic	900	1,030	12,360	1,030	12,360	1,030	12,360	1,030	12,360
500 E California Ave, Bakersfield, Ca 93307	Mobile	38	-	-	-	-	-	-	-	-
6019 E Niles, Steet #3&4, Bakersfield, Ca 93306	Clinic	1800	5,760	69,120	6,094	73,128	6,220	74,640	6,220	74,640
1001 Main Street, Delano, Ca 93215	Clinic	1300	2,410	28,920	2,410	28,920	2,410	28,920	2,410	28,920
230 S Montclair St, #103, Bakersfield, CA 93309	Clinic	990	1,472	17,664	1,472	17,664	1,522	18,264	1,522	18,264
26904 Nicholas Street, Boron, CA 93515	Clinic	25	25	300	25	300	25	300	25	300
2424 Cottonwood Road	Clinic	960	1,155	13,860	1,155	13,860	1,155	13,860	1,155	13,860
11336 Bartlett Ave #13 & 14, Adelanto, Ca 92301	Clinic	2000	3,535	42,420	3,585	43,020	3,585	43,020	3,585	43,020
41820 Garstin Dr., Big Bear Lake, Ca 92314	Clinic	600	150	1,800	150	1,800	150	1,800	150	1,800
24028 Lake Dr, Crestline, Ca 92325	Clinic	600	600	7,200	600	7,200	600	7,200	600	7,200
4600 Panama Ln, Ste 122; Bakersfield, Ca 93313	Clinic	954	1,550	18,600	1,550	18,600	1,550	18,600	1,550	18,600
244 G Street #A, Needles, Ca 92363	Clinic	800	660	7,920	675	8,100	675	8,100	675	8,100

Exhibit D
Special Terms and Conditions
(Rev 6/16)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
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Exhibit D Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

Exhibit D Special Terms and Conditions

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
 - d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
 - e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
 - f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
 - g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

Exhibit D Special Terms and Conditions

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state funds)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

Exhibit D Special Terms and Conditions

- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.
- g. **Motor Vehicles**
- (Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)
- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

Exhibit D Special Terms and Conditions

- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
- [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
- [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

Exhibit D Special Terms and Conditions

- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

Exhibit D Special Terms and Conditions

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

Exhibit D
Special Terms and Conditions

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Lab Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

Exhibit D Special Terms and Conditions

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

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disseminated without prior written permission from the Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH’s prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor’s performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

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settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

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written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along

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with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement.

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Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

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- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

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Additional Provisions

1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

- 1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1>].
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<https://www.fns.usda.gov/wic/policy>].
- 4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> & <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400>].

B. The following applicable State laws and regulations:

- 1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1)].
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/>]; and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>].

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- C. The following applicable CDPH/WIC Division administrative rules, policies, and procedures:
- 1) The WIC Policy and Procedure Manual (WPPM) located on the CDPH/WIC Local Agency SharePoint Site under Policy [<https://partners.cdph.ca.gov/sites/LASS/>]. All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the CDPH/WIC Division, as required by program and/or Federal directives.
 - 2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor (e.g., a revision to the WPPM which may be conveyed via a WIC Information Notice and/or a WIC Director Call and its minutes).
 - 3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [<https://partners.cdph.ca.gov/sites/LASS/>]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.
 - 4) All documents submitted with the completed Contract Application.

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of the Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

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B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability - The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) - The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) - The Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - The Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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3. Avoidance of Conflicts of Interest by the Contractor

- A. The CDPH/WIC Division intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the CDPH/WIC Division reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the CDPH/WIC Division review and prior approval. The CDPH/WIC Division's policy for conflicts of interest, with which the Contractor must comply, is specified in WPPM 150-10.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the CDPH/WIC Division is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the CDPH/WIC Division to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the CDPH/WIC Division and cannot be resolved to the satisfaction of the CDPH/WIC Division, the conflict will be grounds for terminating the contract. The CDPH/WIC Division may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

4. Civil Rights Assurance

- A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.
- B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

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- C. The Contractor must notify applicants and participants that:
- 1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.
 - 2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.
 - 3) Program information may be made available in languages other than English.
- D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:
- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410
 - 2) Fax: (202) 690-7442
 - 3) Email: program.intake@usda.gov
- E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.
- F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Independent Research

- A. The Contractor shall submit a request for and receive written approval from the CDPH/WIC Division prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC staff or participants. Independent Research includes research as well as the drafting or creation of articles, reports, and/or materials that are not necessary for the performance of the Agreement. Independent research is produced by the Contractor, subcontractor and/or outside entity using data from WIC that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the CDPH/WIC Division authorized management information system, regardless of the funding source.
- B. The Contractor's research request must be approved in writing by the CDPH/WIC Division and all presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

Exhibit E
Additional Provisions

- C. Paragraphs A. and B. of this provision address research studies conducted independently of the CDPH/WIC Division, and not potential research projects solicited and administered by the CDPH/WIC Division.
- D. The Contractor agrees that if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.
- E. The Contractor shall be responsible for ensuring that any independent research or collaboration comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

6. Special Projects

A. Contractor Requirements

- 1) Prior to initiating a special project, the Contractor must submit a written request for approval, as described in Provision 6.B., to the assigned Nutrition Consultant.
- 2) The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a special project unless and until the Contractor receives written approval for the special project from the CDPH/WIC Division.
- 3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately submit a written request for approval, as described in Provision 6.B. The CDPH/WIC Division reserves the right, in its sole discretion, to require the Contractor or its subcontractor(s) to cease any and all actions or activities associated with a special project if the Contractor initiated the special project prior to receiving written approval from the CDPH/WIC Division, as described within this provision.
- 4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.
- 5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

- 1) When seeking approval for a special project, the Contractor's written request must include:
 - a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and
 - b. If applicable, the associated Request for Proposals (RFP); and
 - c. If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project.

Exhibit E
Additional Provisions

- 2) The written request may also include other materials that are relevant to the special project, as determined by the Contractor.
- 3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.
- 4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [<https://partners.cdph.ca.gov/sites/LASS>].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring that any special projects, including community collaborations, comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action: [] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: [] a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: [] a. initial filing b. material change For Material Change Only: Year ____ quarter ____ date of last report ____.</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to the Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.)

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and the Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between the Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements the Contractor is obligated to follow with respect to CDPH PCI disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on behalf of CDPH, pursuant to the Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between the Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

“Breach” means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Contractor. Good faith acquisition of personal information by an employee or agent of the Contractor for the purposes of the

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Contractor is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

- B. Confidential Information: “Confidential information” means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
 2. information that does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 3. information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
 3. any information about a vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status; or
 4. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between the Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with the Contractor’s system operations in an information technology system, that negatively impacts

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the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. The Contractor shall limit access to CDPH PCI to only those employees, agents, and subcontractors CDPH WIC has determined have a need to know the CDPH PCI in order to perform the Contractor's obligations under its agreement with CDPH WIC. Disclosure of CDPH PCI to any other party or individual including the Contractor's employees, agents, and subcontractors, is unauthorized.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under the Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. The Contractor shall provide CDPH with the Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of the Contractor's obligations under the Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

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- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. The Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: The Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under the Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by the Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. The Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

The Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, the Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, the Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, The Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer	CDPH OLS Contact for Third Party Information Requests
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: The Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between the Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

The Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of the Contractor to monitor

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compliance with this Exhibit. The Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between the Contractor and CDPH for any reason, the Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, the Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, the Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between the Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: The Contractor's obligations under this Exhibit shall continue until the Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between the Contractor and CDPH, the Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If the Contractor elects to destroy the CDPH PCI, the Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself and any subcontractors, workforce employees or agents assisting the Contractor in the performance of its obligations under the agreement between the Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where the Contractor or its subcontractor, workforce employee or agent is a named adverse party.

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- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If the Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of the Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between the Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, the Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** The Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 22-10236 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Community Action Partnership of Kern

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program



Helping People... Changing Lives.

COMMUNITY ACTION PARTNERSHIP OF KERN

EXECUTIVE COMMITTEE

JULY 20, 2022

FINANCIAL REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
451	SCVF Migrant Childcare Alternative Payment	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	<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				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>Small Business Development</u>						
456	Bank of the West				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
155	Americorps				X		
242	Youth Authority				X		
246	Realignment for Success				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
335	Gang Prevention				X		
444	Starbucks Foundation				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Census</u>						
273	County of Kern 2020 Census				X		
408	Sierra Foundation 2020 Census				X		
409	NALEO Education Foundation 2020 Census				X		
	<u>Homeless Services</u>						
275	County of Kern LBNC				X		
275-007	County of Kern LBNC - Start-up				X		

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
164-005	Cal Fresh (SSI)				X		
186	2-1-1 Hospital Preparedness Program				X		
272	United Way - CESH				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
429	Southern CA Gas CRM Development Program				X		
430	Goodwill Industries - CA COVID-19 Call Ctr				X		
431	United Way - COVID-19 Comm Resp & Relief				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		

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

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/22	n/a				
04/30/22	n/a				
05/31/22	n/a				
06/30/22	n/a				

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

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

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

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/21 - 3/31/22	90 days	\$ 406.25	0.25%
04/01/22 - 6/30/22	90 days	\$ 221.16	0.25%
07/01/22 - 9/30/22	90 days		0.25%
10/01/22 - 12/31/22	90 days		0.25%

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

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

PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(149,082.03)
HEAD START/EARLY HEAD START	486,534.98
SUBTOTAL	337,452.95
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	0.00
GENERAL CHILD CARE	(180,785.62)
MIGRANT A/P	3,048,700.59
MIGRANT CHILD CARE	43,315.54
MIGRANT SPECIALIZED SERVICES	(44,262.41)
SAN JOAQUIN COE GENERAL CHILD CARE	14,168.34
STATE PRESCHOOL	1,654,737.75
SUBTOTAL	4,540,531.89
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	1,728.00
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(63,350.12)
EF&S	103,573.50
EFAP	(127,298.24)
FEEDING AMERICA SENIOR HUNGER	(7,977.59)
FOOD BANK	(595,735.38)
FOOD BANK EXPANSION	(279,470.84)
FOOD BANK CAPACITY PROGRAM	103,537.54
FOOD BANK - STATE	143,539.79
KAISER	1,739.36
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	1,377,556.28
WONDERFUL FOUNDATION	46,995.92
SUBTOTAL	723,289.53
ENERGY	(213,128.24)
DOE WAP	(18,584.37)
LIHEAP	(876,391.28)
LIWHAP	(2,441.04)
PG&E	(15,720.99)
DAP (Disorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	1,126,265.79
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	156,687.47
211 HOSPITAL PREPAREDNESS PROGRAM	0.00
AMERICORPS - CALIFORNIA VOLUNTEERS	0.00
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(6,025.78)
CAL FRESH	(12,337.93)
CALEITC	(207,955.46)
CAPK FOUNDATION	(167,084.78)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	0.00
COST POOLS	(7,766.61)
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,125.98
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(8,048.00)
CSBG	(13,062.21)
CSBG CARES ACT	(17,321.38)
CSBG DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(38,088.55)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,182,749.88
EAST KERN FAMILY RESOURCE CENTER	26,125.57
ESG CARES ACT HOMELESS SERVICES	(564,661.91)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(11,173.90)
ESG COORDINATED ENTRY SERVICE - COVID19	(24,928.32)
ASTHO VACCINE EQUITY	204,700.00
FIRST 5 KERN 211	(16,755.41)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(35,168.73)
FIRST 5 HELP ME GROW	(26,067.17)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(43,753.76)
FRIENDSHIP HOUSE	9,214.68
FUNDRAISING	275,059.44
GAAP FUND	0.00
GENERAL FUND	(94,763.56)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(467.97)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(385,011.16)
HOUSING FOR THE HARVEST STATE	(1,809.22)
HUD-COORDINATED ENTRY SYSTEM	(40,454.67)
COUNTY OF KERN - 211	(745.50)
INDIRECT FUND	(101,369.52)
IRS - VITA	(23,254.27)
TAX ASSISTANCE	60,999.58
M ST NAVIGATION CENTER	19,984.57
NEOPB CAL FRESH HEALTHY LIVING	(206,421.71)
POSITIVE YOUTH DEV SVC	(10,771.23)
POSITIVE YOUTH M	(59,088.56)
SHAFTER YOUTH CENTER	46,875.16
OASIS FAMILY RESOURCE CENTER	21,957.79
SIERRA FOUNDATION - ASTHMA MITIGATION	43,403.74
SILICON VALLEY COM FOUND MIGRANT ALTERNATIVE PYMT	0.00
SO CA EDISON - 211 CUSTOMER RELATIONS	0.00
UNITED WAY 211	981.55
UW STANTISLAUS 211 RENTAL ASSISTANCE	0.00
VIRGINIA & ALFRED HARRELL LITERACY PROGRAM	0.00
WELLS FARGO FOUNDATION	46,981.80
WIC	(536,383.35)
LESS: ENERGY NEGATIVE BALANCE	(1,126,265.79)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	1,440,889.50
TOTAL OPERATING CASH	7,044,163.87

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
CHILD DEVELOPMENT RESERVE #1
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	06/30/22	11.97
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	06/30/22	11.97

BALANCE PER G/L	05/31/22	11.97
ADD:		
DEPOSITS		0.00
INTEREST		0.00
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00

BALANCE PER G/L	06/30/22	11.97
------------------------	-----------------	--------------

DIFFERENCE: (0.00)

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 07/06/22

APPROVED BY: Tracy Webster TITLE: Chief Financial Officer DATE: Jul 6, 2022

Naomi Hara

Jul 6, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	06/30/22	35,043.97
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	06/30/22	35,043.97
<hr/>		
BALANCE PER G/L	05/31/22	35,037.34
ADD:		
DEPOSITS		0.00
INTEREST		6.63
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	06/30/22	35,043.97
		DIFFERENCE: 0.00

PREPARED BY: <u>Lili Solorio</u>	TITLE: <u>Accountant</u>	DATE: <u>07/06/22</u>
APPROVED BY: <u><i>Mary Webster</i></u>	TITLE: <u>Chief Financial Officer</u>	DATE: <u>Jul 7, 2022</u>
<u><i>Naomi Abana</i></u>		<u>Jul 7, 2022</u>

**COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT****

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022


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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	06/30/22	535,905.57
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	06/30/22	535,905.57

BALANCE PER G/L	05/31/22	535,804.27
ADD:		
DEPOSITS		0.00
INTEREST		101.30
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	06/30/22	535,905.57

* 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: 07/06/22
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Jul 6, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022



WELLS FARGO BANK, N.A.
 P. O. BOX 63021
 SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	06/30/22	100,112.00
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE	06/30/22	100,112.00

BALANCE PER GENERAL LEDGER	05/31/22	98,484.31
ADD:		
DEPOSITS (Credit Card Donations & Shared Fee)		0.00
ONLINE DONATIONS		1,686.65
PAYPAL DEPOSIT		0.00
INTEREST		18.77
LESS:		
APPLIED MERCHANT DEBITS		0.00
CLIENT ANALYSIS SERVICE CHARGE		60.28
BANKCARD FEES		17.45
CASH CONCENTRATION FEE		0.00
FUND TRANSFER TO GENERAL FUND		0.00
		0.00
BALANCE PER GENERAL LEDGER:	06/30/22	100,112.00

* 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: Lili Solorio TITLE: Accountant DATE: 07/06/22
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Jul 6, 2022
 DATE: Jul 6, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
June 30, 2022

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


ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	06/30/22	994,153.31
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	06/30/22	994,153.31

BALANCE PER G/L	05/31/22	993,965.39
ADD:		
DEPOSITS		0.00
INTEREST		187.92
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	06/30/22	994,153.31

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: 07/06/22
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Jul 6, 2022



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/14/2022	6/15/2022	Vosker Elite-Monthly				20.00
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						
<hr/>						
2 6/14/2022	6/15/2022	Vosker Elite-Monthly				0.20
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						
<hr/>						
3 6/14/2022	6/15/2022	Vosker Elite-Monthly				0.20
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						
<hr/>						
4 6/14/2022	6/15/2022	Vosker Elite-Monthly				20.00
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						
<hr/>						
5 6/14/2022	6/16/2022	Waldorf				380.07
Lodging for Laurie Sproule Sep 6-9, 2022 1st night to attend The Workers Compensation & Risk Conference						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/19/2022	6/20/2022	Microsoft#g011887206				515.06
Microsoft#g009792710- Microsoft Azure - Software Support HS						
<hr/>						
7 6/20/2022	6/21/2022	Mindbody				445.40
MindBody - Premier Basic monthly charge and subscription fee						
<hr/>						
						Transaction Count: 7
						Total: 1,380.93

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Freddy Hernandez	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/2/2022	6/6/2022	Tst* Saltys Bbq & Cateri		_____	_____	439.19
Lunch provided for Energy Meeting.						
<hr/>						
2 6/3/2022	6/6/2022	Epa		_____	_____	300.00
Certification needed for Energy program.						
<hr/>						
3 6/7/2022	6/9/2022	Classic Charter		_____	_____	2,078.00
Transportation for Shafter Youth Center.						
<hr/>						
4 6/8/2022	6/10/2022	Harbor Breeze		_____	_____	160.00
Harbor Tour field trip for Youth Center.						
<hr/>						
5 6/9/2022	6/10/2022	Dollar Tree, Inc.		_____	_____	42.47
Bins purchased for Oasis FRC.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/10/2022	6/13/2022	Simpletexting.Com				4,000.00
One time fee for a text messaging campaign which aligns with grant obligations.						
<hr/>						
7 6/13/2022	6/14/2022	Lowes #01708				-299.64
Credit for chair rack that was purchased due to maintenance being able to provide one.						
<hr/>						
8 6/13/2022	6/15/2022	Classic Charter				1,799.00
Transportation for Shafter Youth Center.						
<hr/>						
9 6/13/2022	6/15/2022	United				-109.00
Credit from United for duplicate charge.						
<hr/>						
10 6/13/2022	6/15/2022	United				-27.00
Credit from United for duplicate charge.						
<hr/>						
11 6/14/2022	6/16/2022	United				-1,480.21
Credit from United for duplicate charge.						
<hr/>						
12 6/22/2022	6/23/2022	Usps Po 0504720502				464.00
Flags Coils purchased for East Kern Family Resource Center.						
<hr/>						



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Jeremy Tobias	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/2/2022	6/3/2022	Chevron 0211598				75.00
Gasoline for CEO's Agency Vehicle						
<hr/>						
2 6/17/2022	6/20/2022	Eb 31st Annual Commun				275.43
Registration Fee for 3 to attend the 31st Annual Community Professional Development Conference. (Y. Ochoa, J. Garcia, M. Jara Rangel). A replacement for M. Jara Rangel will use her ticket.						
<hr/>						
3 6/18/2022	6/20/2022	Exxonmobil 97224224				96.69
Gasoline for CEO's Agency Vehicle.						
<hr/>						
4 6/24/2022	6/27/2022	Hotelbookingholidayin8007				164.09
Hotel Fee for Yolanda Ochoa. Attended Beautiful Bakersfield Awards Gala on 6/25/22.						
<hr/>						
5 6/24/2022	6/27/2022	Hotelbooking				14.99
Service Fee charged for booking hotel room for Board Member Yolanda Ochoa. Attended Beautiful Bakersfield Awards Gala Event on 6/25/22. (Fee is included on hotel receipt).						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/27/2022	6/29/2022	Exxonmobil 97224224				101.39
Gasoline for CEO's Agency Vehicle.						
<hr/>						
7 6/27/2022	6/29/2022	Kern Comm College Dist				5.00
Parking Fee for CEO Jeremy Tobias to attend CERF Press Conference on 6/27/22.						
<hr/>						
8 6/28/2022	6/28/2022	Avas Flowers				103.83
Get Well plant for Board Member Jim Childress						
<hr/>						

Transaction Count: 8

Total: 836.42

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 5/24/2022	6/7/2022	Dispute-Homedepot.Com				-63.80
		Credit Voucher Dispute-Homedepot.Com				
<hr/>						
2 5/24/2022	6/7/2022	Dispute-Homedepot.Com				-63.14
		Credit Voucher Dispute-Homedepot.Com				
<hr/>						
3 6/28/2022	6/29/2022	Paypal				29.00
		Purchase Paypal				
<hr/>						

Transaction Count: 3
Total: -97.94

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/10/2022	6/13/2022	Biometrics4all Inc				17.25
Relay Fees for running New Hire Fingerprints Invoice Period 5/01/2022-5/31/2022 Invoice Date 6/01/2022						

Transaction Count: 1
Total: 17.25

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/2/2022	6/3/2022					1.92
No Receipt - Unknown Charge						
<hr/>						
2 6/2/2022	6/3/2022	Qr-Code-Generator.Com				191.88
Annual Fee for QR Code Generator PRO (Advanced Plan). Executive Outreach Staff to utilize this software.						
<hr/>						
3 6/5/2022	6/6/2022	Stk*shutterstock				199.00
Annual Music Subscription Fee, Standard License with 10 Downloads Per Month.						
<hr/>						
4 6/9/2022	6/13/2022	Mama Toscas Italian				377.01
Friendship House Community Center Ad-Hoc Committee Lunch Meeting on 6/9/22. Meeting Agenda and names of attendees is attached to the receipt.						
<hr/>						
5 6/15/2022	6/16/2022	Eb 31st Annual Commun				91.81
Executive/Admin Division Lunch Meeting on June 16, 2022. Agenda and attendee names are attached to receipt.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/15/2022	6/16/2022	Kern Community Foundat				100.00
Kern Community Foundation (KAN) Annual Membership Fee paid with agency credit card						
7 6/17/2022	6/20/2022	Eb 31st Annual Commun				91.81
Registration fee for United Way Conference on 7/21/22. Attendee is C. Thompson.						
8 6/17/2022	6/20/2022	The Blvd				160.34
Executive/Admin Division Lunch Meeting on 6/16/22. Agenda and names of attendees is attached to receipt.						
9 6/20/2022	6/21/2022	Facebk *9r6gcfbfm2				4.16
Facebook Ad for Inaugural Resource Fair & Food Distribution on 5/21/22. Ad ran from 5/20/22 to 5/21/22						
10 6/23/2022	6/27/2022	American Air				193.00
One-Way ticket purchased for Karen Vazquez to return from New York to Bakersfield (NCAP Conv.). This replaces ticket to LAX and the \$165.60 was applied to this ticket to adjust the cost to \$193.00						
11 6/30/2022	6/30/2022	Stk*shutterstock				29.00
Purchase Stk*shutterstock						

Transaction Count: 11

Total: 1,439.93

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/2/2022	6/3/2022					1.92
No Receipt - Unknown Charge						
<hr/>						
2 6/2/2022	6/3/2022	Qr-Code-Generator.Com				191.88
Annual Fee for QR Code Generator PRO (Advanced Plan). Executive Outreach Staff to utilize this software.						
<hr/>						
3 6/5/2022	6/6/2022	Stk*shutterstock				199.00
Annual Music Subscription Fee, Standard License with 10 Downloads Per Month.						
<hr/>						
4 6/9/2022	6/13/2022	Mama Toscas Italian				377.01
Friendship House Community Center Ad-Hoc Committee Lunch Meeting on 6/9/22. Meeting Agenda and names of attendees is attached to the receipt.						
<hr/>						
5 6/15/2022	6/16/2022	Eb 31st Annual Commun				91.81
Executive/Admin Division Lunch Meeting on June 16, 2022. Agenda and attendee names are attached to receipt.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/15/2022	6/16/2022	Kern Community Foundat				100.00
Kern Community Foundation (KAN) Annual Membership Fee paid with agency credit card						
<hr/>						
7 6/17/2022	6/20/2022	Eb 31st Annual Commun				91.81
Registration fee for United Way Conference on 7/21/22. Attendee is C. Thompson.						
<hr/>						
8 6/17/2022	6/20/2022	The Blvd				160.34
Executive/Admin Division Lunch Meeting on 6/16/22. Agenda and names of attendees is attached to receipt.						
<hr/>						
9 6/20/2022	6/21/2022	Facebk *9r6gcfbfm2				4.16
Facebook Ad for Inaugural Resource Fair & Food Distribution on 5/21/22. Ad ran from 5/20/22 to 5/21/22						
<hr/>						
10 6/23/2022	6/27/2022	American Air				193.00
One-Way ticket purchased for Karen Vazquez to return from New York to Bakersfield (NCAP Conv.). This replaces ticket to LAX and the \$165.60 was applied to this ticket to adjust the cost to \$193.00						
<hr/>						
11 6/30/2022	6/30/2022	Stk*shutterstock				29.00
Purchase Stk*shutterstock						
<hr/>						

Transaction Count: 11

Total: 1,439.93

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/6/2022	6/8/2022	The Home Depot #1060		_____	_____	116.82
Safe camping supplies.						
<hr/>						
2 6/22/2022	6/24/2022	Hilton Internationals		_____	_____	274.73
Hotel deposit for Laurie Hughey to attend the NAEH Conference in Washington, DC.						
<hr/>						

Transaction Count: 2
Total: 391.55

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/1/2022	6/3/2022	Office Depot #952				90.89
Boxes needed urgently for office space move.						
<hr/>						
2 6/6/2022	6/7/2022	Target.Com				45.05
Special diet supplements purchased for Central Kitchen.						
<hr/>						
3 6/8/2022	6/8/2022	Abbottstore				137.97
Special diet supplements purchased for Central Kitchen.						
<hr/>						
4 6/13/2022	6/14/2022	Target 00025247				74.06
Baby formula.						
<hr/>						
5 6/13/2022	6/14/2022	Target 00025247				73.96
Baby formula.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/13/2022	6/14/2022	Target 00025247				74.06
Baby formula.						
<hr/>						
7 6/21/2022	6/22/2022	Walmart.Com Aa				21.59
Cookware purchased for Central Kitchen.						
<hr/>						
						Transaction Count: 7
						Total: 517.58

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Traco Matthews	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-3726	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/1/2022	6/2/2022	Hodels Restaurant				459.06
HMG team meeting at Hodel's June 14th.						
<hr/>						
2 6/4/2022	6/6/2022	Amzn Mktp Us				76.84
Supplies purchased for Outreach.						
<hr/>						
3 6/4/2022	6/6/2022	Amzn Mktp Us				189.40
Supplies purchased for Outreach.						
<hr/>						
4 6/4/2022	6/6/2022	Amzn Mktp Us				71.37
Supplies purchased for Outreach.						
<hr/>						
5 6/4/2022	6/6/2022	Amzn Mktp Us				76.84
Supplies purchased for Outreach.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/4/2022	6/6/2022	Amazon.Com*1x8f112x2 Amzn				104.99
Supplies purchased for Outreach.						
<hr/>						
7 6/4/2022	6/6/2022	Amzn Mktp Us				48.05
Supplies purchased for 2-1-1.						
<hr/>						
8 6/5/2022	6/6/2022	Amzn Mktp Us				14.09
Supplies purchased for Outreach.						
<hr/>						
9 6/5/2022	6/6/2022	Amzn Mktp Us				13.53
Office supplies purchased for 2-1-1.						
<hr/>						
10 6/6/2022	6/6/2022	Amzn Mktp Us				421.09
Printer purchased for 2-1-1.						
<hr/>						
11 6/6/2022	6/7/2022	Zero To Three				594.00
Registration for Virginia Turner to attend the virtual Zero to Three training.						
<hr/>						
12 6/6/2022	6/7/2022	Zero To Three				594.00
Registration for Jasmine Galindo to attend the virtual Zero to Three training.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 6/6/2022	6/7/2022	Zero To Three				594.00
Registration for Lorena Hernandez-Vidales to attend the virtual Zero to Three training.						
<hr/>						
14 6/7/2022	6/8/2022	Amzn Mktp Us				106.70
Supplies purchased for Outreach.						
<hr/>						
15 6/8/2022	6/9/2022	Amzn Mktp Us				17.28
Items purchased for Outreach.						
<hr/>						
16 6/8/2022	6/9/2022	Amzn Mktp Us				138.23
Supplies purchased for 2-1-1.						
<hr/>						
17 6/10/2022	6/13/2022	Amzn Mktp Us				-0.82
Shipping refund for item shipping late.						
<hr/>						
18 6/10/2022	6/13/2022	Amzn Mktp Us				-0.51
Shipping refund for item shipping late.						
<hr/>						
19 6/10/2022	6/13/2022	Amzn Mktp Us				-5.15
Shipping refund for item shipping late.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
20 6/16/2022	6/17/2022	Eb 31st Annual Commun				275.43
Tickets purchased for Vanessa Nevarez and Freddy Hernandez to attend the United Way Annual Conference.						
<hr/>						
21 6/16/2022	6/17/2022	Eb 31st Annual Commun				-91.81
Credit for Traco Matthews' ticket for the United Way annual conference.						
<hr/>						
22 6/27/2022	6/29/2022	Swissotel Chicago Htl				934.52
Hotel for Traco to attend the CAPLAW National Training conference in Chicago.						
<hr/>						

Transaction Count: 22

Total: 4,631.13

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
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Transaction Count: 0
Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

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

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	1,204.28
Freddy Hernandez	Director of Youth and Community Services	7,379.76
Traco Matthews	Chief Program Officer	4,631.13
Lisa McGranahan	Director of Human Resources	17.25
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	(97.94)
Pritika Ram	Director of Administration	1,439.93
Jeremy Tobias	Chief Executive Officer	836.42
Emilio Wagner	Director of Operations	1,380.93
Tracy Webster	Chief Financial Officer	-
Rebecca Moreno	Director of Community Development	391.55
Susana Magana	Director of Nutrition Services	517.58
	Total	\$ 17,700.89



Reporting Period : 6/1/2022 - 6/30/2022

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	6/1/2022 - 6/30/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/2/2022	6/2/2022	Panera Bread #601790 O		_____	_____	166.41
		Purchase Panera Bread #601790 O				
<hr/>						
2 6/8/2022	6/9/2022	Nyny - Adv Dep		_____	_____	66.89
		Purchase Nyny - Adv Dep				
<hr/>						
3 6/8/2022	6/9/2022	Nyny - Adv Dep		_____	_____	66.89
		Purchase Nyny - Adv Dep				
<hr/>						
4 6/8/2022	6/9/2022	Nyny - Adv Dep		_____	_____	66.89
		Purchase Nyny - Adv Dep				
<hr/>						
5 6/8/2022	6/9/2022	Nyny - Adv Dep		_____	_____	66.89
		Purchase Nyny - Adv Dep				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 6/8/2022	6/9/2022	Nyny - Adv Dep				66.89
Purchase Nyny - Adv Dep						
<hr/>						
7 6/8/2022	6/9/2022	Nyny - Adv Dep				66.89
Purchase Nyny - Adv Dep						
<hr/>						
8 6/8/2022	6/9/2022	Nyny - Adv Dep				66.89
Purchase Nyny - Adv Dep						
<hr/>						
9 6/29/2022	6/30/2022	Flockler Subscription				564.00
Purchase Flockler Subscription						
<hr/>						
10 6/29/2022	6/30/2022					5.64
Other Debits Currency Conversion Fee						
<hr/>						

Transaction Count: 10
Total: 1,204.28

Employee Signature **Date**

Authorized Approver Signature **Date**

**COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (4 OF 12 MONTHS OR 33.33%)**

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	335,404	15.4%	1,848,255
Head Start Subsidy	<u>377,301</u>	<u>402,768</u>	106.7%	<u>(25,467)</u>
Total Revenue	<u><u>2,560,960</u></u>	<u><u>738,172</u></u>	28.8%	<u><u>1,822,788</u></u>
Expenditures (Note B)				
Salaries	724,671	202,672	28.0%	521,999
Benefits	200,399	64,175	32.0%	136,224
Vehicle Gasoline, Repair/Maintenance	27,000	23,152	85.7%	3,848
Space Costs	121,700	22,805	18.7%	98,895
Supplies - Office & Food Service	92,500	43,347	46.9%	49,153
Consultant Services	-	3,500	Not budgeted	(3,500)
Equipment Repair/Maintenance & Lease	35,300	3,085	8.7%	32,216
Communication	14,000	5,700	40.7%	8,300
Risk Insurance	12,700	4,787	37.7%	7,913
Printing	1,000	52	5.2%	948
Hiring & Employee Costs	100	170	169.8%	(70)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	<u>1,015,580</u>	<u>294,336</u>	29.0%	<u>721,244</u>
Sub Total	2,245,450	667,779	29.7%	1,577,671
Adult Meals Prepared	128,794	37,451	29.1%	91,343
Indirect	<u>186,716</u>	<u>32,942</u>	17.6%	<u>153,774</u>
Total Expenditures	<u><u>2,560,960</u></u>	<u><u>738,172</u></u>	28.8%	<u><u>1,822,788</u></u>

	Prior Period	JUNE 2022	Cumulative
Total Meals Prepared and Vended (Note C)	199,917	31,644	231,561
Total Meals Claimed	<u>119,983</u>	<u>18,288</u>	<u>138,271</u>
Difference	79,934	13,356	93,290

Percentage Claimed to Prepared/Vended	57.8%	59.7%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

**COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (11 OF 12 MONTHS = 91.7%)**

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,139,276		\$ 10,655,324		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,139,276	\$ -	\$ 10,655,324	84.68%	
Maximum Reimbursable Amount (MRA) for Provider Payments													22,736,992		46.86%
Administration & Support Services Revenue															
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,139,276	\$ -	\$ 10,655,324		
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 21.2121%		
Revenue Earned	\$ 121,147	\$ 160,069	\$ 171,224	\$ 171,172	\$ 182,751	\$ 310,839	\$ 261,043	\$ 277,030	\$ 288,322	\$ 303,148	\$ 302,846	\$ -	\$ 2,549,592		
Program Administration/Support Services Costs	80,960	78,427	77,608	76,768	80,969	104,121	79,406	150,416	22,022	93,114	94,966	-	938,776	7.46%	
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,551	93,430	156,129	105,321	118,093	109,501	122,179	122,129	-	1,138,514	7.86%	
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)		
Total Operating Costs	\$ 135,292	\$ 160,909	\$ 164,975	\$ 164,319	\$ 24,399	\$ 260,250	\$ 184,727	\$ 268,509	\$ 131,523	\$ 215,293	\$ 217,094	\$ -	1,927,291	15.32%	
Revenue Earned Over/(Under) Costs	\$ (14,145)	\$ (840)	\$ 6,249	\$ 6,853	\$ 158,352	\$ 50,589	\$ 76,316	\$ 8,522	\$ 156,799	\$ 87,855	\$ 85,751	\$ -	622,301		
TOTAL COSTS - NET OF FAMILY FEES	\$ 706,415	\$ 915,522	\$ 972,176	\$ 971,272	\$ 885,942	\$ 1,725,634	\$ 1,166,746	\$ 1,310,670	\$ 1,216,164	\$ 1,355,705	\$ 1,356,370	\$ -	12,582,615	100.00%	

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

Provider payments	10,655,324
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	<u>2,260,218</u>

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/21 - 6/30/22 (12 OF 12 MONTHS = 100.0%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	4,482	4,818	4,932	4,992	4,693	5,360	4,721	4,416	5,818	5,555	5,768	5,520	61,074	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 231,039	\$ 248,345	\$ 254,265	\$ 257,347	\$ 241,937	\$ 265,511	\$ 233,892	\$ 218,788	\$ 288,209	\$ 275,173	\$ 285,724	\$ 273,453	\$ 3,073,682	86.95%
Maximum Reimbursable Amount (MRA)													\$3,535,022	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.13%	98.14%	98.99%	99.04%	98.33%	98.49%	98.51%	98.45%	97.97%	98.36%	98.96%	98.47%		98.56%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,937	2,997	4,507	5,811	5,515	6,143	6,970	6,699	9,032	7,786	7,855	4,581	70,833	
Reimbursement Rate per Child per Day	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87	X \$1.87
Revenue Earned	\$ 152,344	\$ 155,435	\$ 233,776	\$ 301,418	\$ 286,057	\$ 306,239	\$ 347,438	\$ 333,970	\$ 450,232	\$ 388,111	\$ 391,594	\$ 228,376	\$ 3,574,990	78.10%
Maximum Reimbursable Amount (MRA)													\$4,577,394	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	98.27%	99.21%	98.50%	98.83%	98.76%	97.71%	98.58%	98.78%	98.20%	96.78%	98.07%	96.29%		98.12%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	93	84	96	87	62	121	111	110	158	211	238	201	1,571	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 4,807	\$ 4,307	\$ 4,927	\$ 4,480	\$ 3,196	\$ 6,212	\$ 5,913	\$ 5,894	\$ 8,137	\$ 10,446	\$ 11,796	\$ 9,942	\$ 80,057	30.48%
Maximum Reimbursable Amount (MRA)													\$262,661	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	98.73%	98.21%	95.96%	100.00%	100.00%	98.55%	98.94%	99.52%	100.00%		99.20%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	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 2021/22 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/21 - 6/30/22 (12 OF 12 MONTHS = 100.0%)

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-1242)														
Adjusted Days of Enrollment - Certified	1,751	1,856	1,817	1,870	1,537	1,498	1,156	972	1,439	1,431	1,469	1,219	18,013	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 80,580	\$ 85,430	\$ 83,641	\$ 86,058	\$ 70,726	\$ 68,950	\$ 53,193	\$ 44,725	\$ 66,236	\$ 65,859	\$ 67,613	\$ 56,131	\$ 829,142	29.07%
Maximum Reimbursable Amount (MRA)													\$2,852,203	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.60%	99.91%	100.00%	98.73%	99.67%	98.22%	97.74%	98.91%	96.29%	97.91%	99.25%	98.06%		98.77%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%

1

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 Cooperative Agreement with the San Joaquin County Office of Education

Division/CFO: Tracy Webster, CFO
 Program/Work Unit: Not Applicable

Month/Year: June-2022
 Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities Description	June-2022		Year to Date 03/1/22 -06/30/22	
	Number	Amount		Amount
Bank Deposits	19	3,073,003	70	13,727,469
Wire Deposits	10	945,622	49	6,217,835
Head Start/IRS Drawdowns	5	2,341,151	20	13,618,125
Vendor Checks Issued	1286	5,230,305	3,990	22,734,522
Payroll Disbursed		2,746,411		11,589,996
Grant Reports Prepared	36		145	
ASTHO Vaccine Equity				
CalFresh Outreach				
CalFresh SSI				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern - 211				
County of Kern CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CSBG Cares				
CSBG 2022				
DAP				
DOE 2020				
Differential Response				
ESG CARES Act Homeless				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
Housing for the Harvest				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
WIC				

Total Division Staffing 21 positions + 1 Vacancy

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

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2022	
ASSETS	
Cash in Bank	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	3,355,138
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	949,184
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>
Total Assets	31,237,578
LIABILITES AND NET ASSETS	
Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	<u>1,830,896</u>
Total Liabilites	16,180,810
Total Net Assets	<u>15,056,768</u>
Total Liabilities and Net Assets	31,237,578

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022	
REVENUE	
Grant Revenue	79,278,672
Donations	30,565,672
Other Revenue	679,375
In-Kind	<u>91,725</u>
Total Revenue	110,615,445
EXPENDITURES	
Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,098,386
Capital Expenditures	(236,641)
Indirect	6,862,436
In-Kind	<u>91,725</u>
Total Expenditures	110,435,380
Net Change in Assets	180,065
Net Assets, beginning	14,876,703
Net Assets, ending	15,056,768

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED)	
AS OF JUNE 30, 2022	
ASSETS	
Cash in Bank	7,719,288
Cash - Vacation Reserve	994,153
Petty Cash	-
Accounts Receivable	(0)
Travel Advance	18,479
Prepaid Expense	898,604
Inventory	959,529
Net Fixed Assets - Unrestricted	905,392
Net Fixed Assets - Restricted	<u>16,723,660</u>
Total Assets	28,219,105
LIABILITES AND NET ASSETS	
Accounts Payable	1,793,805
Accrued Expenses	332,682
Accrued Vacation	1,007,684
Line of Credit	-
Note Payable	972,633
Advance Payable	2,038,048
Deferred Revenue	<u>7,246,561</u>
Total Liabilites	13,391,413
Total Net Assets	<u>14,827,692</u>
Total Liabilities and Net Assets	28,219,105

STATEMENT OF OPERATIONS (UNAUDITED)	
FOR THE PERIOD MARCH 1, 2022 TO JUNE 30, 2022	
REVENUE	
Grant Revenue	26,227,443
Donations	167,891
Other Revenue	2,330,607
In-Kind	<u>2,935,947</u>
Total Revenue	31,661,887
EXPENDITURES	
Salaries	10,039,503
Benefits	3,068,902
Travel	174,192
Space Costs	5,287,617
Supplies	958,198
Consultant/Contract Services	1,454,830
Other Costs	1,265,877
Program Costs	3,948,996
Capital Expenditures	714,209
Indirect	2,042,692
In-Kind	<u>2,935,947</u>
Total Expenditures	31,890,963
Net Change in Assets	(229,075)
Net Assets, beginning	15,056,768
Net Assets, ending	14,827,692

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	9,397,700	29,180,542	24%
BENEFITS	11,160,531	2,837,262	8,323,269	25%
TRAVEL	721,930	159,038	562,892	22%
SPACE COST	23,506,027	4,948,098	18,557,929	21%
SUPPLIES	3,253,861	894,843	2,359,018	28%
EQUIPMENT	831,379	969,915	(138,536)	117%
CONSULTANT/CONTRACT SERVICES	3,798,580	1,148,921	2,649,659	30%
OTHER COSTS	3,449,253	1,068,630	2,380,623	31%
PROGRAM COSTS	11,277,182	4,074,522	7,202,660	36%
INDIRECT	7,597,038	2,065,122	5,531,916	27%
TOTAL	104,174,023	27,564,050	76,609,973	26%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	7,046,479	20,404,785	26%
BENEFITS	8,315,926	2,177,810	6,138,116	26%
TRAVEL	492,583	85,218	407,365	17%
SPACE COST	6,603,218	2,401,356	4,201,862	36%
SUPPLIES	2,644,635	656,424	1,988,211	25%
EQUIPMENT	100,000	127,853	(27,853)	128%
CONSULTANT/CONTRACT SERVICES	1,369,385	279,316	1,090,069	20%
OTHER COSTS	1,130,700	426,466	704,234	38%
PROGRAM COSTS	7,769,839	3,447,410	4,322,429	44%
INDIRECT	5,263,450	1,514,970	3,748,480	29%
TOTAL	61,141,000	18,163,302	42,977,698	30%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	880,478	3,330,513	21%
BENEFITS	1,260,035	260,982	999,053	21%
TRAVEL	91,246	16,922	74,324	19%
SPACE COST	15,209,213	2,169,680	13,039,533	14%
SUPPLIES	211,553	86,692	124,861	41%
EQUIPMENT	724,960	657,029	67,931	91%
CONSULTANT/CONTRACT SERVICES	563,961	80,186	483,775	14%
OTHER COSTS	378,585	155,553	223,032	41%
PROGRAM COSTS	1,436,167	427,364	1,008,803	30%
INDIRECT	765,412	167,805	597,607	22%
TOTAL	24,852,123	4,902,691	19,949,432	20%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	394,859	2,576,262	13%
BENEFITS	553,144	113,611	439,533	21%
TRAVEL	65,110	17,200	47,910	26%
SPACE COST	299,407	68,081	231,326	23%
SUPPLIES	110,076	49,769	60,307	45%
EQUIPMENT	6,419	51,295	(44,876)	799%
CONSULTANT/CONTRACT SERVICES	1,056,518	514,581	541,937	49%
OTHER COSTS	1,341,076	258,943	1,082,133	19%
PROGRAM COSTS	868,172	89,953	778,219	10%
INDIRECT	755,931	147,081	608,850	19%
TOTAL	8,026,974	1,705,372	6,321,602	21%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	786,996	2,043,416	28%
BENEFITS	737,565	201,546	536,019	27%
TRAVEL	27,313	10,006	17,307	37%
SPACE COST	1,206,276	234,191	972,085	19%
SUPPLIES	220,349	97,186	123,164	44%
EQUIPMENT	-	133,738	(133,738)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	231,318	536,618	30%
OTHER COSTS	491,102	206,302	284,800	42%
PROGRAM COSTS	1,105,101	109,795	995,306	10%
INDIRECT	613,244	184,554	428,690	30%
TOTAL	7,999,298	2,195,631	5,803,667	27%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	288,889	701,965	29%
BENEFITS	267,905	83,313	184,592	31%
TRAVEL	23,578	29,692	(6,114)	126%
SPACE COST	182,213	74,789	107,424	41%
SUPPLIES	52,498	4,764	47,734	9%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	5,780	1,824	3,956	32%
OTHER COSTS	51,480	12,635	38,845	25%
PROGRAM COSTS	97,903	-	97,903	0%
INDIRECT	170,659	46,219	124,440	27%
TOTAL	1,842,870	542,125	1,300,745	29%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 06-30-22 (33.3%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	-	123,600	0%
BENEFITS	25,956	-	25,956	0%
TRAVEL	22,100	-	22,100	0%
SPACE COST	5,700	-	5,700	0%
SUPPLIES	14,750	8	14,742	0%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	41,696	(6,696)	119%
OTHER COSTS	56,310	8,732	47,578	16%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	4,493	23,849	16%
TOTAL	311,758	54,929	256,829	18%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 06/30/22 (4 OF 12 MONTHS = 33.3%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,597,038	\$ 2,065,122	27.2%	\$ 5,531,916
Expenditures				
Salaries	4,122,037	1,039,267	25.2%	3,082,770
Benefits @ 23.6% actual	<u>927,258</u>	<u>263,490</u>	<u>28.4%</u>	<u>663,768</u>
Total Personnel Costs	5,049,295	1,302,757	25.8%	3,746,538
Operating Costs				
Travel	67,900	15,154	22.3%	52,746
Space Costs	215,700	59,347	27.5%	156,353
Supplies	252,500	63,574	25.2%	188,926
Consultant/Contract	988,000	305,909	31.0%	682,091
Other Operating Costs	<u>474,125</u>	<u>197,241</u>	<u>41.6%</u>	<u>276,884</u>
Total Operating Costs	1,998,225	641,226	32.1%	1,356,999
Total Expenditures	<u>\$ 7,047,520</u>	<u>\$ 1,943,983</u>	<u>27.6%</u>	<u>\$ 5,103,537</u>
Excess (Deficit) Indirect Revenue	<u>\$ 549,518</u>	<u>\$ 121,139</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,288,307	\$ 366,442	28.4%	\$ 921,865
Operations	2,272,794	659,848	29.0%	1,612,946
Executive	1,337,079	338,841	25.3%	998,238
Program Administration	130,000	43,046	33.1%	86,954
Finance	<u>2,019,340</u>	<u>535,807</u>	<u>26.5%</u>	<u>1,483,533</u>
	<u>\$ 7,047,520</u>	<u>\$ 1,943,983</u>	<u>27.6%</u>	<u>\$ 5,103,537</u>

Prepared Date: 7/12/2022



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Grants Management, School Readiness Division

July 7, 2022

Sent Electronically through HSES Correspondence

Mr. Fred Plane
Board Chair
Community Action Partnership of Kern (CAPK)
5005 Business Park North
Bakersfield, California 93309

Re: Disposition Instructions for Business Park North
Administrative Office and Central Kitchen Buildings
Grant No. 09CH011132

Dear Mr. Plane,

This letter is in response to your agency's correspondence in the Head Start Enterprise System on June 6, 2022, requesting the Administration for Children and Families (ACF) Region IX's approval for the disposition and release of Federal Interest of the Business Park North Administrative Office building (Business Park North) and Central Kitchen building (Central Kitchen). The buildings can no longer house all necessary employees, are inefficient, and need significant renovations

The Business Park North building is located at 5005 Business Park North, Bakersfield, California 93309. As stated in your request, the office building was constructed in 1982 and CAPK purchased the building in July 2002 (100% federally funded). CAPK has engaged with a commercial real estate appraiser to assess the local fair market value of the real property. The approach to value method was in sales comparison and income capitalization with a value of \$2,900,000.

The Central Kitchen building is located at 3101 Mall View Road, Bakersfield, California 93306. As stated in your request, the property was constructed in 1993 and CAPK purchased the building in July 2001 (73% federally funded). In April of 2022, a fair market appraisal was conducted of the facility resulting in a value of \$1,165,000 to \$1,700,000 depending on if the buyer will demolish or use the building.

CAPK requests to use the sale proceeds of both buildings towards a major renovation to convert the existing Maintenance and Operations building located at 1825 Feliz Drive, Bakersfield, California 93307 into a new Central Kitchen. CAPK will be completing a 1303 application for the kitchen renovation in the future.

Per 45 CFR 75.318 (c) (1) “in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.”

Based on these facts, ACF approves your request to dispose of the buildings and use the proceeds from the sale of both buildings for the new Central Kitchen located at 1825 Feliz Drive, Bakersfield, California 93307 contingent on the approval of a 1303 application for the major renovation. ACF is entitled to 100% of the proceeds from the sale of Business Park North and 73% of the proceeds from the sale of the Central Kitchen. If the final sale price for either property is less than the appraised value detailed in this letter, that price must be approved by ACF prior to CAPK signing a Purchase and Sale agreement. If the sale price for each property is at or above the appraised values as detailed in this letter prior approval is not required, however the Purchase and Sale agreement must be submitted to ACF for documentation purposes. The proceeds that ACF is entitled to must be kept in a separate account and monthly bank statements must be submitted through HSES to document that the funds are not being used for anything but approved 1303 activities.

Please complete and return the attached Release of Federal Interest. Once received, we will notarize and mail it back once the closing details are shared with ACF; please provide us with a physical address for us to mail the notarized copy. Please move forward with the disposition under the conditions discussed in this letter and update your records to include this disposition action in accordance with 45 CFR 75.361 Retention requirements for records and 45 CFR 1303.54 Record retention.

Should you have any questions, please contact Financial Operations Specialist, Joanna Chan, at (415) 437-8421 or Program Specialist, Andrea Harvey, at (415) 437-8544.

Sincerely,

Jeffrey Arciero

Jeffrey Arciero
Grants Management Officer
Office of Grants Management – Region IX

cc: Mr. Jeremy Tobias, Chief Executive Officer
Mrs. Tracy Webster, Chief Financial Officer
Ms. Yolanda Gonzales, Head Start/Early Head Start Director



DATE	August 3, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 311 299 906#

Personnel Committee Minutes

1. Call to Order

Committee Member Maritza Jimenez called the meeting to order at 12:00 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern administrative building, located at 5005 Business Park North, Bakersfield, CA.

2. Roll Call

Roll Call was taken with a quorum present.

Present: Maritza Jimenez (Chair), Joe Garcia, Jonathan Mullings, and Nila Hogan

Absent: Guadalupe Perez

Others present: Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Traco Matthews, Chief Program Officer; Lisa McGranahan, Director of Human Resources; Gabrielle Alexander, Director of Finance; Catherine Anspach, Director of Development; Susana Magana, Director of Health and Nutrition; and other CAPK staff.

3. Public Comments

No one addressed the Committee.

4. Regular Business

- a. Executive Division Revised Organizational Structure – Pritika Ram, Chief Business Development Officer – **Action Item**

Pritika Ram presented the proposed revised organizational structure and emphasized that the organizational changes would provide an opportunity for career growth as well as train and coach staff. Pritika added that with this reorganization, there will be name changes to the Divisions that better align with our Strategic Plan.

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

- b. Migrant Childcare Program Organizational Chart and New Staff Positions – Laura Porta, Migrant Childcare Program Administrator – **Action Item**

Laura Porta presented the above-mentioned item for approval.

Maritza Jimenez inquired if consideration was given to potential candidates with experience over education. Laura Porta responded that we would consider experience over education based on the candidate and their qualifications.

Joe Garcia inquired if the wages for these positions are sufficient to attract the desired candidate. Laura Porta said the team collaborated with Human Resources to appropriately point with competitive wages based on roles and responsibilities.

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

- c. Reclassification of Program Coordinator Job Descriptions and Change of Job Titles - Laura Porta, Migrant Childcare Program Administrator – **Action Item**

Laura Porta presented the above action item for approval.

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

- d. Approval of Head Start & Early Head Start Job Descriptions for Teachers – Sylvia Ortega, Quality Assurance Administrator – **Action Item**

Sylvia Ortega presented the above action item for approval and noted that the job descriptions were part of the SEIU negotiations brought to the Committee for final approval.

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

- e. New Bilingual Pay Policy - Traco Matthews, Chief Program Officer; Susana Magana, Director of Health & Nutrition; Lisa McGranahan, Director of Human Resources – **Action Item**

Traco Matthews, Susana Magana, and Lisa McGranahan presented the above action item for approval. This new bilingual policy is aimed at addressing potential difficulties while respecting the diversity of our employees and maintaining our competitiveness as an employer of choice.

Maritza Jimenez asked for confirmation for the amount of pay for those that qualify. Traco Matthews confirmed that the \$3 dollar per hour increase was recommended via SB 393.

Maritza Jimenez asked if the agency is responsible for coordinating the testing. Lisa McGranahan responded and said that the agency will be coordinating with Bakersfield College to send eligible employees to test. Lisa added that the agency will cover the cost for the first test, but subsequent tests will be covered by the employee.

Maritza Jimenez inquired on what will occur if the employee continuously does not pass. Lisa McGranahan said the employee will not be eligible for additional compensation and there will be opportunity for further discussion with the employee to address any issues.

Maritza Jimenez asked if the agency is considering the first level of certification. Lisa McGranahan responded that the if the client base requires more bilingual interaction, the agency will look at each case and justify them accordingly.

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

f. Head Start Personnel Update – Robert Espinoza, PDM Administrator – ***Info Item***

Robert Espinoza presented the above item as an informational item.

Maritza Jimenez asked if Head Start is working with any internships. Robert Espinoza responded that the team is in partnership with Bakersfield College and others to get potential teachers onboarded.

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

Lisa McGranahan presented the above info item and provided an update on the progress made with Goal 4 of the 2021-2025 Strategic Plan.

5. **Committee Member Comments**

- Jonathan Mullings – Thank you for the great report and work being done.
- Joe Garcia – No comment
- Maritza Jimenez – Thank you for all the team does and to Paula for the job well done.
- Nila Hogan – No comment.

6. Next Scheduled Meeting

Personnel & Affirmative Action Committee
12:00 pm
September 7, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:53 pm.



MEMORANDUM

To: Personnel Committee

From: Pritika Ram, Chief Business Development Officer

Date: August 3, 2022

Subject: *Agenda Items 4(a): Executive Division Revised Organizational Structure* –
Action Item

Under the Executive Division, the department operates the fund development and grant writing services. This service is primarily offered to internal programs within the agency, however, through our many partnership and collaborative relationships, the agency leverages resources with external entities through a lead and supportive assignment. Over the years, the volume and complexity of grants have increased as demonstrated by our monthly Application Status & Funding Profile reports during the Program Review & Evaluation (PRE) Committee. Additionally, staff are assigned tasks around project management, program design, and special projects that require attention to detail, ability to learn new skills, including strategic planning, electronic interagency referrals, and implementing continuous improvement models and data reporting.

During the April 2022 Personnel Committee¹, the Human Resources Director provided an analysis of the highest voluntary turnover by position and the Senior Community Development Specialist had a turnover rate of 116.61%.

In January 2022, with an effective date of 03/01/2022, staff entered a contract for services with two grant writing firms with targeted scopes of work (i.e., food insecurity assessment and youth center opportunities). However, there continues to be grant opportunities and projects that cannot be assigned to the contractors due to capacity, out of scope, response time, and budget.

Currently, there is one job description under the Division, the Senior Community Development Specialist, with 2.0 FTE assigned, and the position has limited-to-no growth professionally and financially mainly due to the non-competitive rate of pay and single job description. The proposed change would allow a pathway for enhanced skill development and upward mobility within the Division and agency.

Revised and New Positions

- **Grant Administrator** (Grade 12) This was an existing position with the prior Community Development Division. This revision excludes references to marketing and outreach and incorporates a high degree of comprehensive grant facilitation and development of large-scale, multi-disciplinary projects.
- **Senior Community Development Specialist** (Grade 9) was divided into Tiers I and II, which is aligned with other job descriptions within the agency.

¹ [Personnel-Committee-Agenda-4-6-22-2.pdf \(capk.org\)](#)

- **Senior Community Development Specialist II** (Grade 11) is responsible for supporting CAPK programs and initiatives through proposal writing and research projects with three to five (3 – 5) years of progressive responsibility for administrative/program management experience and demonstrated two-to-three (2-3) years of experience in proposal/report writing and research projects.
- **Senior Community Development Specialist I** (Grade 10) allow for entry level experience and/or education on grant and proposal development with one-to-three (1 – 3) years of progressive responsibility for administrative and design experience and demonstrated one-to-two (1-2) years of experience in proposal/report writing and research projects.

Strategic Plan and Development

As part of the 2021-25 Strategic Plan, specifically under Goal 4: *CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results*, and as part of following objectives, the proposal supports staff development, growth, and retention:

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

In conjunction with the proposed service line changes, the Division will be changed from Executive to Community Development, which subsequently will prompt a change to the existing title to be addressed shortly after approval.

Fiscal Impact and Timeframe

The proposed reorganization would result in a fiscal increase to Indirect funds of approximately \$2,628 for the duration of the fiscal year (ending 02/28/2023) and \$35,408 annually. Once this is Board approved, the Executive Division would immediately implement these changes and begin recruiting for the new positions.

Recommendation:

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

Attachments:

Organizational Chart

Job Descriptions:

Grant Administrator

Senior Community Development Specialist I

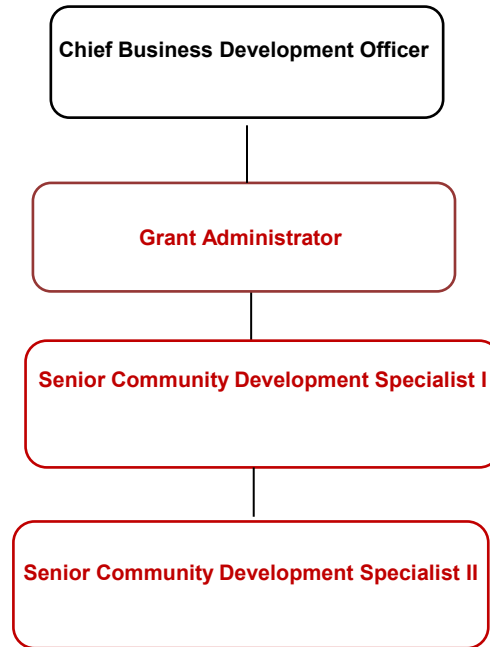
Senior Community Development Specialist II

Executive Division
Grant Service Line
Current



Community Development Division

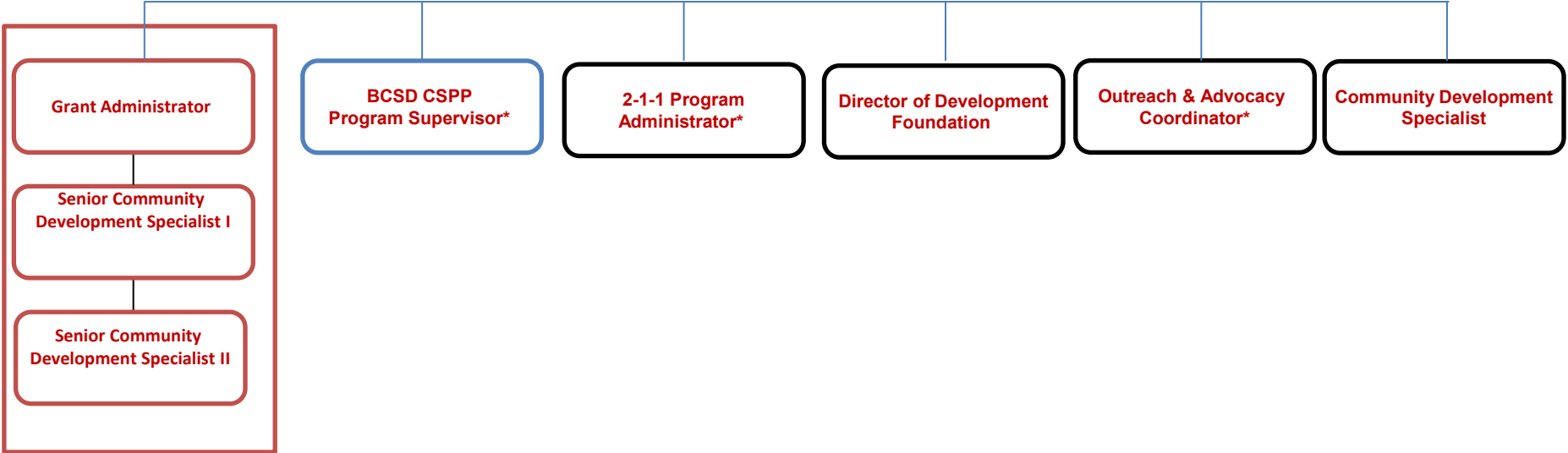
Grant Service Line Proposed



Community Development Division *Proposed*



Chief Business Development Officer



*Additional Staff

COMMUNITY ACTION PARTNERSHIP OF KERN Grant Administrator

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

Salary Range: Grade 12 **FLSA Status:** Exempt **Date Approved:** 08/24/2022

SUMMARY:

The Grant Administrator provides robust and comprehensive grants facilitation services including support for all aspects of development of largescale, multi-disciplinary projects. Responsible for managing proposal preparation and/or post award activities on grants, contracts, and program projects. Coordinate research to support program expansion and development, lead community needs assessments and agency surveys, and agency level initiatives.

SUPERVISION RECEIVED:

Receives supervision from the Chief Business Development Officer.

SUPERVISION EXERCISED:

Senior Community Development Specialist I
Senior Community Development Specialist II

DUTIES AND RESPONSIBILITIES:

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

A. Essential Job Specific Duties:

- Identify quality funding prospects, including corporate, foundation, and government grants.
- Project management skills; management of multiple grant applications and staff members concurrently.
- Allocate funds to support unrestricted operating revenue.
- Work with Directors and Managers to identify and prioritize program needs and match with appropriate funding opportunities.
- Assign staff to complete funding proposals, project reports and evaluations.
- Assign staff to assist in applications for renewed funding for existing contracts and programs. Coordinate research to support program expansion and development, and lead community needs assessments and agency surveys.
- Draft proposals to expand CAPK's mission through special projects, such as a incubator, job training, asset accumulation, and housing initiatives.
- Oversee administration of the Community Services Block Grant contract, including Organizational Standards, ROMA, and the Community Action Plan.
- Work with key CAPK staff to establish a timeline and meet objectives identified in the CAPK Strategic Plan

Grant Administrator

- Provide staff with one-on-one support to utilize and update Grants Management System.
- Identify training opportunities for direct reports.
- Develop a strong network by fostering good relationships with community members, and key staff/board members at funding institutions, government entities, and local non-profits.
- Draft, negotiate, and execute contracts and subaward agreements.
- Support program staff with non-competing continuations, progress reports, supplements, no-cost extensions and all other award and agreement modifications as needed.
- Reviews staff's narrative and budgets to determine accuracy and compliance.
- Represent CAPK at key events and conferences, making speeches or presentations when required.
- Collaborate with the Finance Department to ensure that proposed costs deemed reasonable, allowable, and allocable in accordance with applicable regulations.
- Propose programs that utilize a cost allocation methodology to ensure that programs receive a fair and equitable share of costs per expense type.
- Develop and communicate reports supporting project status that includes effective forecasting on funding opportunities.
- Assists leadership team in developing and implementing plans for the operational infrastructure of systems, process improvements, and personnel to achieve strategic goals and administrative objectives of the agency.

B. Other Job Specific Duties:

- Other duties and special projects as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Fundraising and grant writing
- Research methods, program design, and evaluation tools
- Effective communication strategies
- Project management and working across stakeholders
- Supervision, evaluation, and training of staff
- Excellent written and verbal communication skills, including public speaking

Ability to:

- Prioritize, stay organized, and manage deadlines in fast-paced environment
- Lead a team of staff with diverse skills and backgrounds
- Establish strong working relationships with other CAPK staff
- Communicate respectfully and effectively with CAPK clients, external stakeholders, media, and the public

EDUCATION AND EXPERIENCE:

Grant Administrator

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

- Master's degree: MPA or MPH preferred
- Five (5) years of progressive and related experience in a management position, overseeing fundraising, research, and program development
- Experience in a non-profit or government agency is desirable, including familiarity with grant writing, and community development

OTHER REQUIREMENTS:

- Possession of a valid California Driver's License and State automobile insurance, and acceptable driving record substantiated by a DMV printout
- Completion of a physical and substance abuse screening upon offer of employment
- Must be fingerprinted and pass pre-employment background check

WORK ENVIRONMENT:

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

- Remote work options are available as approved by direct supervisor
- Work is primarily performed indoors.
- Noise level is quiet to moderately quiet.
- Hazards are minimal.



Senior Community Development Specialist I

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

Salary Range: Grade 10 **FLSA Status:** Exempt

Date Approved: 08/24/2022

SUMMARY:

Under the general direction of the Grant Administrator, responsible for supporting CAPK programs and initiatives through proposal writing and research projects. Works in coordination with the Community Development Specialists.

SUPERVISION RECEIVED:

Receives supervision from the Grant Administrator.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Identify and pursue appropriate sources of small to mid-level funding in support of CAPK goals, objectives, and programs.
- Work with individual program in fund development proposals, budget, and program monitoring.
- Conduct and/or assist with Agency and community needs assessments and analyses, including annual surveys, Community Services Block Grant (CSBG) Community Action Plan, and Program specific needs Assessment.
- Conduct research and prepare reports, GIS maps, PowerPoint presentations, slides and other resources as needed.
- Participate in the development, monitoring, or updating of the CAPK Strategic Plan.
- Assist in resource and outreach efforts as directed as well as program fundraising initiatives and capital campaigns.
- Assist in making presentations on behalf of the Agency to the Board of Directors, collaborative partners, and the public.

Other Job Specific Duties:

- Attend all meetings, trainings, events, and conferences/trainings as assigned
- Work alternative hours as required, including evenings and weekends.
- Maintain a safe and functional work environment.
- Other duties and special projects as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Principles and practices of program development, project management, budgeting, research methods, and strategic planning.
- Computers and basic software applications, including Microsoft Outlook, Word, Excel, and PowerPoint.
- Standard written English, including word choice, word order, punctuation, and spelling.
- Standard office procedures.
- Basic accounting principles.

Ability to:

- Organize and prioritize workload to meet deadlines.
- Communicate respectfully and effectively with all levels of staff.
- Write compelling and effective grant proposals, reports, and correspondence.
- Develop effective programs, incorporating thorough research and program input.
- Establish and maintain professional working relationships with CAPK clients, local elected officials, and funding sources.
- Speak clearly and effectively in public to a variety of audiences.
- Read and comprehend complex documents, including legislative analyses and government regulations.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree desirable
- One to three (1 – 3) years of progressively responsible administrative and design experience.
- Demonstrated one to two (1-2) years of experience in proposal/report writing and research projects.
- Any equivalent combination of related education and/or experience may be acceptable.

OTHER REQUIREMENTS:

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

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

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

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



Senior Community Development Specialist II

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

Salary Range: Grade 11 **FLSA Status:** Exempt **Date Approved:** 08/24/2022

SUMMARY:

Under the general direction of the Grant Administrator, responsible for supporting CAPK programs and initiatives through proposal writing and research projects. Works in coordination with the Community Development Specialists.

SUPERVISION RECEIVED:

Receives supervision from the Grant Administrator.

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Identify and pursue appropriate sources of mid to elevated level funding in support of CAPK goals, objectives, and programs.
- Work with individual programs in fund development proposals, budget, and program monitoring.
- Conducts research on evidence-based practices to support staff in the development of a new program design or intervention.
- Creates evaluation-based templates, pre and post surveys, to support data and quality driven programs.
- Conduct and/or assist with Agency and community needs assessments and analyses, including annual surveys, Community Services Block Grant (CSBG) Community Action Plan, and Program specific needs Assessment.
- Conduct research and prepare reports, GIS maps, PowerPoint presentations, slides and other resources as needed.
- Participate in the development, monitoring, or updating of the CAPK Strategic Plan.
- Assist in resource and outreach efforts as directed as well as program fundraising initiatives and capital campaigns.
- Conduct presentations on behalf of the Agency to the Board of Directors, collaborative partners, and the public.
- Develop a strong network by fostering good relationships with community members and local non-profits.

Other Job Specific Duties:

- Attend all meetings, trainings, events, and conferences/trainings as assigned
- Work alternative hours as required, including evenings and weekends.
- Maintain a safe and functional work environment.
- Other duties and special projects as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Principles and practices of program development, project management, budgeting, research methods, and strategic planning.
- Computers and basic software applications, including Microsoft Outlook, Word, Excel, and PowerPoint.
- Standard written English, including word choice, word order, punctuation, and spelling.
- Standard office procedures.
- Basic accounting principles.

Ability to:

- Organize and prioritize workload to meet deadlines.
- Communicate respectfully and effectively with all levels of staff.
- Write compelling and effective grant proposals, reports, and correspondence.
- Develop effective programs, incorporating thorough research and program input.
- Establish and maintain professional working relationships with CAPK clients, local elected officials, and funding sources.
- Speak clearly and effectively in public to a variety of audiences.
- Read and comprehend complex documents, including legislative analyses and government regulations.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree required
- Three to five (3 – 5) years of progressively responsible administrative/program management experience.
- Demonstrated two to three (2-3) years of experience in proposal/report writing and research projects.
- Any equivalent combination of related education and/or experience may be acceptable.

OTHER REQUIREMENTS:

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

WORK ENVIRONMENT:

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

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

ESSENTIAL PHYSICAL DEMANDS:

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

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

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



MEMORANDUM

To: Personnel Committee

From: Laura Porta, Migrant Childcare Program Administrator

Date: August 3, 2022

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

The CAPK Migrant Childcare Program (MCAP) received a substantial increase in funding to the current contract amount. MCAP's contract amount increased by \$17.8 million dollars for a total contract amount of \$27.4 million. This increase in funding requires that the program hire additional staff members to support this growth and be able to manage the influx of family enrollments, childcare provider reimbursements, and the increased need for quality assurance monitoring and compliance verification assistance.

In April 2022, MCAP staff met with Human Resources (HR) to discuss the needs of the program, and this led to the creation of a new MCAP Quality Assurance Coordinator position, a Quality Assurance Technician position, and the need to add twelve additional specialist positions (six Family Specialists and six Reimbursements Specialist) to MCAP's organizational chart. HR staff has reviewed, pointed, and graded the new job descriptions and both are being presented to the Committee for approval. HR staff determined the Quality Assurance Coordinator to be a grade 9 and the Quality Assurance Technician to be a grade 5. Funding for these positions is included in the current FY 2022-2023 revised contract amount for CAPK MCAP from the California Department of Social Services (CDSS). The impact on the CAPK MCAP budget is projected to be sustainable.

The presented job descriptions align with the current CAPK Strategic Goal #4: CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results. It also supports the sustainability of CAPK MCAP Program growth. The next step will be the approval of the revised MCAP Organizational Chart and the job descriptions for the Quality Assurance Coordinator and the Quality Assurance Technician.

Recommendation:

Staff Recommends approval of the updated CAPK MCAP Organizational Chart and the job descriptions for the Quality Assurance Coordinator and The Quality Assurance Technician.

Attachments:

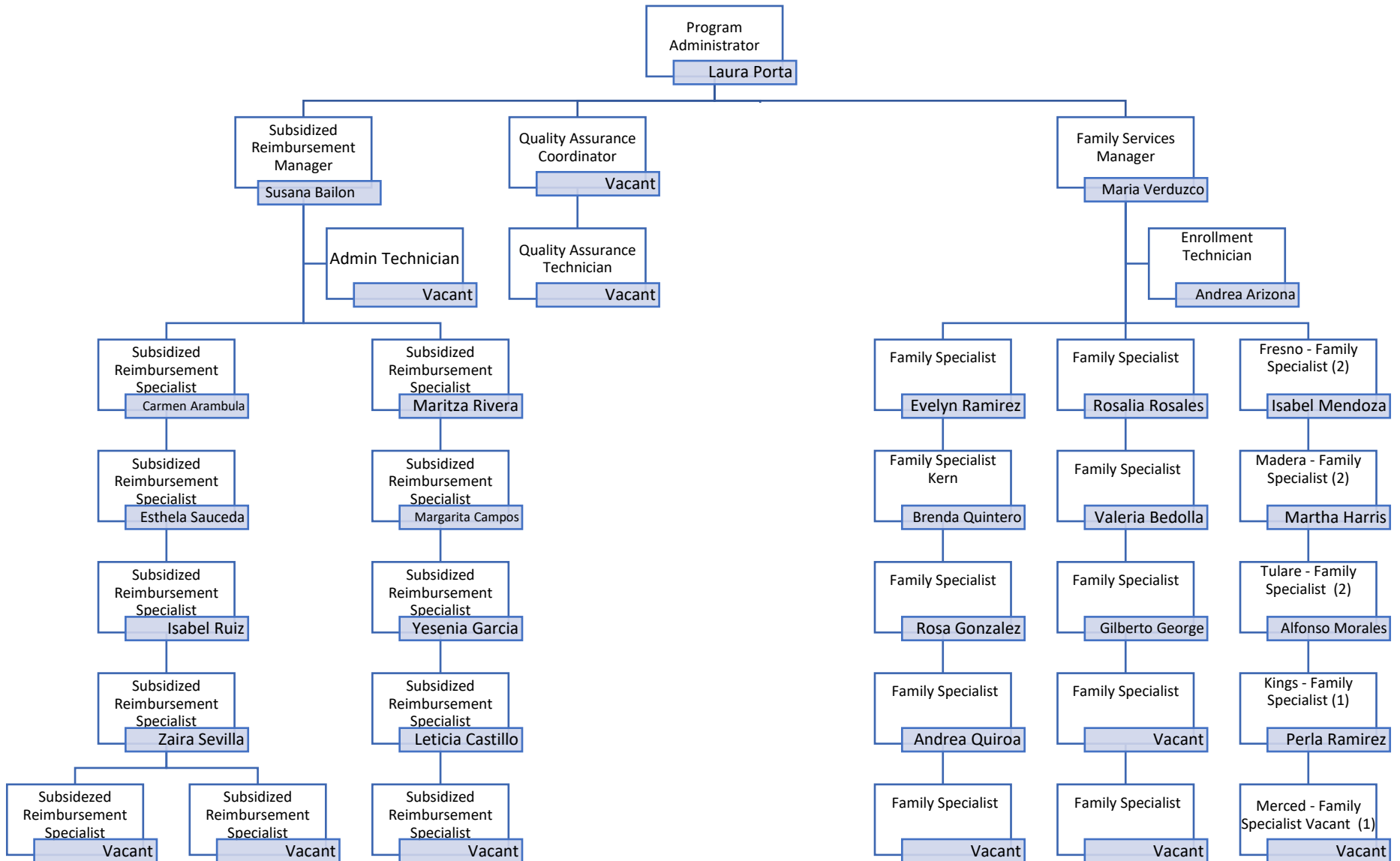
Migrant Childcare Program Organizational Chart
MCAP Quality Assurance Coordinator
MCAP Quality Assurance Technician



Migrant Childcare Alternative Payment Program (MCAP)

Division: Health & Nutrition

Director: Susana Magana



Revised July 22



Migrant Childcare (MCAP) Quality Assurance Coordinator

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 9 **FLSA Status:** Non-Exempt **Date Approved:**

SUMMARY:

Under the general direction of the MCAP Program Administrator, the Quality Assurance Manager is responsible for the general development and implementation of MCAP's quality assurance and monitoring compliance activities. This includes monthly program compliance reviews, annual auditing, staff training, and ongoing program self-assessments. The ongoing quality and compliance monitoring process must maintain compliance with applicable CMAP contract requirements, Title V state regulations, DSS directive, The State Contract Monitoring Review process, Community Care Licensing, federal and state regulations, and program policies, procedures, and best practices.

SUPERVISION RECEIVED

Program Administrator

SUPERVISION EXERCISED:

Quality Assurance Technician

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Responsible to develop, implement, and maintain an effective monitoring system, including appropriate monitoring processes, reports, checklists, and monitoring schedules.
- Responsible to develop and implement a comprehensive system for on-going monitoring, audit, data analysis, and evaluation of all program service areas (Merced, Madera, Kings, Fresno, Tulare, and Kern County) in consultation with key staff.
- Responsible for the ongoing review of family files, provider files, and provider reimbursements processed to verify quality delivery of services, and program compliance with all regulatory requirements and MCAP's program policies and procedures.
- Responsible to provide staff training, and development, including coaching, mentoring, and evaluation of staff's assigned workload for quality and compliance verification.
- Responsible for communicating review findings to Program Administrator and working directly with supervisors and staff to implement corrective actions of audit findings.

- Responsible for the ongoing /monthly state reporting of total served children and subsidized providers.
- Responsible for compiling yearly reporting data for CSBG and agency annual report.
- Responsible for coordinating and participating in the programs annual Self-Assessment process, ensuring compliance, completeness, and timely submission of MCAP's review.
- Responsible to conduct and coordinate annual audits, funding source regulatory audits, and monitoring visits to childcare providers and families as necessary.
- Contributes to the development, monitoring, implementation and evaluation of program policies and procedures and assists with developing short-range and long-range goals and program objectives.

Other Job Specific Duties:

- Participates and conducts meetings, trainings, and professional growth activities.
- 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 the MCAP program.
- Performs other like duties as assigned

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Current problems of socially and economically challenged families.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Principles and practices of administration, budgeting, fiscal oversight, and project management.
- Federal, state, and local programs, laws, and regulations pertaining to the operation of the program.

Ability to:

- Demonstrate good interpersonal skills.
- Work with accuracy and attention to detail.
- Gather and analyze data.
- Establish and maintain effective working relationships, internally and externally.
- Strong problem-solving skills.
- Communicate effectively, verbally and in writing.
- Attend evening and weekend meetings.
- Effectively present findings and implement correction plans accordingly.
- Establish professional working relationships.
- Work independently while managing competing demands.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree from an accredited college or university. Experience may be considered on a year per year basis for education.
- One (1) year of progressive administrative/management experience with emphasis in social services, public administration, child development, or related field.
- Comprehensive knowledge of regulations governing the administration of an alternative payment program or related child development /federal and state programs desirable.
- One (1) year staff supervisory experience.

OTHER REQUIREMENTS:

- Must have strong attention to detail and organizational skills.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and pas pre-employment background check.
- **Bilingual language fluency (English/Spanish) required.**
- 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.

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		



Migrant Childcare (MCAP) Quality Assurance Technician

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

Salary Range: Grade 5 **FLSA Status:** Non-Exempt **Date Approved:**

SUMMARY:

Under the supervision of the Quality Assurance Coordinator, the Quality Assurance Technician is responsible for supporting MCAP's quality assurance and monitoring compliance activities. This includes assisting in the monthly program compliance reviews, annual auditing, and ongoing file reviews to verify program compliance with all applicable requirements.

SUPERVISION RECEIVED

Quality Assurance Coordinator

SUPERVISION EXERCISED:

None

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- In conjunction with the Quality Assurance Coordinator, supports quality assurance program activities.
- Assists in the development of reports, forms, checklists, and audit tools to effectively evaluate and document program's quality assurance efforts.
- Prepares and assists with program reports and data collection.
- Assists in the review of family files and reimbursement records and reports for accuracy and completeness.
- Supports the outreach and recruitment activities for the Migrant Childcare Program.
- Demonstrates an understanding and ability to use a range of current and modern job-related equipment, computer hardware, software applications, and best practices, and maintains records and database information.
- Assists in the comprehensive compliance evaluation and on-going monitoring, audit, data analysis, and evaluation for all program service areas (Merced, Madera, Kings, Fresno, Tulare, and Kern County) in consultation with key staff.
- Provides technical assistance and insight in the development of appropriate training programs based on review findings.
- Participates in trainings, and professional development activities as assigned.

- Performs reception function, including but not limited to, answering a multiline telephone, routing calls, and taking messages in a tactful and courteous manner.
- Assists in identifying key areas of training needs, based on review findings, and collected data.
- Assists the Quality Assurance Coordinator to compile data used for CSBG and agency annual reports.

Other Job Specific Duties:

- Participates in meetings, trainings, and professional growth activities.
- 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 the MCAP program.
- Performs other like duties as assigned

MINIMUM QUALIFICATIONS:

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

Knowledge of:

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

Ability to:

- Demonstrate good interpersonal skills.
- Work with accuracy and attention to detail.
- Gather and analyze data.
- Establish and maintain effective working relationships, internally and externally.
- Strong problem-solving skills, and attention to detail.
- Communicate effectively, verbally and in writing.
- Attend evening and weekend meetings.
- Effectively present programs information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Work independently while managing competing demands.

EDUCATION AND EXPERIENCE:

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

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

OTHER REQUIREMENTS:

- Must have strong attention to detail and organizational skills.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and pass pre-employment background check.
- **Bilingual language fluency (English/Spanish) required.**
- 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.

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

Laura Porta

From: Laura Porta, Migrant Childcare Program Administrator

Date: August 3, 2022

Subject: *Agenda Item 4(c)*: Reclassification of Program Coordinator Job Descriptions and Change of Job Tiles. – **Action Item**

In April 2022, The Migrant Childcare Program (MCAP) administration conducted an exhaustive review of the program's Family Services Coordinator and Subsidized Reimbursement Coordinator job descriptions. This review resulted in changes to the current job descriptions to better reflect the current and ongoing responsibilities, the level of complexity, and the level of decision autonomy. The revisions require a reclassification of both coordinator positions from Program Coordinators to Family Services Manager and Subsidized Reimbursement Manager, accordingly, to better reflect the level of responsibility and programmatic impact of these positions on the MCAP Program.

Human Resources (HR) has reviewed, graded, and pointed the updated job descriptions and both are being presented to the Committee for approval. HR staff determined the Family Services Manager and the Subsidized Reimbursement Manager positions to be a grade 11, and with merit to be reclassified from hourly to exempt positions. Funding for this change is included in the current FY 2022-2023 contract for CAPK MCAP from the California Department of Social Services (CDSS). The impact on the CAPK MCAP budget is projected to be sustainable.

The updated job descriptions coincide with the CAPK Strategic Goal #4: CAPK seeks to be an employer of choice and attract and retain a high-quality workforce to achieve the organization's desired results, which will give the program more engaged staff and better retention. This is an ongoing project to revise all job descriptions of the CAPK MCAP program to help curve the high turnover rate. The next step will be the approval of the attached job descriptions and salary grade and range for the revised Family Services Manager and Subsidized Reimbursement Manager position.

Recommendation:

Staff Recommends approval of the reclassification of CAPK MCAP Family Services Manager and CAPK MCAP Subsidized Reimbursement Manager job descriptions, salary grade, range, and the change of job titles.

Attachments:

MCAP Family Services Manager Job Description

MCAP Subsidized Reimbursement Manger Job Description



Migrant Childcare (MCAP) Family Services Manager

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

Salary Range: Grade 11

FLSA Status: Exempt

Date

Approved: SUMMARY:

Under the general direction of the MCAP Program Administrator, the Family Services Manager is responsible for providing leadership and supervision to the Family Services Department. This includes managing the supervision of staff, quality of work verification and implementation of a through community outreach plan, in six (6) different counties in the Central Valley. The primary responsibilities include policy and procedure development and implementation, strategic leadership to attain program enrollment goals, employee performance management, onboarding, training, and development of staff. Supervise accurate record keeping, data collection, assist with program reporting requirements and Fraud Prevention Protocols, in accordance with State regulations and program policies and procedures.

SUPERVISION RECEIVED

Program Administrator

SUPERVISION EXERCISED:

Family Services Specialist

Enrollment Technician

DUTIES AND RESPONSIBILITIES:

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

Essential Job Specific Duties:

- Responsible for the development and implementation of a comprehensive community outreach plan in the counties of Merced, Madera, Fresno, Tulare, Kings, and Kern to reach and enroll eligible migrant, agriculturally working families for childcare services.
- Responsible for the direct supervision, training, and development of 10-13 direct report staff members.
- Responsible for ensuring the Family Services Department reaches and maintains a fluctuating active enrollment total between 1,600 to 2,000 enrolled children, per month, as directed by the Program Administrator.
- Responsible for developing, implementing, and overseeing the program's waiting list process, in six counties, ensuring strict adherence to mandated enrollment priorities in accordance with State regulations and Program policies and procedures.
- Is assertive in the efforts to promote MCAP program services by participating in public program presentations, print media, television, and radio appearances, representing the program with integrity and professionalism.

- Provides cross-training, clarification, and guidance on implementation of new program requirements, updates, and training as needed.
- Effectively resolves conflict through clear communication, dialog, and mediation. This includes, personnel, and all program participants.
- Provide orientation, training, technical assistance, support, audits, evaluations and supervision of the Family Services Specialist and Enrollment Technician.
- Act as a liaison between the Migrant Childcare Alternative Payment Program, partner agencies, community representatives, participating families, and childcare providers.
- Provides key insight on the allocation of program resources, budgeting, and reporting.
- Responsible for preparing accurate, concise, and timely reports of program activities, enrollments, and budget expenditures as required.
- Attends meetings, trainings and conferences as required.
- Works alternate hours as required, including nights and weekends.
- Maintains a safe and functional work environment.
- Actively contributes to the development, planning and implementation of MCAP's quality assurance process, policy review, and program reporting.
- Perform any other like duties as assigned.

Other Job Specific Duties:

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

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Current problems of socially and economically challenged families.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Local public and private agency resources that provide services to children and families.
- Or experience in alternative payment childcare programs and case management procedures and practices.

Ability to:

- Ability to deal with conceptual matters
- Ability to plan, organize, allocate, and control substantial resources.
- Ability to communicate effectively
- Good interpersonal skills
- Effectively presents program information to the public.
- Establish professional working relationships with staff agencies and parents.
- Proficiently read, write, and speak Spanish as well as English.
- Ability to act as a leader and mentor to provide direction and support to staff.

- Plan, Develop, implement, and perform targeted outreach activities.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree from an accredited college or university in public administration, business management, social sciences, education administration, or related field. Experience may be considered on a year per year basis for education.
- Two (2) year of progressive administrative/management experience with emphasis in social services, public administration, child development, or related field.
- Two (2) years of experience staff supervising.
- Four (4) years' experience working in an administrative field with emphasis on case management.
- Comprehensive knowledge of regulations governing the administration of an alternative payment program or related child development /federal and state programs highly desirable.

OTHER REQUIREMENTS:

- Must have strong attention to detail and organizational skills.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and pas pre-employment background check.
- **Bilingual language fluency (English/Spanish) required.**
- 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.

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		



Migrant Childcare (MCAP) Subsidized Reimbursement Manager

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

Salary Range: Grade 11

FLSA Status: Exempt

Date

Approved: SUMMARY:

Under the general direction of the Program Administrator, the Subsidized Reimbursement Manager is responsible for providing leadership and supervision to the Subsidized Reimbursement Department. This includes management and supervision of staff, workload, and overseeing the effective and timely provider reimbursement process. And the active enrollment and the clearance process of eligible childcare providers mainly in the counties of Merced, Madera, Fresno, Kings, Tulare, and Kern, but inclusive of all counties in the State of California, in accordance with the CMAP contract requirements, State regulations and program policies and procedures.

SUPERVISION RECEIVED

Program Administrator

SUPERVISION EXERCISED:

Subsidized Reimbursement Specialist
Admin Clerk

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:

- Responsible for the development, implementation, and supervision of an efficient and through reimbursement process of over one million dollars, per month.
- Responsible for overseeing and coordinating the reimbursement calculation process of 1600-2000 attendance logs, monthly.
- Responsible for the development and implementation of an effective childcare provider clearance process to approve provider's participation quickly and accurately, in all counties in the State of California.
- Responsible for developing, implementing, and supervising the work of 8-9 direct report staff members.
- Responsible to provide orientation, training, technical assistance, support, audit, evaluation, and supervision to the Subsidized Reimbursement Department and other program personnel.

- Acts as a liaison between the MCAP program, the R&R agencies across the state, the childcare provider union, other partner agencies, and the fiscal division personnel on provider payment issues and tasks.
- Assists with the design, development, and maintenance of computerized management and information systems for reporting and record-keeping of provider payments.
- Responsible to implement and supervise adherence to strict policies of confidentiality to safeguard high volume of confidential data and information.
- Responsible to review provider payment determinations to ensure compliance with appropriate regulations and eligibility certification procedures.
- Responsible for maintaining through program records for compliance with reporting and auditing requirements.
- Oversees the training process of childcare providers, across the state, in the completion of required forms and documents as required by applicable regulations.
- Responsible for preparing accurate, concise, and timely reports of program monthly reimbursement totals, activities and budget expenditures as required.
- Provides key insight on the allocation of program resources, budgeting, and reporting.
- Actively participates in the Contract Monitoring Review process and in the completion of necessary state reporting requirements.
- Compiles and tabulates data for statistical analysis, projection of costs, and prepares other financial reports as required.
- Actively contributes to the development, planning and implementation of MCAP's quality assurance process, policy review, and program reporting.
- Coordinates, prepares, and assists the Program Administrator meet MCAP's reporting requirements, data collection, record keeping, program development, writing, and monitoring of compliance requirements, issues, and grant applications.

Other Job Specific Duties:

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

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Current problems of socially and economically challenged families.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Principles and practices of administration, budgeting, fiscal oversight, and project management.
- Federal, state, and local programs, laws, and regulations pertaining to the operation of the program.

Ability to:

- Deal with conceptual matters.
- Plan, organize, allocate, and control substantial resources.

- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Attend evening and weekend meetings.
- Effectively present program information to the public.
- Establish professional working relationships with staff, agencies, and parents.
- Act as a leader and mentor to provide direction and support to staff, partner organizations, and community members.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree from an accredited college or university in public administration, business management, social sciences, education administration, or related field. Experience may be considered on a year per year basis for education.
- Two (2) year of progressive administrative/management experience with emphasis in social services, public administration, child development, or related field.
- Two (2) years of experience staff supervising.
- Four (4) years' experience working in an administrative field with emphasis on case management.
- Comprehensive knowledge of regulations governing the administration of an alternative payment program or related child development /federal and state programs highly desirable.

OTHER REQUIREMENTS:

- Must have strong attention to detail and organizational skills.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Must be fingerprinted and pas pre-employment background check.
- **Bilingual language fluency (English/Spanish) required.**
- 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.

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: Sylvia Ortega, Quality Assurance Administrator

Date: August 3, 2022

Subject: *Agenda Item 4(d): Head Start Job Descriptions – Action Item*

On June 29, 2022, the CAPK Board of Directors approved the renewed SEIU agreement. The Board approved the Aide and FSW job descriptions and revisions to the Teacher and Assistant Teachers were discussed, but not ready for approval. Since that meeting, program staff, in consultation with Human Resources, finalized the Teacher and Assistant Teacher job descriptions for approval.

The revised job descriptions also reflect the consolidation efforts since the HS/EHS grants were combined. Included in this presentation are the Head Start Teacher, Early Head Start Teacher, Head Start Assistant Teacher and Early Head Start Assistant Teacher job descriptions. The most significant revisions to the Teacher job descriptions include a 3-tiered pay scale based on the level of education, as approved in the SEIU contract; and the addition of incremental pay steps 1-3 to the Assistant Teacher positions. These job descriptions, as revised, will support teaching staff in both Kern and San Joaquin counties, as well as meet the requirements within the SEIU Contract.

Recommendation:

Staff recommends the Committee approve the Head Start / Early Head Start Teacher & Assistant Teacher job descriptions as revised.

Attachments:

Head Start Teacher Job Description

Early Head Start Teacher Job Description

Head Start Assistant Teacher Job Description

Early Head Start Assistant Teacher Job Description



Head Start Teacher (Pre-School)

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: Permit – Step 1

Associate degree – Step 1-5

Bachelors Degree – Step 1-8

FLSA Status: Non-Exempt

Date Approved:

SUMMARY:

The HS Teacher is responsible for the respectful care, active supervision, development, and instruction of Pre-School in a child development program in accordance with approved curriculum, Head Start policies, philosophy, and OHS Performance Standards. The HS Teacher must be an appropriate role model for staff, parents, and children. The HS Teacher is responsible for exhibiting respectful communication, problem solving, and priority setting skills as well as maintaining an overall positive attitude. The HS Teacher must be capable of writing clearly and maintaining current documentation for each child.

SUPERVISION RECEIVED:

Receives supervision from the Site Supervisor I/II.

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:

- Implements a quality curriculum that meets school readiness goals and the physical, social, emotional, intellectual, health, and nutritional needs of each child.
- Teachers will observe, collect, and analyze individual and group data.
- Responsible for setting up the indoor and outdoor environment, ensuring the physical environment is clean, safe, inviting, and meets ERS standards, is stimulating and conducive to learning, is respectful of the children's cultures and ethnic diversity, and reflects the needs of the children served, and meets all safety standards established by the program and complies with state and federal regulations.
- Implements the CLASS domains as required.
- Ensures the screening of each child's development is completed within mandated timelines. Assesses the educational, visual motor integration, language and speech development, fine and gross motor skills, and provides referrals to professional experts, as necessary.
- Implements individualized education plans specifying developmental goals and activities.

Make appropriate adaptations as needed, in both the indoor and outdoor environments, including children with disabilities.

- Implements diversity, inclusion, and belonging strategies using the cultural and linguistic approach to school readiness.
- Ensures that all education aspects of the health, nutrition, mental health, safety, diversity, and cultural awareness are integrated into the class activities.
- Ensures a variety of strategies to promote and support children's learning and development using informal and formal observations, on-going assessments, and documentation of progress, which are maintained in portfolios for each child.
- Creates a well-organized, clean, and developmentally appropriate classroom where children feel comfortable and secure (e.g., toys and materials are properly labeled, etc.).
- Interacts with and actively supervises children at all times.
- Maintains ratios at all times per Community Care Licensing and Head Start Program Performance Standards.
- Responsible for diapering and toileting training per Community Care Licensing and Head Start Program Performance Standards.
- Provides activities and opportunities that encourage curiosity, exploration, and problem solving appropriate to the development levels and learning styles of the children.
- Models positive teacher/child and teacher/parent interactions and encourages family involvement in the program
- Demonstrate competencies to provide effective and nurturing teacher-child interactions, plan and implement learning experiences that ensure effective curriculum implementation and use screenings and assessments to promote children's progress across the standards, including children with disabilities and dual language learners.
- Uses space, relationships, materials, and routines as resources for constructing an interesting, secure, nurturing environment that encourages play, exploration, and learning.
- Conducts a minimum of two (2) home visits each year with families to participate in the development of children
- Conducts required parent-teacher conferences to discuss the child's development, plan goals, and action steps for home and school.
- Collaborates with families, schools or other appropriate agencies to ensure children's successful transition.
- Maintains confidentiality of records and information on children and families.
- Works in cooperation with Mentor Coaches and support services staff to implement strategies, techniques, and/or recommendations.
- Participates and collaborates in the BIR (Behavior Information Report) process with Site Supervisor, teaching staff, support staff and families for children exhibiting concerns and/or challenging behaviors.
- Reports all child injuries, unusual incidents, and inappropriate behavior of staff, parents, and/or on-site consultants to the appropriate supervisor.
- Maintains compliance with universal precautions in the classroom, during home visits, and when administering first aid.
- Follows procedures as a Mandated Reporter to report suspected child abuse/neglect and ensures compliance.
- In collaboration with disabilities staff, Part 303 (Part C) of Individuals with Disabilities Education Act (IDEA) and Local Education Agencies (LEA) to ensure the delivery of services to any disabled child in accordance with the goals and objectives of the child's Individualized Education Plan (IEP).
- Adheres to the Americans with Disabilities Act (ADA 1992), which prohibits discriminatory actions towards children and/or adults with disabilities.
- Conducts monthly fire and emergency drills.
- Is proactive with other center staff, for working with parents to generate sufficient in-kind to

- meet the monthly center and program goals.
- Collaborates with families, schools or other appropriate agencies to ensure successful kindergarten transition.
- May be temporarily re-assigned to provide support at other centers as needed.
- Performs other like duties as assigned.

Other Job Specific Duties:

- Available to work additional hours, as needed, to support staffing ratios.
- Works alternative hours as required, including nights and weekends.
- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.
- Is proactive in the effort to recruit and enroll families.
- Performs other tasks as may be required for the efficient operation of the comprehensive, integrated program.
- Participate in video recording as required to help improve teacher/child interactions.
- Assists in adult/child ratio as needed, including rotating between classrooms or centers.
- Assists in the accurate completion of meal count and sign-in and out sheets.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Correspondence and report writing practices and procedures.
- Current trends of culturally diverse families
-
- Modern office practices, methods, procedures, and equipment, including computers.

Ability to:

- Work as a positive team member.
- Demonstrate good interpersonal skills
- Effectively present CAPK program services information to the public.
- Maintain professional working relationships with staff, agencies, and families.
- Reasonably obtain knowledge of applicable federal, state, and local laws, codes, and regulations and agency and departmental policies and procedures.
- Communicate effectively, verbally and in writing.
- Plan, organize, allocate, and control resources.

EDUCATION AND EXPERIENCE:

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

Permit Salary Range

- Must possess a valid Associate Teacher Permit or higher to meet standards established by California Commission on Teacher Credentialing.
- Six (6) months experience working in a state or federally funded childcare program is desirable.

Associate Degree Salary Range

- Must possess an Associate Degree from an accredited college or university in early childhood education or related field.

- Must possess a valid Associate Teacher Permit or higher to meet standards established by California Commission on Teacher Credentialing.
- Six (6) months experience working in a state or federally funded childcare program is desirable.

Bachelor Degree Salary Range

- Must possess a valid Teacher Permit or higher to meet standards established by California Commission on Teacher Credentialing.
- A Bachelor's degree from any accredited college or university, with a major in one of the following disciplines: Early Childhood Development, Education, Human Development, or related field required.
- Six (6) months experience working in a state or federally funded childcare program is desirable.

OTHER REQUIREMENTS:

- Must be fingerprinted, if required by funding source or state licensing, and have such records filed with the State Department of Social Services, Community Care Licensing.
- Must have a current Pediatric First Aid/CPR certificate or will obtain one within 90 days of employment and ensure certificate remains current.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Bilingual language fluency (Spanish/English) highly desirable.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

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 varies.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Head Start Teacher				
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		



Early Head Start Teacher (Infant/Toddler)

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: Permit – Step 1
Associate degree – Step 1-5
Bachelors Degree – Step 1-8

FLSA Status: Non-Exempt

Date Approved:

SUMMARY:

The EHS Teacher is responsible for the respectful care, active supervision, development, and instruction of infants and/or toddlers in a child development program in accordance with approved curriculum, Early Head Start policies, philosophy, and OHS Performance Standards. The EHS Teacher must be an appropriate role model for staff, parents, and children. The EHS Teacher is responsible for exhibiting respectful communication, problem solving, and priority setting skills as well as maintaining an overall positive attitude. The EHS Teacher must be capable of writing clearly and maintaining current documentation for each child.

SUPERVISION RECEIVED:

Receives supervision from the Site Supervisor I/II.

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:

- Implements a quality curriculum that meets school readiness goals and the physical, social, emotional, intellectual, health, and nutritional needs of each child.
- Teachers will observe, collect, and analyze individual and group data.
- Responsible for setting up the indoor and outdoor environment, ensuring the physical environment is clean, safe, inviting, and meets ERS standards, is stimulating and conducive to learning, is respectful of the children's cultures and ethnic diversity, and reflects the needs of the children served, and meets all safety standards established by the program and complies with state and federal regulations.
- Implements the CLASS domains as required.
- Ensures the screening of each child's development is completed within mandated timelines. Assesses the educational, visual motor integration, language and speech development, fine and gross motor skills, and provides referrals to professional experts, as necessary.
- Implements individualized education plans specifying developmental goals and activities. Make appropriate adaptations as needed, in both the indoor and outdoor environments,

including children with disabilities.

- Implements diversity, inclusion, and belonging strategies using the cultural and linguistic approach to school readiness.
- Ensures that all education aspects of the health, nutrition, mental health, safety, diversity, and cultural awareness are integrated into the class activities.
- Ensures a variety of strategies to promote and support children's learning and development using informal and formal observations, on-going assessments, and documentation of progress, which are maintained in portfolios for each child.
- Creates a well-organized, clean, and developmentally appropriate classroom where children feel comfortable and secure (e.g., toys and materials are properly labeled, etc.).
- Interacts with and actively supervises children at all times.
- Maintains ratios at all times per Community Care Licensing and Head Start Program Performance Standards.
- Changes diapers as needed, and assists with toilet training techniques per Community Care Licensing and Head Start Program Performance Standards.
- Provides activities and opportunities that encourage curiosity, exploration, and problem solving appropriate to the development levels and learning styles of the children.
- Models positive teacher/child and teacher/parent interactions and encourages family involvement in the program
- Demonstrate competencies to provide effective and nurturing teacher-child interactions, plan and implement learning experiences that ensure effective curriculum implementation, and use screenings and assessments to promote children's progress across the standards, including children with disabilities and dual language learners.
- Uses space, relationships, materials, and routines as resources for constructing an interesting, secure, nurturing environment that encourages play, exploration, and learning.
- Uses respectful care to respond quickly to infant's cries or calls of distress, recognizing that crying and body movements are an infant's only way to communicate.
- Conducts a minimum of two (2) home visits each year with families to participate in the development of children.
- Conducts required parent-teacher conferences to discuss the child's development, plan goals, and action steps for home and school.
- Collaborates with families, schools or other appropriate agencies to ensure children's successful transition.
- Maintains confidentiality of records and information on children and families.
- Works in cooperation with Mentor Coaches and support services staff to implement strategies, techniques, and/or recommendations.
- Participates and collaborates in the BIR (Behavior Information Report) process with Site Supervisor, teaching staff, support staff and families for children exhibiting concerns and/or challenging behaviors.
- Reports all child injuries, unusual incidents, and inappropriate behavior of staff, parents, and/or on-site consultants to the appropriate supervisor.
- Maintains compliance with universal precautions in the classroom, during home visits, and when administering first aid.
- Follows procedures as a Mandated Reporter to report suspected child abuse/neglect and ensures compliance.
- In collaboration with disabilities staff, Part 303 (Part C) of Individuals with Disabilities Education Act (IDEA) and Local Education Agencies (LEA) to ensure the delivery of services to any disabled child in accordance with the goals and objectives of the child's Individual Family Services Plan (IFSP).
- Adheres to the Americans with Disabilities Act (ADA 1992), which prohibits discriminatory actions towards children and/or adults with disabilities.
- Adheres to safe sleep guidelines.

- Conducts monthly fire and emergency drills.
- Is proactive with other center staff, for working with parents to generate sufficient in-kind to meet the monthly center and program goals.
- May be temporarily re-assigned to provide support at other centers as needed.
- Performs other like duties as assigned.

Other Job Specific Duties:

- Available to work additional hours, as needed, to support staffing ratios.
- Works alternative hours as required, including nights and weekends.
- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.
- Is proactive in the effort to recruit and enroll families.
- Performs other tasks as may be required for the efficient operation of the comprehensive, integrated program.
- Participate in video recording as required to help improve teacher/child interactions.
- Assists in adult/child ratio as needed, including rotating between classrooms or centers.
- Assists in the accurate completion of meal count and sign-in and out sheets.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Correspondence and report writing practices and procedures.
- Current trends of culturally diverse families
- Modern office practices, methods, procedures, and equipment, including computers. Ability to:
- Work as a positive team member.
- Demonstrate good interpersonal skills
- Effectively present CAPK program services information to the public.
- Maintain professional working relationships with staff, agencies, and families.
- Reasonably obtain knowledge of applicable federal, state, and local laws, codes, and regulations and agency and departmental policies and procedures.
- Communicate effectively, verbally and in writing.
- Plan, organize, allocate, and control resources.

EDUCATION AND EXPERIENCE:

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

Permit Salary Range

- Must possess a valid Associate Teacher Permit or higher to meet standards established by California Commission on Teacher Credentialing.
- Must possess three (3) units of infant/toddler coursework
- Six (6) months experience working in a state or federally funded childcare program is desirable.

Associate Degree Salary Range

- Must possess an Associate Degree from an accredited college or university in early childhood education or related field.
- Must possess a valid Associate Teacher Permit or higher to meet standards established by California Commission on Teacher Credentialing.

- Must possess three (3) units of infant/toddler coursework
- Six (6) months experience working in a state or federally funded childcare program is desirable.

Bachelor Degree Salary Range

- Must possess a valid Teacher Permit or higher to meet standards established by California Commission on Teacher Credentialing.
- Must possess three (3) units of infant/toddler coursework
- A Bachelor's degree from any accredited college or university, with a major in one of the following disciplines: Early Childhood Development, Education, Human Development, or related field required.
- Six (6) months experience working in a state or federally funded childcare program is desirable.

OTHER REQUIREMENTS:

- Must be fingerprinted, if required by funding source or state licensing, and have such records filed with the State Department of Social Services, Community Care Licensing.
- Must have a current Pediatric First Aid/CPR certificate or will obtain one within 90 days of employment and ensure certificate remains current.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Bilingual language fluency (Spanish/English) highly desirable.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

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 varies.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Early Head Start Teacher				
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		



Head Start Assistant Teacher

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: Step 1 -3

FLSA Status: Non-Exempt

Date Approved:

SUMMARY:

The Assistant Teacher is responsible for providing a safe, healthy, developmentally appropriate, educational, and supervised environment for children 0-3 years of age (e.g., indoor classroom, outdoor play area, and during field trips). Encourages parent involvement in all aspects of the program. Promotes the social, emotional, physical, and cognitive development of children. Responsible for maintaining compliance with all applicable regulations, policies, and procedures.

SUPERVISION RECEIVED:

Receives supervision from the Site Supervisor I/II.

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:

- Assists in setting up the indoor and outdoor environment, ensuring the physical environment is clean, safe, inviting, and meets ERS standards, is stimulating and conducive to learning, is respectful of the children's cultures and ethnic diversity, and reflects the needs of the children served.
- Responsible for active supervision of children.
- Performs necessary work in set up, preparation for meal service, and cleans up after meals in accordance with CACFP and Health and Safety requirements, as assigned.
- Reviews Allergy Folder at each meal preparation to ensure compliance of meal service with children's dietary requirements.
- Supports classroom staff in meeting all timelines for developmental screenings and assessments by assisting teaching staff.
- Reports all injuries and unusual incidents to the Teacher and/or Site Supervisor immediately.
- Supports teachers with behavioral strategies for children.
- Assists with toilet training and accompanies children to the bathroom per Community Care Licensing and Head Start Program Performance Standards; and changes diapers as needed.
- Assists during daily routines.
- Provides breaks for teaching staff, as assigned, ensuring consistency and timeliness.
- May be temporarily re-assigned to provide support at other centers as needed.
- Ensures standards of sanitation are met and maintained by implementing food safety, cleaning, and sanitation policies and procedures.

- Always maintains confidentiality of records and information on children and families.
- In collaboration with teaching staff, follows appropriate transitioning activities for children.
- Works in cooperation with Mentor Coaches, as assigned, to implement strategies, techniques, and/or recommendations.
- Maintains compliance with universal precautions in the classroom, during home visits, and when administering first aid.
- Follow procedures as a Mandated Reporter to report suspected child abuse/neglect.
- Assists in monthly fire and emergency drills, as planned.
- Adheres to the American with Disabilities Act (ADA 1992), which prohibits discriminatory actions toward children and/or adult with disabilities.
- In collaboration with disabilities staff and Local Education Agencies (LEA), ensures the delivery of services to any disabled child in accordance with the goals and objectives of the child's Individualized Education Plan (IEP).
- Assists in the accurate completion of meal count and sign-in and out sheets.
- Performs other like duties as assigned.

Other Job Specific Duties:

- Available to work additional hours, as needed, to support staffing ratios.
- Works alternative hours as required.
- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.
- Is proactive, in cooperation with other center staff, in the effort to recruit and enroll families that qualify for Head Start programs.
- Center assignment will be 12-month (full-year) status.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current problems of socially and economically challenged families.
- The contributions of parents and volunteers who may be non-professional.

Ability to:

- Work as a positive team member.
- Demonstrate good interpersonal skills.
- Work independently.
- Exercise sound, independent judgment within general policy guidelines.
- Analyze problems and identify alternative solutions.
- Work with accuracy and attention to detail.
- Effectively organize and prioritize assigned work.
- Reasonably obtain knowledge of Agency and departmental policies and procedures.
- Communicate effectively, verbally 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.

- Must have at least six (6) units in child development from any accredited college or university.
- Must have or be able to obtain a valid Assistant Teachers permit.

OTHER REQUIREMENTS:

HS Assistant Teacher

- Must be fingerprinted, if required by funding source or state licensing, and have such records filed with the State Department of Social Services, Community Care Licensing.
- Must have a current Pediatric First Aid/CPR certificate or will obtain one within 30 days of employment. CPR class must be taken in person and must include infant component.
- Bilingual language fluency (Spanish/English) highly desirable.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

- Work is primarily performed indoors.
- Noise level varies.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Head Start Assistant Teacher				
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
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	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		



Early Head Start Assistant Teacher

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: Step 1 -3

FLSA Status: Non-Exempt

Date Approved:

SUMMARY:

The EHS Assistant Teacher is responsible for providing a safe, healthy, developmentally appropriate, educational, and supervised environment for children 0-3 years of age (e.g., indoor classroom, outdoor play area, and during field trips). Encourages parent involvement in all aspects of the program. Promotes the social, emotional, physical, and cognitive development of children. Responsible for maintaining compliance with all applicable regulations, policies, and procedures.

SUPERVISION RECEIVED:

Receives supervision from the Site Supervisor I/II.

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:

- Assists in setting up the indoor and outdoor environment, ensuring the physical environment is clean, safe, inviting, and meets ERS standards, is stimulating and conducive to learning, is respectful of the children's cultures and ethnic diversity, and reflects the needs of the children served.
- Responsible for active supervision of children.
- Supports classroom staff in meeting all timelines for developmental screenings and assessments by assisting teaching staff.
- Reports all injuries and unusual incidents to the Teacher and/or Site Supervisor immediately.
- Supports teachers with behavioral strategies for children.
- Changes diapers as needed and assists with toilet training techniques per Community Care Licensing and Head Start Program Performance Standards.
- Assists during daily routines.
- Provides breaks for teaching staff, as assigned, ensuring consistency and timeliness.
- May be temporarily re-assigned to provide support at other centers as needed.
- Performs necessary work in set up, preparation for meal service, and cleans up after meals in accordance with CACFP and Health and Safety requirements, as assigned.
- Ensures standards of sanitation are met and maintained by implementing food safety, cleaning, and sanitation policies and procedures.
- Always maintains confidentiality of records and information on children and families.
- In collaboration with teaching staff, follows appropriate transitioning activities for children.
- Works in cooperation with Mentor Coaches, as assigned, to implement strategies, techniques, and/or recommendations.
- Maintains compliance with universal precautions in the classroom, during home visits, and when administering first aid.
- Follow procedures as a Mandated Reporter to report suspected child abuse/neglect.

- Assists in monthly fire and emergency drills, as planned.
- Adheres to the American with Disabilities Act (ADA 1992), which prohibits discriminatory actions toward children and/or adult with disabilities.
- In collaboration with disabilities staff and Local Education Agencies (LEA), ensures the delivery of services to any disabled child in accordance with the goals and objectives of the child's Individual Family Services Plan (IFSP).
- Assists in the accurate completion of meal count and sign-in and out sheets.
- Performs other like duties as assigned.

Other Job Specific Duties:

- Available to work additional hours, as needed, to support staffing ratios.
- Works alternative hours as required.
- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.
- Is proactive, in cooperation with other center staff, in the effort to recruit and enroll families that qualify for Early Head Start programs.
- Center assignment will be 12-month (full-year) status.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

- Current problems of socially and economically challenged families.
- The contributions of parents and volunteers who may be non-professional.

Ability to:

- Work as a positive team member.
- Demonstrate good interpersonal skills.
- Work independently.
- Exercise sound, independent judgment within general policy guidelines.
- Analyze problems and identify alternative solutions.
- Work with accuracy and attention to detail.
- Effectively organize and prioritize assigned work.
- Reasonably obtain knowledge of Agency and departmental policies and procedures.
- Communicate effectively, verbally 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.

- Must have at least six (6) units in child development from any accredited college or university.
- Must have or be able to obtain a valid Assistant Teachers permit.
- Three (3) units in infant/toddler coursework or must obtain three (3) infant/toddler units within twelve (12) months of hire as part of an established education plan.

OTHER REQUIREMENTS:

- Must be fingerprinted, if required by funding source or state licensing, and have such records filed with the State Department of Social Services, Community Care Licensing.

- Must have a current Pediatric First Aid/CPR certificate or will obtain one within 30 days of employment. CPR class must be taken in person and must include infant component.
- Bilingual language fluency (Spanish/English) highly desirable.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

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

- Work is primarily performed indoors.
- Noise level varies.
- Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

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

POSITION TITLE Early Head Start Assistant Teacher				
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
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	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: Traco Matthews, Chief Program Officer
Susana Magana, Director of Health & Nutrition
Lisa McGranahan, Director of Human Resources

Date: August 3, 2022

Subject: *Agenda Item 4(e)*: New Bilingual Pay Policy – **Action Item**

Strategic Goal 4 articulates CAPK’s aspiration to be an employer of choice and retain a high-quality workforce to achieve the organization’s desired results. As noted in the verbal presentation given to the Board of Directors in November of 2021, this goal includes conducting a regular analysis of wages and benefits to ensure market competitiveness and effective valuation of employee knowledge, skills, and abilities. To that end, a small taskforce was commissioned to evaluate the feasibility of a program that provide bilingual pay for needed skills. The three-member taskforce consisted of: Lisa McGranahan, Susana Magana, and Traco Matthews.

Background

In October of 2021, Senate Bill 393 (SB 393) was passed as the result of a direct partnership between Senator Hurtado and the MCAP program. The bill changed Welfare Code language to increase the administrative percentage for the MCAP contract from 17.5% to 21%, with a primary reason of attracting more bilingual staff to support migrant families throughout the state. The MCAP contract requires that staff be fully bilingual to meet the communication needs of the migrant community. Additionally, this legislation aligned with the increase of over \$17 million added in 2021 for services to migrant families through the MCAP program. The language change became effective January 1, 2022, with a tacit mandate to develop a bilingual pay policy and offer a meaningful stipend to staff who are required to use bilingual skills in their daily activities.

Bilingual Taskforce Review

During several conversations about how to best implement a bilingual pay program, the Executive Team concluded that providing compensation for bilingual skills not only fulfilled the legal mandate of SB 393, but also served as an opportunity to value diversity of skills at a higher level in the agency, which aligns with Goal 4.4 (incorporate DEI best practices). It was acknowledged that while not all positions *require* bilingual skills, the agency would benefit in terms of recruiting and retention by valuing bilingual skills even if they were used occasionally. Thus, a tiered system was developed to effectively compensate for bilingual skills that are required versus preferred. Eligibility for bilingual pay would be determined in

partnership with Human Resources (agency capacity), Directors (grantor mandate or program need), and the certification process described below for staff who want to apply.

Certification of bilingual competence is often the most challenging part of any bilingual pay program. While larger agencies like the city and county have developed their own validated certification processes, most smaller organizations rely on external certification programs to qualify staff for bilingual pay. After reviewing several options, the Bilingual Taskforce determined that the Bakersfield College (BC) certification program would be the best and most cost-effective option. Employees would be required to pass the BC certification test prior to becoming eligible for bilingual pay.

The proposed stipend amount for required bilingual skills (Tier 1 will receive an additional \$3/hour as premium pay) aligns with suggested amounts in SB 393, which have already been budgeted in the previously noted 3.5% administrative increase for the MCAP program. The proposed stipend amount for preferred bilingual skills (Tier 2 will receive \$50 bi-weekly) aligns with other bilingual pay policies reviewed by the Bilingual Taskforce; it has been assessed by the Executive Team as fair compensation for the diverse skill. The taskforce primarily reviewed bilingual pay policies from the City of Bakersfield and County of Kern for guidance and language in the development of the proposed policy and stipend amounts.

The fiscal impact of the new policy is expected to be small, aside from the legislated amount required to be paid for MCAP staff. Most programs do not have positions that require bilingual skills, and only a few job descriptions currently list bilingual skills as preferred. Directors will have the authority to determine if their programs can afford to pay a bilingual stipend before designating positions where bilingual skills are listed as preferred on the job description.

Conclusion

Due to the passing of SB 393 which became effective on January 1, 2022, CAPK must move forward with a bilingual pay program for some positions. Expanding the compensation to other positions where bilingual skills are helpful affirms the agency's commitment to valuing diversity of skills and ultimately strengthens our ability to recruit and retain staff.

Recommendation:

Staff recommends the Personnel Committee approve the Bilingual Pay Policy and authorize the Chief Executive Officer to implement the policy, effective immediately upon approval.

Attachments:

Bilingual Pay Policy
SB 393



POLICY AND PROCEDURE

TITLE: Bilingual Pay
APPROVED: TBD
APPLIES TO: Community Action Partnership of Kern Employees

PURPOSE:

The purpose for the Bilingual Pay Policy is to recognize a diverse skillset that adds value to the organization and helps attract and retain employees. Upon approval by the CAPK Board of Directors, this Policy will be permanently established for pre-selected agency roles.

OBJECTIVE:

The primary goal of the Bilingual Pay Policy is to provide additional compensation for employees who demonstrate language competencies will improve how the agency delivers services to our targeted communities. Secondary goals for the Bilingual Pay Policy would be to attract more candidates for agency positions requiring bilingual skills, reduce employee turnover rates, and lengthen bilingual employee's service time with CAPK. The Bilingual Pay Policy applies to all employees including full-time, part-time, temporary, and emergency hires that are retained by the organization.

GOALS:

1. Compensate bilingual skills.
2. Reduce employee turnover.
3. Lengthen employee's service time with CAPK.

POSITION CRITERIA:

The position must be in a CAPK work setting with a demonstrated flow/intake of clients, phone calls, or correspondence where bilingual skills are regularly needed to meet the language needs of clients. The two types of bilingual positions are defined below:

- **Tier 1 – Bilingual positions:** Due to the nature of some positions where most client interactions are conducted in another language (i.e., MCAP), bilingual skills may be a requirement as stated on the job description.
- **Tier 2 – Bilingual stipend positions:** Some positions may not require bilingual skills, but the agency recognizes that bilingual skills add value (i.e., taking occasional calls in a second language, providing translation services, or using bilingual skills for other work-related duties).

For bilingual positions, all employees in those defined roles must demonstrate proficiency by passing the certified bilingual examination. For positions where bilingual skills may add value but are not required, employees may voluntarily test to receive the stipend.



ELIGIBILITY PROCEDURES:

Employees who regularly utilize bilingual skills in their job are eligible to receive bilingual pay subject to the following provisions. To be eligible, employees must pass a certified test demonstrating their bilingual conversational fluency. Scoring for the proficiency test will be pass/fail, and that score will remain in place while the employee remains in a position requiring bilingual proficiency. The bilingual pay will cease when an employee is transferred, promoted, demoted, or otherwise moved into a position that is not designated as bilingual or eligible for a bilingual stipend. If an employee moves into a role that does not require bilingual proficiency for over six (6) months, and eventually returns to a position that offers bilingual pay, the employee will need to repeat the test. An incumbent employee in a bilingual position who fails a bilingual examination must wait for a period of six (6) months before repeating the test.

BILINGUAL PAY:

1. Employees in bilingual positions (Tier 1) will receive an additional \$3/hour as premium pay.
2. Employees who qualify for a bilingual stipend (Tier 2) will receive \$50 bi-weekly for their skills.
3. Compensation will be effective the first day of the payroll period following certification that the employee is eligible to receive the premium pay or bilingual stipend.
4. Bilingual pay will be processed through payroll and will be considered taxable wages.
5. Retroactive pay for bilingual skills will not be authorized.
6. Bilingual pay will be expensed to the program(s) or project(s) that receive the benefit of the employee's bilingual skills.

PROGRAM GUIDELINES:

For the purpose of this policy, English is considered to be the primary language, and any other language used under this program will be considered as a second language.

The Director of Human Resources shall designate qualifying languages and authorize the full number of positions to receive bilingual pay based on the needs of the agency. For newly developed positions in the organization, the determination of whether the job description should indicate bilingual skills are required or preferred will be made in partnership with Program Directors or Chiefs and the Director of Human Resources, and all such positions must be approved by the Personnel Committee. Directors and Chiefs alone retain the authority to determine if a position should no longer be designated as a bilingual position or offer a bilingual stipend. Notwithstanding the above, all personnel shall utilize any language skills they possess to the best of their ability in handling their responsibilities on a non-regular basis without compensation.

During the time of any leave of absence without pay, employees will not be eligible for bilingual pay.

The Bilingual Pay Policy can be suspended or canceled at any time as determined by the Chief Executive Officer, at their discretion. Any modification of this policy will require prior approval by the CAPK Board of Directors.



SB-393 Migrant Childcare and Development Programs. (2021-2022)

SHARE THIS:



Date Published: 10/06/2021 09:00 PM

Senate Bill No. 393

CHAPTER 499

An act to add Section 10229.4 to the Welfare and Institution Code, relating to public social services.

[Approved by Governor October 05, 2021. Filed with Secretary of State
October 05, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 393, Hurtado. Migrant Childcare and Development Programs.

Existing law requires the State Department of Social Services to administer all migrant childcare and development programs, including the Migrant Alternative Payment Program. Existing law requires children of migrant agricultural worker families, as defined, to be enrolled in child development programs on the basis of specified priorities. Existing law requires the reimbursement for alternative payment programs to include the cost of childcare paid to childcare providers plus the administrative and support services costs of the alternative payment program and prohibits the total cost for administration and support services from exceeding an amount equal to 17.5% of the total contract amount.

This bill would prohibit payments made by the Migrant Alternative Payment Program from exceeding the applicable market rate ceiling. The bill would require the reimbursement for the Migrant Alternative Payment Program to include the cost of childcare paid to childcare providers plus the administrative and support services costs of the alternative payment program, not to exceed an amount equal to 21% of the total contract amount, as specified. The bill would make related findings and declarations.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The Legislature finds and declares the following:

- (1) California operates one Migrant Alternative Payment Program.
- (2) California's Migrant Alternative Payment Program supports the unique needs of migrant workers whose employment requires migrant patterns to follow agricultural work amongst at least 19 counties.
- (3) This Migrant Alternative Payment Program was established specifically to support the unique work, cultural, linguistic, and diverse needs of migrant families.
- (4) Once a migrant family is enrolled into the Migrant Alternative Payment Program, a family can continue migrating and working in any county within California.

(5) Over 50 percent of the family's total gross income needs to come from employment in agriculture or agriculturally related work to be eligible for the program.

(6) Migrant families that have an established need of employment, seeking employment, parental incapacity, vocational training, homelessness or seeking permanent housing to receive childcare are in need of assistance.

(b) Accordingly, it is the intent of the Legislature in enacting this act, to support the unique needs of the Migrant Alternative Payment Program in order to meet the needs of this integral population by supporting their access to childcare and early learning.

SEC. 2. Section 10229.4 is added to the Welfare and Institutions Code, to read:

10229.4. (a) Payments made by the Migrant Alternative Payment Program shall not exceed the applicable market rate ceiling.

(b) The reimbursement for the Migrant Alternative Payment Program shall include the cost of childcare paid to childcare providers plus the administrative and support services costs of the Migrant Alternative Payment Program. The total cost for administration and support services shall not exceed an amount equal to 21 percent of the total contract amount. The administrative costs shall not exceed the costs allowable for administration under federal requirements.



MEMORANDUM

To: Personnel Committee

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

Date: August 3, 2022

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

In response to requested information from the June Board of Director's meeting, the Head Start and State Child Development Division is providing an ongoing update regarding personnel challenges affecting the Head Start program.

Since the June Board meeting, the following action items have been accomplished:

- Approval of the renewed SEIU Agreement May 1, 2022, through May 1, 2025
- Approval for the Program Option Change and Budget Revision for the 2022-23 HS Program
- Wages have been revised based on the new contracted SEIU pay rates, as well as COLA
- Reassignments of all center-based staff based following SEIU contract requirements

Stemming from these accomplished tasks, the program's next steps include posting all vacant positions for any staff members choosing to apply for promotion of change in position. A job fair is being coordinated to support external candidates to apply for open positions. Additional recruitment activities have been in practice which include "now hiring" banners posted at all Head Start facilities as well as flyers have been distributed throughout the communities served. Collaborative efforts continue with local colleges to support volunteer activities with Early Childhood Education students and Head Start Parents entering the field of child development. Program staff continue to explore strategies to build the Head Start workforce to support full enrollment.

Following the reassignment of staff, only 58 positions in Kern and 11 Positions in SJC remain for direct services positions. Current vacant direct service staff include:

Teaching Staff

EHS Teachers 2 Kern & 2 SJC
EHS Assistant Teachers 24 Kern & 6 SJC

HS Teachers 15 Kern
HS Assistant Teachers 1 Kern

Support Staff

Family Service Worker 7 Kern & 1 SJC
Food Service Worker 1 Kern
Custodian 6 Kern & 2 SJC

Home Base

EHS Home Base 0
HS Home Base 2 (Pending approval from OHS)



MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: August 3, 2022

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

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

CAPK's Strategic Goal 4 states:

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

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

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

- Developed online onboarding process and are currently in the testing phase. This will reduce redundancies and expedite the hiring process.
- Implemented agency-wide COLA to all employees effective March 2022.
- Currently in the beginning stages of implementation of a HR platform that will enhance the performance process, perform market analysis of wages and benefits, and provide professional development tools to employees.
- Launched new peer-to-peer recognition program agency-wide.
- Initiated new DEI Committee and developed plan of action.
- Collaboration with Head Start and Community Development and initiated task forces to address issues with employee retention and better understand roles and responsibilities.
- Enacted 60-day emergency hiring order to address concerns regarding the speed of onboarding.

Attachment:

Goal 4 Action Plan

Mission

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

Vision

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

Performance Summary



4 Goals

- 0% Achieved
- 100% On Target
- 0% Off Target

- 0% Critical
- 0% Deferred
- 0% Not Started

My Items

Item	EOY Actual
4.1: Enhance leadership capacity, effectiveness, and sustainability.	10%
4.1.1: Establish a process of workforce development for succession and knowledge transfer plans and oversee implementation.	
4.1.1.1: Analyze department metrics (i.e., length of service, knowledge gaps, areas of interest) to identify the necessary skills sets for each...	
4.1.1.2: Identify or create evidence-based workforce development strategies to address needs of the department.	
4.1.1.3: Incorporate development opportunities as part of the employee review process.	
4.1.2: Create a standardized onboarding and training plan.	20%
4.1.2.1: Enhance experience of new hire orientation and refresher trainings, including agency level presentations with program specific information.	20%
4.1.2.2: Create a development plan with training components specific to the position and scope of duties.	20%
4.1.2.3: Develop a learning management system to assign and track training plans, which can be incorporated into an employee's performance...	20%
4.2: Increase employee engagement, morale, and retention.	20%
4.2.1: Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts.	30%
4.2.1.1: Conduct systematic market analysis of wages/benefit to identify needed adjustments.	37%
4.2.1.2: Complete development and consolidation of revised job descriptions.	30%
4.2.2: Refine employee performance review process, ensuring that creation and periodic review of staff professional development plan are...	

Item	EOY Actual
4.2.2.1: Incorporate agency-level guiding principles into the performance evaluations as part of an interactive engagement with leadership and...	
4.2.2.2: Develop competency-based job descriptions focusing on knowledge, skills, and abilities needed to meet or exceed the expectations of the...	
4.2.3: Conduct staff engagement surveys to establish benchmarks and identify areas for improvement.	10%
4.3: Increase the visibility of the Agency and create a unified CAPK identity.	20%
4.3.1: Implement a branding and communication plan that is cohesive, instantly recognizable and connects the agency and programs/services to...	25%
4.3.1.1: Unify outreach efforts and develop opportunities for collaboration and to coordinate and support cross-program community outreach efforts.	25%
4.3.1.2: Coordinate outreach to other agencies with consistent branded resources.	25%
4.3.1.3: Advance efforts to develop and implement new marketing and unified brand strategies.	25%
4.4: Create strategies to incorporate Diversity, Equity, and Inclusion (DEI) best practices at all levels of the organization and...	20%
4.4.1: Establish and convene a DEI Committee to identify and support organizational needs across the agency, including client and partner...	
4.4.1.1: Develop charter, bylaws, clear member duties, and clearly articulated methods of collaboration with leadership.	
4.4.1.2: Committee tasked with the development of recommendations and/or proposed DEI action plan to assess and address organizational needs.	
4.4.1.3: Develop a communications strategy to inform diverse populations of the organization's activities and encourage participation.	

Objective	Owner	Measure:	Start Date	End Date	PTD Target	PTD Status
Enhance leadership capacity, effectiveness, and sustainability. (4.1) Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality...	Lisa McGranahan	Percent Complete	10/01/21	12/31/25	17.5%	10%
Activity Establish a process of workforce development for succession and knowledge transfer plans and oversee implementation. (4.1.1)	Lisa McGranahan	Percent Complete	01/01/23	12/31/23	100%	Not Started
Activity Create a standardized onboarding and training plan. (4.1.2) Last comment: Developed and in testing phase of new online onboarding experience for new hires. This will enable for more efficiency and accuracy. (07/26/22)	Lisa McGranahan	Percent Complete	10/01/21	12/31/25	17.5%	20%
Increase employee engagement, morale, and retention. (4.2) Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality... Last comment: Collaboration with Head Start and Homeless and developed task forces to address issues with employee retention and responsibility alignment. (07/26/22)	Lisa McGranahan	Percent Complete	10/01/21	12/31/25	17.5%	20%
Activity Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts. (4.2.1) Last comment: Board approved RFP for new tool. Currently in the implementation stages and after training will roll out to the agency by end of Quarter 3, beginning of Quarter 4. (07/26/22)	Lisa McGranahan	Percent Complete	10/01/21	12/31/23	33.1%	30%
Activity Refine employee performance review process, ensuring that creation and periodic review of staff professional development plan are integrated into the process. (4.2.2)	Lisa McGranahan	Percent Complete	01/01/24	12/31/24	100%	Not Started
Activity Conduct staff engagement surveys to establish benchmarks and identify areas for improvement. (4.2.3)	Lisa McGranahan	Percent Complete	10/01/21	12/31/25	17.5%	10%
Increase the visibility of the Agency and create a unified CAPK identity. (4.3) Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality...	Lisa McGranahan	Percent Complete	10/01/21	12/31/25	17.5%	20%
Activity Implement a branding and communication plan that is cohesive, instantly recognizable and connects the agency and programs/services to clients, partners, and the community. (4.3.1)	Lisa McGranahan	Percent Complete	10/01/21	12/31/22	59.6%	25%
Create strategies to incorporate Diversity, Equity, and Inclusion (DEI) best practices at all levels of the organization and services. (4.4) Aligned to: #4 CAPK seeks to be an employer of choice and attract and retain a high-quality... Last comment: Launched DEI Committee and developed plan for the committee. (07/26/22)	Lisa McGranahan	Percent Complete	10/01/21	12/31/25	17.5%	20%
Activity Establish and convene a DEI Committee to identify and support organizational needs across the agency, including client and partner engagement. (4.4.1)	Lisa McGranahan	Percent Complete	01/01/23	12/31/23	100%	Not Started

No goals to display.



DATE	August 10, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 160 427 137#

Program Review & Evaluation Committee Minutes

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

1. Call to Order

Committee Chair Ana Vigil called the meeting to order at 12:05 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. Roll Call

Roll call was taken with a quorum present.

Present: Ana Vigil (Chair), Jimmie Childress, Michelle Jara-Rangel, and Marian Panos

Absent: Yolanda Ochoa

Others Present: Freddy Hernandez (Director of Youth & Community Services), Pritika Ram (Chief Business Development Officer), Traco Matthews (Chief Program Officer), Tracy Webster (Chief Financial Officer); and other CAPK staff.

3. Public Comments

No one addressed the Committee.

4. Program Presentation

a. Home Visiting Initiative – Esperanza Contreras, Partnership Administrator

Esperanza Contreras provided a presentation about the Home Visiting Initiative which gave an overview of the program.

Marian Panos asked if DHS shares the track record of participants that get a job and if CAPK receives that information. Esperanza informed that the State of California shares the numbers, but it's cumulative.

5. New Business

a. June & July 2022 Program Reports – Pritika Ram, Chief Business Development Officer

Pritika Ram presented the June & July 2022 Program Reports for approval and provided notable highlights.

Marian Panos inquired about the blank spaces under zip codes on one of M Street Navigation Center report and Laurie Hughey advised that CAPK didn't have any participants in those areas. Pritika Ram suggested that going forward, CAPK only include zip codes that we do have participants.

Marian Panos also noticed some blank spaces on the VITA report. Pritika Ram advised that some programs have adopted new reporting methods and that going forward, there will be no blank spaces; instead, there will be “in progress” or “pending”, etc.

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

b. June & July 2022 Application Status Report – Vanessa Cortez, Senior Community Development Specialist

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

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

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

Robert Espinosa presented the above report for approval.

Michelle Jara-Rangel asked if the percentage of enrollment is correct, and Robert Espinosa explained that they are, and he took into consideration the centers that are closed. Michelle also asked about the enrollment percentage for the first day back to school and Robert does not have those numbers yet, but we will be pulling that data together.

Michelle Jara-Rangel asked if the Oasis Center is ready to open. Yolanda Gonzales explained that the center should open in January, and they are currently looking into home-based options until that time.

Marian Panos asked about the state and licensing requirements and if that can be used as a plan of action for Head Start. Yolanda Gonzales explained that it has helped Head Start and that several teachers that have a permit are still enrolled in college so upcoming teachers are being developed.

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

d. 2021 – 2025 Strategic Plan Updates – Goal Group #1 – Kelly Lowery, Food Bank Program Administrator; Goal Group #2 – Freddy Hernandez, Director of Youth & Community Services

Kelly Lowery and Freddy Hernandez presented the above info items and provided updates on the progress.

6. Committee Member Comments

None.

7. Next Scheduled Meeting

Program Review & Evaluation Committee
12:00 pm
Wednesday, September 14, 2022
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 1:05 pm.



August 2022 Program Monthly Reports

PRE Committee June & July 2022



Community Development

Coordinated Entry Services

M Street Homeless Navigator Center

Rental Assistance

**Community Action Partnership of Kern
Monthly Report 2022**

Month	June-22	Program/Work Unit	Coordinated Entry Services (CES)		
Division/Director	Rebecca Moreno Director of Community Services	Program Manager	TBD		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
Coordinated Entry Services (CES) is the system to assist communities in ending homelessness by providing a clear and systematic pattern for helping individuals to quickly access the most appropriate services available through standardized access, a standardized assessment process, and a coordinated referral (match) process for individuals to preventions, housing, and/or other related services. The following counties are currently being served by CAPK CES, Kern County and Stanislaus County.					
Homeless Referrals/Assessments (SRV 7c)	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern County	1,062	6,180	10,000	127%	62%
Stanislaus County	-	-	5,000	0%	0%
Total Calls				#DIV/0!	#DIV/0!
Pending Assessments	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern Pending contact/call back	0	0	15	-	-
Stanislaus Pending contact/call back	0	0	15	-	-
Performance: Number of applicants who received a response within 24 Hours	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern County	860	5,455	7,800	132%	70%
Stanislaus County	-	-	3,750	0%	0%
Explanation (Over/Under Goal Progress)					
CES is assisting the Rental and Utility Program through Housing Authority, accounts for 39 calls reported above. <input type="checkbox"/> <input type="checkbox"/>					
Program Strategic Goals			Progress Towards Goal		
1. Implement effective 24 hour response time for Stanislaus County.					
2. Increase staff recruitment and retention.					
3. Build provider network support with Stanislaus Continuum of Care (CoC)/Homeless Collaborative.					
Program Highlights					

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Work Unit	Coordinated Entry Services (CES)			
Division/Director	Rebecca Moreno Director of Community Services	Program Manager	TBD			
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
Coordinated Entry Services (CES) is the system to assist communities in ending homelessness by providing a clear and systematic pattern for helping individuals to quickly access the most appropriate services available through standardized access, a standardized assessment process, and a coordinated referral (match) process for individuals to preventions, housing, and/or other related services. The following counties are currently being served by CAPK CES, Kern County and Stanislaus County.						
Homeless Referrals/Assessments (SRV 7c)	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Kern County	868	7,048	10,000	104%	70%	
Stanislaus County	-	-	5,000	0%	0%	
Total Calls				#DIV/0!	#DIV/0!	
Pending Assessments	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Kern Pending contact/call back	0	0	15	-	-	
Stanislaus Pending contact/call back	0	0	15	-	-	
Performance: Number of applicants who received a response within 24 Hours	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Kern County	715	6,170	7,800	110%	79%	
Stanislaus County	-	-	3,750	0%	0%	
Explanation (Over/Under Goal Progress)						
Stanislaus County is pending "go live" date.						
Program Strategic Goals			Progress Towards Goal			
1. Implement effective 24 hour response time for Stanislaus County.			NA			
2. Increase staff recruitment and retention.						
3. Build provider network support with Stanislaus Continuum of Care (CoC)/Homeless Collaborative.			In progress. Weekly meetings TBD			
Program Highlights						

**Community Action Partnership of Kern
Monthly Report 2021**

Month	June-22	Program/Work Unit	M Street Navigation Center		
Division/Director	Rebecca Moreno Director of Community Development	Program Manager	Laurie Hughey		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
CAPK operates the 147-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals and an array of mental health, medical care and economic resources to unsheltered individuals with pets and partners.					
Shelter Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) (FNPI 4a & SRV 7b, SRV 4m)	91	591	950	115%	62%
Pets (i.e., kennel, emotional support assistance and service pet)	8	55	170	56%	32%
Residents Under 90 days length of stay	56	398	500	134%	80%
Exits to Permanent Housing (FNPI 4b)	7	54	96	88%	56%
Exits-Self	11	78	180	73%	43%
Exits-Involuntary	60	394	400	180%	99%
Case Management Services (SRV 7a)	441	4,766	3,000	176%	159%
Critical Incidents	15	132	360	50%	37%
Shelter Residents Meals (SRV 5ii)	4,769	28,212	60,000	95%	47%
Number of Volunteers (<i>duplicated</i>)	61	280	175	418%	160%
Volunteers Hours (<i>duplicated</i>)	165	824	1,500	132%	55%
Safe Camping					
Total clients served (SRV 7b)	41	41	400	123%	10%
Current client census	25	25	250	120%	10%
Meals (SRV 5ii)	244	244	3,100	94%	8%
Pets	5	5	75	80%	7%
Clients moved to Shelter (SRV 4m)	8	8	85	113%	9%
Safe Camping					
Total clients served	5	5	100	60%	5%
Current census	5	5	60	100%	8%
Explanation (Over/Under Goal Progress)					
Less behaviors, and hospital visits occurred this month is the reason for the decreases in critical incident reports.					
Program Strategic Goals			Progress Towards Goal		
1. Number of residents participating in job training program (i.e project hire up, financial literacy, etc.)			4 graduated from Project Hire-Up on 6/30/22, next co-hort will start on 8/4/22. Financial Literacy will resume in July		
2. Develop Encampment/Overnight parking program at Navigation location.			Encampment/safe parking started on 6/13/2022; total of 25 currently enrolled and 41 total served from 6/13 to 6/30/22. Eight individuals moved from safe camping into the M street Navigation Center. One individual was reunited with family through the Homeward bound program. 5 pets total.		

**Community Action Partnership of Kern
Monthly Report 2021**

3. Increase job retention/recruitman at M street by (1) developing job descriptions that accurately reflect the job they are doing (2) differential pay for PM/Overningt employees, (3) regrading/reclassification of job positions	Job descriptions and job retention are currently under review with HR for reclassification. Staff are currently receiving the differential pay for PM and overnight shift.
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Race Demographic	Month
18 - 24	10
25 - 34	26
35 - 44	31
45 - 54	38
55 - 61	34
62+	24
Total:	163

Race Demographic	Month
American Indian or Alaska Native	2
Asian	2
Black or African American	33
Native Hawaiian or Other Pacific Islander	1
White	120
Multiple races	5
Client Don't know / Refused	
No Answer	
Total:	163

Gender	Month
Female	60
Male	100
Trans Female (MTF or Male to Female)	2
Trans Male (FTM or Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	1
Client doesn't know	
Client refused	
No Answer	
Total:	163

Zip Code	Month	Zip Code	Month
93301	30	93501	1
93304	21	92268	1
93305	21	93257	1
93306	3	93654	1
93307	17	91335	1
93308	28	93274	1
93309	7	93280	2
93311	2	71107	1
93312	1	73132	1
93313	3	84101	1
93314	1		
93204	1		
93205	1		
93206	1		
93710	1		
95023	1		
93240	1		
93241	1		
93245	1		
90044	1		
93250	1		
Not specified	8		
Total	163		

Program Highlights

**Community Action Partnership of Kern
Monthly Report 2021**

Month	July-22	Program/Work Unit	M Street Navigation Center		
Division/Director	Rebecca Moreno Director of Community Development	Program Manager	Laurie Hughey		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
CAPK operates the 147-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals and an array of mental health, medical care and economic resources to unsheltered individuals with pets and partners.					
Shelter Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) (FNPI 4a & SRV 7b, SRV 4m)	82	673	950	104%	71%
Pets (i.e., kennel, emotional support assistance and service pet)	8	63	170	56%	37%
Residents Under 90 days length of stay	48	446	500	115%	89%
Exits to Permanent Housing (FNPI 4b)	2	56	96	25%	58%
Exits-Self	10	88	180	67%	49%
Exits-Involuntary	29	423	400	87%	106%
Case Management Services (SRV 7a)	620	5,386	3,000	248%	180%
Critical Incidents	22	154	360	73%	43%
Shelter Residents Meals (SRV 5ii)	4,637	32,849	60,000	93%	55%
Number of Volunteers (<i>duplicated</i>)	62	342	175	425%	195%
Volunteers Hours (<i>duplicated</i>)	180	1,004	1,500	144%	67%
Safe Camping					
Total clients served (SRV 7b)	45	86	400	135%	22%
Current client census	34	59	250	163%	24%
Meals (SRV 5ii)	1,443	1,687	3,100	559%	54%
Pets	4	9	75	64%	12%
Clients moved to Shelter (SRV 4m)	0	8	85	0%	9%
Safe Camping					
Total clients served	2	7	100	24%	7%
Current census	0	5	60	0%	8%
Explanation (Over/Under Goal Progress)					
There were two intakes this month for safe parking, they were able to self resolve. Due to an outbreak with Covid at M Street, intakes stopped for all programs and therefore no residents transferred from safe camping into the navigation center. Housing inspections, and lack of units available for decrease in housing placements this month.					
Program Strategic Goals	Progress Towards Goal				
1. Number of residents participating in job training program (i.e project hire up, financial literacy, etc.)	4 graduated from Project Hire-Up on 6/30/22, next co-hort will start on 8/4/22. Financial Literacy will resume in July				

**Community Action Partnership of Kern
Monthly Report 2021**

2. Develop Encampment/Overnight parking program at Navigation location.	Encampment/safe parking started on 6/13/2022; total of 25 currently enrolled and 36 total served in July 22. Due to a Covid outbreak which began on 7/7/22, over 30 clients tests positive and were quarantine in a motel. During this time there were no new intakes conducted. Intakes resumed on 7/27/22. 5 pets total.
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3. Increase job retention/recruitman at M street by (1) developing job descriptions that accurately reflect the job they are doing (2) differential pay for PM/Overningt employees, (3) regrading/reclassification of job positions.	Job descriptions and job retention are currently under review with HR for reclassification. Staff are currently receiving the differential pay for PM and overnight shift.
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Race Demographic	Month
18 - 24	5
25 - 34	22
35 - 44	19
45 - 54	18
55 - 61	16
62+	11
Total:	91

Race Demographic	Month
American Indian or Alaska Native	1
Asian	2
Black or African American	18
Native Hawaiian or Other Pacific Islander	1
White	67
Multiple races	2
Client Don't know / Refused	0
No Answer	0
Total:	91

Gender	Month
Female	33
Male	58
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:	91

Zip Code	Month	Zip Code	Month
93301	20	93501	1
93304	12	92268	
93305	14	93257	
93306	2	93654	
93307	11	91335	
93308	12	93274	1
93309	4	93280	1
93311		74107	1
93312		73132	1
93313		84101	
93314		96817	1
93204	1		
93205			
93206	1		
93215	1		
95023	1		
93240	1		
93241			
93245			
90044	1		
93250	1		
Not specified	3		
Total	91		

**Community Action Partnership of Kern
Monthly Report 2022**

Month	June 2022		Division	Rental Assistance			
Director	Rebecca Moreno Director of Community Development		Manager	Ian Sharples			
Reporting Period	January 1, 2022 to December 31, 2022						
Program Description							
<p>The Rental Assistance has two programs focused on improving housing security for program participants. The first is Emergency Service Grant (ESG) Rental Assistance program which provides payment of rental arrears to prevent evictions. The CAPK Rental Assistance team also receives referrals from the Housing Authority of the County of Kern (HA) for their Rental and Utility Assistance Program (RUP). We provide follow-up services to obtain documentation from RUP applicants that the HA has been unable to contact. Once documentation is received, HA issues a rental assistance payment to prevent eviction.</p>							
ESG Rental Assistance			Month	YTD	YTD Goal	Month Progress	Annual Progress
Homeless Prevention Funds Distributed			\$128,375	\$383,846	\$ 120,000	1284%	320%
Rapid Re-Housing Funds Distributed			\$ -	\$ -	\$ 1	0%	0%
[SRV 4c/FNPI 4e] Rental Payments Issued			43	144	120	430%	120%
[SRV 4d] Deposit Payments			0	0	1	0%	0%
Applications Received			357	1398			
Closed Referrals							
to CES for homeless services			51	204			
to KCHA for rental assistance			14	93			
to Utility Assistance			0	2			
to other agency or program			0	22			
Closed Ineligible							
non-service area			82	277			
income limit			5	18			
duplication of benefits			4	14			
did not complete process			36	222			
other			54	234			
Outreach Events			4	12			
Interactions			176	438			
Fliers Distributed			187	587			
Information Signups			0	87			
Applications Started			0	0			
Total Open		111	Total Closed	246			
ESG Housing Relocation			Month	YTD	YTD Goal	Month Progress	Annual Progress
Rapid Re-Housing Funds Distributed			\$15,157	\$22,337	\$ 120,000	152%	19%
Homeless Prevention Funds Distributed			\$0.00	\$ -	\$ 1	0%	0%
[FNPI 4b] obtained safe and affordable housing			3	6	12	300%	50%
[SRV 4o] Permanent Housing Placements			3	6	12	300%	50%
[SRV 4c] Relocation Rent Payments Issued			3	5			
[SRV 4d] Deposit Payments			3	5			
[SRV 4q] Home Repairs			0	0			
Unsuccessful Matches			11	24			
Declined Assistance			3	7			
Over Income			1	1			
Did Not Complete (no show, no contact)			9	18			
Closed Referrals			31	492	800	47%	62%
Successful Referrals			3	39	80	45%	49%
Total Open Referrals			1	493	Success Rate		#REF!

**Community Action Partnership of Kern
Monthly Report 2022**

Month	June 2022	Division	Rental Assistance						
Director	Rebecca Moreno Director of Community Development	Manager	Ian Sharples						
Reporting Period	January 1, 2022 to December 31, 2022								
Program Description									
<p>The Rental Assistance has two programs focused on improving housing security for program participants. The first is Emergency Service Grant (ESG) Rental Assistance program which provides payment of rental arrears to prevent evictions. The CAPK Rental Assistance team also receives referrals from the Housing Authority of the County of Kern (HA) for their Rental and Utility Assistance Program (RUP). We provide follow-up services to obtain documentation from RUP applicants that the HA has been unable to contact. Once documentation is received, HA issues a rental assistance payment to prevent eviction.</p>									
ESG Rental Assistance		Month	YTD	YTD Goal	Month Progress	Annual Progress			
Homeless Prevention Funds Distributed		\$184,705	\$568,552	\$ 600,000	369%	95%			
Rapid Re-Housing Funds Distributed		\$ -	\$ -	\$ 1	0%	0%			
[SRV 4c/FNPI 4e] Rental Payments Issued		37	181	200	222%	91%			
[SRV 4d] Deposit Payments		0	0	1	0%	0%			
Applications Received		380	1778						
Closed Referrals									
to CES for homeless services		42	246						
to KCHA for rental assistance		14	107						
to Utility Assistance		1	3						
to other agency or program		2	24						
Closed Ineligible									
non-service area		85	362						
income limit		6	24						
duplication of benefits		5	19						
did not complete process		51	273						
other		58	292						
Outreach Events		2	14						
Interactions		30	468						
Fliers Distributed		30	617						
Information Signups		0	87						
Applications Started		0	0						
Total Open	116	Total Closed	264						
ESG Housing Relocation		Month	YTD				YTD Goal	Month Progress	Annual Progress
Rapid Re-Housing Funds Distributed		\$15,157	\$37,493				\$ 120,000	152%	31%
Homeless Prevention Funds Distributed		\$0.00	\$ -	\$ 1	0%	0%			
[FNPI 4b] obtained safe and affordable housing		1	7	12	100%	58%			
[SRV 4o] Permanent Housing Placements		1	7	12	100%	58%			
[SRV 4c] Relocation Rent Payments Issued		1	6						
[SRV 4d] Deposit Payments		1	6						
[SRV 4q] Home Repairs		0	0						
Unsuccessful Matches		14	38						
Declined Assistance		3	10						
Over Income		0	1						
Did Not Complete (no show, no contact)		11	29						

**Community Action Partnership of Kern
Monthly Report 2022**

Housing Authority RUP Referrals	Month	YTD	YTD Goal	Month Progress	Annual Progress
Received Referrals	32	524	800	48%	66%
Closed Referrals	31	523	800	47%	65%
Successful Referrals	3	42	80	45%	53%
Total Open Referrals	1		Success Rate		8%
Explanation (Over/Under Goal Progress)					
<p>RUP Referral Program Ended at the beginning of July.</p> <p>COVID outbreaks limited outreach activity. Outreach Specialist also resigned at end of July to pursue another opportunity.</p> <p>Rental Assistance goals were adjusted upwards to reflect success in processing applications.</p>					
Program Strategic Goals			Progress Towards Goal		



Health and Nutrition Services

Cal-Fresh Health Living Program

Food Bank

Migrant Childcare Alternative Payment

Women, Infant, and Children

**Community Action Partnership of Kern
Monthly Report 2022**

Month	June-22	Program/Work Unit	CalFresh Healthy Living			
Division/Director	Susana Magana Director of Health &	Program Manager	Alejandra Morales			
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The CalFresh Healthy Living improves the nutrition health of low-income Californians by providing access to nutrition education, physical activity education, and leadership towards healthy community initiatives.						
Engage Supplemental Nutrition Assistance Program (SNAP-Ed) eligible participants in Nutrition Education (FNPI 5a) (SRV 5ff).	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Community Action Partnership of Kern (CAPK)	31	266	7,000	5%	4%	
Kern County Superintendent of Schools (KCSOS)	14	1,931	1,000	17%	193%	
Kernville Unified School District (KUSD)	0	674	1,000	0%	67%	
Lamont Elementary School District (LESD)	0	736	1,000	0%	74%	
Collaborate with SNAP-Ed approved Collaboratives to improve opportunities for the SNAP-Ed eligible population to have healthy choices (duplicated).	3	32				
Complete Nutrition Environment Food Pantry Assessment Tool (NEFPAT) to provide baseline data that could be valuable for interventions within the nutrition environment of food pantries.	0	0	12	0%	0%	
Indirect Education: Indirect education, for SNAP-Ed purposes, is defined as the distribution or display of information and resources which involve no participant interaction with an instructor or multimedia.	1317	10,604	10,000	158%	106%	

**Community Action Partnership of Kern
Monthly Report 2022**

Explanation (Over/Under Goal Progress)

Kernville Unified School District (KUSD) and Lamont Elementary School District (LESD) are dark for summer break.

Program Strategic Goals	Progress
Plan (CNAP) Collaborative in partnership with funded partners, such as the Kern County Department of Aging and Adult Services Department (KCAASD) and the University of California Cooperative Extension (UCCE) work to enhance opportunities for health and well-being by creating positive changes in the environment where we work, live and play.	New partners were added to the County Nutrition Action Plan (CNAP) committee. The next meeting is scheduled for September 2022.
Staff Professional Development	Health Educators held and led Nutrition Education classes in Partnership with the YesEd Foundation. A total of 12 participants participated in 2 series of nutrition workshops.
Work with partners to plan and implement sustainable community measures to ensure changes that support healthy eating and physical activity.	Health Educators partnered with the Kern County Libraries in Arvin, Beale, Delano, Lamont, McFarland, Taft, and Wasco for Lunch at the Library events. Health Educators set up ReThink Your Drink stations to promote making better beverage choices.

Program Highlights

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**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Work Unit	CalFresh Healthy Living			
Division/Director	Susana Magana Director of Health &	Program Manager	Alejandra Morales			
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The CalFresh Healthy Living improves the nutrition health of low-income Californians by providing access to nutrition education, physical activity education, and leadership towards healthy community initiatives.						
Engage Supplemental Nutrition Assistance Program (SNAP-Ed) eligible participants in Nutrition Education (FNPI 5a) (SRV 5ff).	Month	YTD	YTD Goal	Month Progress	Annual Progress	
Community Action Partnership of Kern (CAPK)	30	296	7,000	5%	4%	
Kern County Superintendent of Schools (KCSOS)	10	1,941	1,000	12%	194%	
Kernville Unified School District (KUSD)	0	674	1,000	0%	67%	
Lamont Elementary School District (LES D)	0	736	1,000	0%	74%	
Collaborate with SNAP-Ed approved Collaboratives to improve opportunities for the SNAP-Ed eligible population to have healthy choices (duplicated).	1	33				
Complete Nutrition Environment Food Pantry Assessment Tool (NEFPAT) to provide baseline data that could be valuable for interventions within the nutrition environment of food pantries.	0	0	12	0%	0%	
Indirect Education: Indirect education, for SNAP-Ed purposes, is defined as the distribution or display of information and resources which involve no participant interaction with an instructor or multimedia.	2143	12,747	10,000	257%	127%	
Explanation (Over/Under Goal Progress)						
Kernville Unified School District (KUSD) and Lamont Elementary School District (LES D) are dark for summer break.						
Program Strategic Goals			Progress			
Plan (CNAP) Collaborative in partnership with funded partners, such as the Kern County Department of Aging and Adult Services Department (KCAASD) and the University of California Cooperative Extension (UCCE) work to enhance opportunities for health and well-being by creating positive changes in the environment where we work, live and play.			New partners were added to the County Nutrition Action Plan (CNAP) committee. The next meeting is scheduled for September 2022.			

**Community Action Partnership of Kern
Monthly Report 2022**

Staff Professional Development	Program Administrator participated in the Leadership Development courses in partnership with Bakersfield College.
Work with partners to plan and implement sustainable community measures to ensure changes that support healthy eating and physical activity.	Program Administrator, Program Coordinator, and Health Educators worked alongside the F Street Farmers Market, Market Manager, to coordinate the annual National Farmers Market Week event. CalFresh Healthy Living invited 10 community partners to attend the event. The event is scheduled for August 13th from 8am-12pm at the F Street Farmers Market in Bakersfield.
Program Highlights	

**Community Action Partnership of Kern
Monthly Report 2022**

Month	June-22	Program/Work Unit		Food Bank	
Division/Director	Susana Magana Director of Health & Nutrition	Program Manager	TBD		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
The Food Bank provides food assistance to low-income families and individuals through a network of more than 150 partnering food distribution sites throughout Kern County. The Food Bank also offers the Senior Food boxes to individuals ages 60 & older. The Backpack Buddies program provides youth with food when they are out of school (i.e., afterschool/weekends/holidays) distributed at CAPK youth centers, schools, and other community sites.					
Food Distributions	Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served (Duplicated) (SRV 5jj)	47,478	242,783	400,000	142%	61%
Pounds Received	1,470,119	11,875,327	22,000,000	80%	54%
Pounds Carried Over from Previous Month	1,840,515				
Pounds Distributed	1,171,155	8,385,154	22,000,000	64%	38%
Senior Food	Month	YTD	Month Goal	Month Progress	
Individuals Served (SRV 5jj)	4,278	24,853	4,800	89%	
Pounds Distributed	149,730	857,644	144,000	104%	
Free Farmers Markets	Month	YTD	Annual Goal	Month Progress	Annual Progress
Households Served (SRV 5jj)	7,500	13,466	13,200	682%	102%
Pounds Distributed	42,133	269,001	185,000	273%	145%
State-based Meal Kits (i.e., 3-4 day Food Supply 30lbs box)	Month	YTD	Annual Goal	Month Progress	Annual Progress
Meal Kits Received (SRV 5jj)	8,390	23,090	25,000	403%	92%
Total Pounds Distributed	Month	YTD	Annual Goal	Month Progress	Annual Progress
All Programs	1,363,018	9,534,889	22,354,000	147%	43%
Volunteers	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training (SRV 6f) (paid partnership though service providers, duplicated)	16	83	210	91%	40%
Other Volunteers (i.e., general public, duplicated)	26	508	750	42%	68%
Explanation (Over/Under Goal Progress)					
Program Strategic Goals			Progress Towards Goal		
1. Improve data collection and reporting methods.			Pending research on client database and training.		
2. Inventory System Enhancement			Starting phase 2 of new inventory system (Scan guns)		
3. Increase numbers of volunteers.			Utilize CRM VM portal		

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Work Unit		Food Bank	
Division/Director	Susana Magana Director of Health & Nutrition	Program Manager	Kelly Lowery Bank Administrator	Food	
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
The Food Bank provides food assistance to low-income families and individuals through a network of more than 150 partnering food distribution sites throughout Kern County. The Food Bank also offers the Senior Food boxes to individuals ages 60 & older. The Backpack Buddies program provides youth with food when they are out of school (i.e., afterschool/weekends/holidays) distributed at CAPK youth centers, schools, and other community sites.					
Food Distributions	Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served (Duplicated) (SRV 5jj)	44,700.00	287,483	400,000	134%	72%
Pounds Received	1,460,061	13,335,388	22,000,000	80%	61%
Pounds Carried Over from Previous Month	876,904				
Pounds Distributed	1,317,729	9,702,883	22,000,000	72%	44%
Senior Food	Month	YTD	Month Goal	Month Progress	
Individuals Served (SRV 5jj)	4,340	29,193	4,800	90%	
Pounds Distributed	153,895	1,011,539	144,000	107%	
Free Farmers Markets	Month	YTD	Annual Goal	Month Progress	Annual Progress
Households Served (SRV 5jj)	1,600	15,066	13,200	145%	114%
Pounds Distributed	50,131	319,132	185,000	325%	173%
State-based Meal Kits (i.e., 3-4 day Food Supply 30lbs box)	Month	YTD	Annual Goal	Month Progress	Annual Progress
Meal Kits Received (SRV 5jj)	7,000	30,090	100,000	84%	30%
Total Pounds Distributed	Month	YTD	Annual Goal	Month Progress	Annual Progress
All Programs	1,521,755	11,033,554	22,329,000	168%	49%
Volunteers	Month	YTD	Annual Goal	Month Progress	Annual Progress
Volunteers who received job skill training (SRV 6f) (paid partnership though service providers, duplicated)	18	101	210	103%	48%
Other Volunteers (i.e., general public, duplicated)	80	588	750	128%	78%
Explanation (Over/Under Goal Progress)					
Updated formula to withdraw Senior Food (C13) and Farmers Market (C16) poundage totals from Food Distribution total (C10) to allow for continued program level metric tracking without double counting.					
Program Strategic Goals			Progress Towards Goal		

**Community Action Partnership of Kern
Monthly Report 2022**

1. Update program level organization chart and fill open positions in anticipation of increased capacity after completion of expansion project.	Organization chart has been updated. Gaps have been identified. One supervisor level position has been listed, another is being finalized this week for listing.
2. Create positional depth within both the Admin Clerk and Warehouse Specialist positions.	Job descriptions are being analyzed and updated to add a tiered system within the positions that will incentivize and reward skills, knowledge, and tenure.

Program Highlights

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**Community Action Partnership of Kern
Monthly Report 2022**

Month	June-22	Program/Work Unit		Migrant Childcare Alternative Payment (MCAP)		
Division/Director	Susana Magana Director of Health & Nutrition	Program Administrator		Laura Porta		
Reporting Period	June 1st, 2022 to June 31st, 2022					
Program Description						
The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidy to migrant, agriculturally working families. Families can apply for child care services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, the family can migrate anywhere in California to follow agricultural work and their childcare services can continue.						
Services	Month	YTD	Goal	Month Progress	Annual Progress	
Number of Child Enrollments	65	1,606	1,000	78%	161%	
Childcare Providers (SRV 7f)	16	328	200	96%	164%	
MCAP Subsidies (SRV 7e) Jul 21-Jun 22	Month of May processed in June	YTD	Goal	Month Progress	Annual Progress	
Provider Payments-Subsidies Expended	\$1,139,276	\$ 10,068,471	\$12,000,000	114%	84%	
Explanation (Over/Under Goal Progress)						
Emergency regulations providing essential workers with childcare services expired on June 30th, 2022. The Migrant Program (MCAP) processed terminations for a total of 263 families / 552 children. A total of 59 families / 120 children were able to meet MCAP's eligibility criteria for services. The program has continued to enroll eligible families for services, currently there is no waiting list and families are enrolled for services immediately upon receipt of eligibility documents.						
Program Strategic Goals			Progress Towards Goal			
1. Fill Staff Vacancies.			MCAP Welcomed 4 new program specialists in the month of June.			
2. Retain Staff.			New hired personnel has been participating in MCAP's exhaustive training program. Program administration is working with HR in the ongoing evaluation of job descriptions and personnel needs.			
3. Contingency Staffing Plan			Program administration has continued to monitor and promote social distancing and sanitation protocols. Most meeting and trainings are being conducted via teams or zoom to prevent spread of Covid-19 virus.			
Program Highlights						
The Migrant Childcare Program (MCAP) completed the sunset of the emergency regulation services for essential workers and was able to transition a total of 123 children to receive services under MCAP.						

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Work Unit	Migrant Childcare Alternative Payment (MCAP)			
Division/Director	Susana Magana Director of Health & Nutrition	Program Administrator	Laura Porta			
Reporting Period	July , 2022 - July 31, 2022					
Program Description						
The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidy to migrant, agriculturally working families. Families can apply for child care services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, the family can migrate anywhere in California to follow agricultural work and their childcare services can continue.						
Services	Month	YTD	Goal	Month Progress	Annual Progress	
Number of Child Enrollments	82	1,688	1,000	98%	169%	
Childcare Providers (SRV 7f)	10	338	200	60%	169%	
MCAP Subsidies (SRV 7e) Jul 21-Jun 22	Month of June processed in July	YTD	Goal	Month Progress	Annual Progress	
Provider Payments-Subsidies Expended	\$1,104,604	\$ 11,173,074	\$12,000,000	110%	93%	
Explanation (Over/Under Goal Progress)						
The Migrant Childcare Program was able to fully earn the contract amount for FY 2021-2022, and was able to earn an additional \$3.2 million dollars in provider reimbursements from the additional contract allocation money, received at the end of last year. Administration, completed a full review of the program's organizational chart and contract needs for the new FY 2022-2023, and has been working with HR and our fiscal department to implement these changes.						
Program Strategic Goals	Progress Towards Goal					
1. Fill Staff Vacancies.	Management has identified the need to hire additional staff members to manage the influx of work. Interviews will be conducted during the first week of August 2022.					
2. Retain Staff.	Management conducted an exhaustive review of MCAP's staffing needs and is currently in the process of updating the program's organizational chart and hiring additional staff members.					
3. Contingency Staffing Plan	Administration has been working on updating MCAP's organizational chart to include key positions that will assist in meeting the new contract amount and requirements.					
Program Highlights						
For the FY 2021/2022, MCAP fully earned the original contract amount and earned an additional \$3.5 million dollars in childcare reimbursements. MCAP also received a substantial increase for the current FY for a total of \$27.4 million dollars which is almost 3x the previous contract amount.						

**Community Action Partnership of Kern
Monthly Report 2022**

Month	June-22	Program/Work Unit		Women Infants & Children (WIC) Nutrition	
Division/Director	Susana Magana Director of Health & Nutrition	Program Manager	Lorna Speight		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
The Women Infants & Children (WIC) program provides education, breastfeeding support and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 21 sites throughout Kern County, 5 locations in San Bernardino County, and through one mobile WIC clinic to reach hard-to-serve populations.					
Services	Month	YTD	Goal	Month Progress	Annual Progress
Caseload (SRV 5g)	13,024		16,160	81%	
Local Vendor Liaison-Contact Stores (contact 68 vendors 1 contact required per quarter totaling 272 contacts per year)	63	215	272	278%	79%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)	883		900	98%	
Prenatal Education: 25% of prenatal will receive the "Let's talk" pre-natal class. (Class is given in last trimester of pregnancy)	130	893	1,350	116%	66%
Outreach	Month	YTD	Goal	Month	Annual
Online Enrollment	146	972	1,800	97%	54%
WIC Presentations and Outreach Events	6	33	48	150%	69%
Publication in newspaper, television, and/or social media postings (English and Spanish)	58	358	720	97%	50%
Regional Breast Liaison (RBL)	Month	YTD	Goal	Month Progress	Annual Progress
Meet with key community stakeholders (i.e., medical managed care, hospital staff, lactation support, health care providers, other WIC agencies) in Region 24 to increase breastfeeding awareness and referrals to the WIC program, as well as share WIC digital materials and utilization.	7	24	48	175%	50%

**Community Action Partnership of Kern
Monthly Report 2022**

Explanation (Over/Under Goal Progress)	
LVL- The LVL is normally required to contact each vendor once per quarter. However, due to the formula shortage and LVL's were requested to contact all of the vendors in June to ensure they were aware of the infant formula vendor alert and the upcoming vendor stakeholder webinar at the end of June.	
Program Strategic Goals	Progress
1 Increase participant use of tele-health (doxy.me) platform with goal.	This was put on hold this month due to the formula shortage staff had to spend time educating clients regarding additional formula choices
2. To work with outreach to come up with strategies to increase WIC retention and re-engagement with current participants.	This was put on hold this month as the focus was to inform participants about the expanded formula list.
Program Highlights	

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Work Unit	Women Infants & Children (WIC) Nutrition		
Division/Director	Susana Magana Director of Health & Nutrition	Program Manager	Lorna Speight		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
The Women Infants & Children (WIC) program provides education, breastfeeding support and food vouchers for families with infants, children up to age 5, and women who are pregnant, postpartum or breast feeding. CAPK WIC operates in 21 sites throughout Kern County, 5 locations in San Bernardino County, and through one mobile WIC clinic to reach hard-to-serve populations.					
Services	Month	YTD	Goal	Month Progress	Annual Progress
Caseload (SRV 5g)	13,063		16,160	81%	
Local Vendor Liaison-Contact Stores (contact 68 vendors 1 contact required per quarter totaling 272 contacts per year)	17	232	272	75%	85%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)	896		900	100%	
Prenatal Education: 25% of prenatal will receive the "Let's talk" pre-natal class. (Class is given in last trimester of pregnancy)	135	1,028	1,350	120%	76%
Outreach	Month	YTD	Goal	Month	Annual
Online Enrollment	132	1,104	1,800	88%	61%
WIC Presentations and Outreach Events	8	41	48	200%	85%
Publication in newspaper, television, and/or social media postings (English and Spanish)	60	418	720	100%	58%
Regional Breast Liaison (RBL)	Month	YTD	Goal	Month Progress	Annual Progress
Meet with key community stakeholders (i.e., medical managed care, hospital staff, lactation support, health care providers, other WIC agencies) in Region 24 to increase breastfeeding awareness and referrals to the WIC program, as well as share WIC digital materials and utilization.	4	28	48	100%	58%

**Community Action Partnership of Kern
Monthly Report 2022**

Explanation (Over/Under Goal Progress)	
Program Strategic Goals	Progress
1 Increase participant use of tele-health (doxy.me) platform with goal.	This was put on hold this month due to the formula shortage staff had to spend time educating clients regarding additional formula choices
2. To work with outreach to come up with strategies to increase WIC retention and re-engagement with current participants.	This was put on hold this month as the focus was to inform participants about the expanded formula list.
Program Highlights	



Youth and Community Services

East Kern Family Resource Center

Oasis Family Resource Center

Energy, Weatherization, and Utility Assistance

Friendship House Community Center

Shafter Youth Center

Volunteer Income Tax Assistance

**Community Action Partnership of Kern
Monthly Report 2022**

Month	June-22	Program/Work Unit		East Kern Family Resource Center (EKFRCC)		
Division/Director	Fred Hernandez Youth & Community Services	Program Manager		Matthew Buck		
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
East Kern Family Resource Center (EKFRCC) is a regional resource center based in Mojave, Ca. The EKFRCC assists individuals and families from the desert and Tehachapi Mountain communities. The primarily focusing on referred families with children who are at risk of abuse and neglect, and families unprepared to enter kindergarten successfully. The EKFRCC also assists walk-in clients with basic needs, clothing, faxing/copying services, HEAP applications and referrals.						
Differential Response		Month	YTD	Annual Goal	Month Progress	Annual Progress
Provide One Time Referral Services to Families (SRV 7c)		54	204	250	259%	82%
Provide One Time Referral Services to Children (SRV 7c)		101	339	350	346%	97%
Case Management-Families (SRV 7a)		13	76	100	156%	76%
Case Management-Children (SRV 7a)		25	150	250	120%	60%
Differential Response Total		193	769	950	220%	81%
First 5		Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)		4	28	40	120%	70%
Children Receiving Case Management Services (SRV 7a)		4	36	55	87%	65%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)		3	21	20	180%	105%
Children Educational Center Base Activities (FNPI 2b)		0	27	30	0%	90%
Children Educational Home Base Activities (FNPI 2b)		4	43	30	160%	143%
Children Summer Bridge Activities (FNPI 2b)		5	5	15	400%	33%
Collaborative Meetings Participated		2	9	15	160%	60%
Family Support Services for non-clients with children ages 5 and under		9	98	100	108%	98%
First 5 Total		31	267	305	152%	88%
Walk-In Services (Non-Clients)		Month	YTD			
Food/Household Items (SRV 5jj; SRV 5nn)		22	339			
Referrals/Administrative Services (SRV 7c)		72	946			
Explanation (Over/Under Goal Progress)						

**Community Action Partnership of Kern
Monthly Report 2022**

Program Strategic Goals	Progress Towards Goal
1. Move to a better-suited location.	Location picked out and rental agreement being worked on.
2. Offer more on-site services.	In progress
3. Expand our reach across the East Kern Communities.	In progress
Program Highlights	

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Work Unit	East Kern Family Resource Center (EKFRC)		
Division/Director	Fred Hernandez Youth & Community Services	Program Manager	Matthew Buck		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
East Kern Family Resource Center (EKFRC) is a regional resource center based in Mojave, Ca. The EKFRC assists individuals and families from the desert and Tehachapi Mountain communities. The primary focus is on referred families with children who are at risk of abuse and neglect, and families unprepared to enter kindergarten successfully. The EKFRC also assists walk-in clients with basic needs, clothing, faxing/copying services, HEAP applications and referrals.					
Differential Response	Month	YTD	Annual Goal	Month Progress	Annual Progress
Provide One Time Referral Services to Families (SRV 7c)	-	204	250	0%	82%
Provide One Time Referral Services to Children (SRV 7c)	-	339	350	0%	97%
Case Management-Families (SRV 7a)	42	118	100	504%	118%
Case Management-Children (SRV 7a)		150	250	0%	60%
Differential Response Total	42	811	950	126%	85%
First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	2	30	40	60%	75%
Children Receiving Case Management Services (SRV 7a)	2	38	55	44%	69%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	-	21	20	0%	105%
Children Educational Center Base Activities (FNPI 2b)	2	29	30	80%	97%
Children Educational Home Base Activities (FNPI 2b)	3	46	30	120%	153%
Children Summer Bridge Activities (FNPI 2b)	3	8	15	240%	53%
Collaborative Meetings Participated	1	10	15	80%	67%
Family Support Services for non-clients with children ages 5 and under	2	100	100	24%	100%
First 5 Total	15	282	305	81%	92%
Walk-In Services (Non-Clients)	Month	YTD			
Food/Household Items (SRV 5jj; SRV 5nn)	44	383			
Referrals/Administrative Services (SRV 7c)	38	984			
Explanation (Over/Under Goal Progress)					
Program Strategic Goals			Progress Towards Goal		
1. Move to a better-suited location.			A new location has been chosen, working on the lease agreement.		

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2. Offer more on-site services.	We are not providing Utility Assistance Services at the EKFC.
3. Expand our reach across the East Kern Communities.	We are working with the Tehachapi Salvation Army in order to provide food and housing assistance.
Program Highlights	

Month	June-22	Program/Work Unit	Oasis Family Resource Center		
Division/Director	Services Freddy Hernandez	Program Manager	Eric Le Barbe		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgecrest and surrounding communities. They focus on providing case management and educational support to families to build resilience					
First 5	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)
Parents Receiving Case Management	2	13	30	40%	43%
Children Receiving Case Management	2	16	30	40%	53%
Parents Participating in Court Mandated	0	6	10	0%	60%
Children Educational Home Base Activities	7	16	15	280%	107%
Children Summer Bridge Activities (FNPI	11	11	10	660%	110%
Collaborative Meetings	1	6	8	75%	75%
Family Support Services for non-clients with children 5 and under	18	61			
First 5 Total	41	129	103	239%	125%
Walk-In Community Services (Duplicated	Month	YTD			
Food/Household Items (SRV 7c)	36	218			
Referrals/Administrative Services (SRV 7c)	14	142			
Emergency Clothing (SRV 7n)	5	26			
Copies	12	59			
Transportation Assistance (SRV 7d)	6	47			
COVID-19 Supplies (SRV 5oo)	11	94			
Total Community Services	84	586			
Explanation (Over/Under Goal Progress)					
The First 5 Kern numbers may appear to be low in June. However, the reporting for F5K is on a different fiscal year schedule than CAPK from July 2021 to June 2022. We exceeded all our F5K goals for the fiscal year ending in June including serving a total of 32 parents with 40 children having received case management services. We provided community services for a total of 86 inquiries in June 2022					
Program Strategic Goals			Progress Towards Goal		
1. Offer Court Mandated Nurturing Parenting			The class was offered last quarter and will be offered again starting in August 2022 with a morning session for stay at home parents and an evening session for working parents.		
2. Strengthen educational Homebase and Summer Program for children ages 0 - 5 utilizing Kern Early Stars Resources.			Summer Bridge program was offered for 12 children utilizing Kern Early Stars resources. Only 11 children are counted for the F5K report as one 6 year old child who skipped kindergarten was included (over the age of 5).		
3. Increase range of services offered to clients in the Ridgecrest community by bringing VITA & Energy Assistance programs on site to the Oasis FRC.			We continued to provide VITA appointments in June while promoting the Child Tax Credit. The Rental Assistance program conducted outreach in the Ridgecrest Community. Our office assistant office assistant who is also work part-time for HEAP is now processing applications on site.		

4. Apply for 3 three funding opportunities that would help extend range of services outside First 5 clients for under served families (Children 6-18, seniors, and homeless individuals).

In June, the Oasis FRC was awarded the friends of Mercy Foundation Sister Phyllis grant (\$7,500), the PGE Emergency Preparedness Grant (\$5,000), and the Kern Family Health Care Grant (\$2,000). We also applied for the WACOM distribution fund in June.

Program Highlights

Month	July-22	Program/Work Unit	Oasis Family Resource Center		
Division/Director	Services Freddy Hernandez	Program Manager	Eric Le Barbe		
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgecrest and surrounding communities. They focus on providing case management and educational support to families to build resilience					
First 5	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)
Parents Receiving Case Management Services (SRV 7a)	13	26	30	260%	87%
Children Receiving Case Management Services (SRV 7a)	16	32	30	320%	107%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	0	6	10	0%	60%
Children Educational Home Base Activities (FNPI 2b)	16	32	15	640%	213%
Children Summer Bridge Activities (FNPI 2b)	12	23	10	720%	230%
Collaborative Meetings	0	6	8	0%	75%
Family Support Services for non-clients with children 5 and under	37	98			
First 5 Total	94	223	103	548%	217%
Walk-In Community Services (Duplicated & Non	Month	YTD			
Food/Household Items (SRV 7c)	64	282			
Referrals/Administrative Services (SRV 7c)	20	162			
Emergency Clothing (SRV 7n)	11	37			
Copies	24	83			
Transportation Assistance (SRV 7d)	13	60			
COVID-19 Supplies (SRV 5oo)	17	111			
Total Community Services	149	735			
Explanation (Over/Under Goal Progress)					
July is the first month of the F5K fiscal year hence a great increase in number for case management services and home base activities as parents/children continuing receiving services in the new fiscal year get counted in July. There was no Collaborative meeting as the program was dormant in July.					
Program Strategic Goals			Progress Towards Goal		
1. Offer Court Mandated Nurturing Parenting Class every other quarter.			The class will be offered again this quarter starting in August 2022 with a morning session for stay at home parents and an evening session for working parents.		

<p>2. Strengthen educational Homebase and Summer Program for children ages 0 - 5 utilizing Kern Early Stars Resources.</p>	<p>The Summer Bridge program was offered for 12 children utilizing Kern Early Stars resources in July 2022.</p>
<p>3. Increase range of services offered to clients in the Ridgecrest community by brining VITA & Energy Assistance programs on site to the Oasis FRC.</p>	<p>We continued to provide VITA appointments in July while promoting the Child Tax Credit. The Rental Assistance program conducted outreach in the Ridgecrest Community. Our office assistant office assistant who also works part-time for HEAP is now processing applications on site.</p>
<p>4. Apply for 3 three funding opportunities that would help extend range of services outside First 5 clients for under served families (Children 6-18, seniors, and homeless individuals).</p>	<p>In July 2022, the Oasis Family Resource Center applied for two grants with Wells Fargo for a vehicle and the Dr. Seuss Foundation for a literacy program.</p>
<p>Program Highlights</p>	
<p>The First 5 Kern Summer Bridge program operated at full capacity using the Oasis Head Start classroom this summer. The Oasis Family Resource Center broke a new monthly record providing community services for a total of 121 inquires in the month of July 2022.</p>	

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Month	June-22	Program/Work Unit			Friendship House Community Center (FHCC)	
Division/Director	Fred Hernandez Youth & Community Services	Program Manager			Lois Hannible	
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
Located in Southeast Bakersfield, the program serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.						
Youth Programs	Current Enrolled	Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (FNPI 2c.2., FNPI 2c.3, SRV 2p) Reporting ends June 30, 2022	55	18	70	30	720%	233%
Summer Program (Max Capacity due to COVID) (SRV 2m)	35	0	0	25	0%	0%
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)	0		22	35	0%	63%
Medi-Cal Outreach (ends June 30, 2022)		Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions		117	278152	3,000	47%	9272%
Canvassing phone calls and flyers		3450	22513	15,000	276%	150%
Explanation (Over/Under Goal Progress)						
The Friendship House Summer Program is fully enrolled. Outreach for the Medi-Cal program has increased due to the use of billboards and GET bus ads. The FHCC After-School/Learning Pod program was not offered in June, so no enrollment numbers are represented.						
Program Strategic Goals			Progress			
1. Develop an Ad Hoc Committee and implement a fencing/lighting campaign for the CAPK Friendship House.			In progress. A meeting was held on 6/1/22.			
2. Develop a meeting schedule for the Friendship House Advisory Board and implement scheduled meetings/trainings.			Completed			
3. Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.			In progress. The FHCC just received three new grant awards, which includes a STEM grant from Albertsons, a grant from Kern Health Systems, and a CaLVIP sub-award with the City of Bakersfield.			
Program Highlights						
A free little library was installed at the CAPK Friendship House on 6/30/22 by a group of caring community members, which included the office of Assemblyman Rudy Salas, Councilman Eric Arias, the building trades unions, and a host of others. Program youth were provided with an opportunity to stock the library with exciting books to read and then had the honor of decorating the library with their handprints. Thank you to everyone who made this possible. The library will be enjoyed by community youth for many years to come.						

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Work Unit	Friendship House Community Center (FHCC)			
Division/Director	Fred Hernandez Youth & Community Services	Program Manager	Lois Hannible			
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
Located in Southeast Bakersfield, the program serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.						
Youth Programs	Current Enrolled	Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (FNPI 2c.2., FNPI 2c.3, SRV 2p) Reporting ends June 30, 2022	40	0	40	30	0%	133%
Summer Program (Max Capacity due to COVID) (SRV 2m)	35	6	41	25	288%	164%
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)	0		22	35	0%	63%
Medi-Cal Outreach (ends June 30, 2022)		Month (Added)	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions		109	278,261	3,000	44%	9275%
Canvassing phone calls and flyers		2,640	25,153	15,000	211%	168%
Explanation (Over/Under Goal Progress)						
The Friendship House Summer Program is fully enrolled. Outreach for the Medi-Cal program has increased due to the use of billboards and GET bus ads. The FHCC After-School/Learning Pod program was not offered in July, so no enrollment numbers are represented. The new fiscal year for the Mentor Program started 7/1/22. The 40 program participants reported, represent those participating for FY 2022/23. The program recruits program participants throughout the year. The FHCC Learning Pod/After-School Programs were not offered in June, so no enrollment numbers are represented.						
Program Strategic Goals			Progress			
1. Develop an Ad Hoc Committee and implement a fencing/lighting campaign for the CAPK Friendship House.			In progress. The State provided \$1 million in funding for the campaign. The press conference and check presentation will be 8/5/22. A huge thank you to Assemblyman Rudy Salas and FHCC Advisory Board Member Jenilee Fermin for leading the way.			
2. Develop a meeting schedule for the Friendship House Advisory Board and implement scheduled meetings/trainings.			Completed			
3. Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.			In progress. The FHCC just received three new grant awards, which includes a STEM grant from Albertsons, a grant from Kern Health Systems, and a CaLVIP sub-award with the City of Bakersfield.			
Program Highlights						
Assemblyman Salas championed \$1 million of State funding for the FHCC fencing and lighting campaign, paving the way for increased activities and improved security at the Friendship House.						

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Month	June-22	Program/Work Unit			Shafter Youth Center (SYC)	
Division/Director	Fred Hernandez Youth & Community Services			Program Manager	Angelica Nelson	
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The Shafter Youth Center (SYC) serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.						
Youth Programs	Current Enrolled	Month	YTD	Goal	Month Progress	Annual Progress
Summer Program starting in June (Max Capacity due to COVID) (SRV 2m)	21	21	21	30	840%	70%
After School/Learning Pods Enroll (FNPI 2c & SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)	0		15	25	0%	60%
Community Programs		Month				
None this month						
Outreach Activities		Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)		0	0	6	0%	0%
Community Events (i.e., diaper, food, PPE distributions)		0	0	6	0%	0%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals			Progress			
1. Increase youth program registration as COVID restrictions ease up while maintaining a safe environment.			Increased registration for summer session			
2. Increase attainment of program funding to provide larger variety of program offerings.			New grants being researched and applied for.			
3. Increase community engagement, including volunteers, social media, program participation.			Social media posts have been increased.			
Program Highlights						

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Month	July-22	Program/Work Unit			Shafter Youth Center (SYC)	
Division/Director	Fred Hernandez Youth & Community Services			Program Manager	Angelica Nelson	
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The Shafter Youth Center (SYC) serves children, adults, and families through youth after-school, summer and pre-employment programs, parenting classes, nutrition education, sports, access to social services, and more.						
Youth Programs	Current Enrolled	Month	YTD	Goal	Month Progress	Annual Progress
Summer Program starting in June (Max Capacity due to COVID) (SRV 2m)	28	7	28	30	280%	93%
After School/Learning Pods Enroll (FNPI 2c & SRV 2I) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)	0		15	25	0%	60%
Community Programs		Month				
None this month						
Outreach Activities		Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates)		0	0	6	0%	0%
Community Events (i.e., diaper, food, PPE distributions)		0	0	6	0%	0%
Explanation (Over/Under Goal Progress)						
Program Strategic Goals			Progress			
1. Increase youth program registration as COVID restrictions ease up while maintaining a safe environment.			Summer program attracted some more registration.			
2. Increase attainment of program funding to provide larger variety of program offerings.			Applied for one more grant this month.			
3. Increase community engagement, including volunteers, social media, program participation.			In progress			
Program Highlights						

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Month	June-22	Program/Work Unit	Volunteer Income Tax Assistance (VITA)		
Division/Director	Fred Hernandez Youth & Community Services		Program Manager	Jacqueline Guerra	
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
VITA offers no-cost tax preparation and e-filing for low and moderate-income individuals and families. VITA also assists eligible clients to take advantage of the Earned Income Tax Credit (EITC), increasing their tax return and boosting the local economy. All VITA services are provided by IRS-certified staff and volunteers.					
Completed Tax Returns (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Federal	100	4,587	4,300	26%	107%
State	93	4,455	4,100	25%	109%
Refunds and Credits (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Federal Refunds	\$164,138	\$5,991,594	\$5,100,000	33%	117%
State Refunds	\$13,331	\$887,449	\$1,500,000	18%	59%
Federal EITC <i>(income limit \$57,414/household)</i>	\$43,277	\$2,617,450	\$2,200,000	20%	119%
CalEITC <i>(income limit \$30,000/household)</i>	\$5,136	\$380,480	\$370,000	16%	103%
Total Refunds and Credits	\$225,882	\$9,876,973	\$9,170,000	27%	108%
Individual Taxpayer Identification Number (ITIN) (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Applications (New/Renewal)	5	45	75	133%	60%
Explanation (Over/Under Goal Progress)					
Program Strategic Goals			Progress Towards Goal		
1. Develop and implement site expansion plan, including isolated areas and new partners.			-		
2. Build community awareness of VITA services through partnership opportunities.			-		
3. Program capacity building by pursuing funding opportunities to support operational expenses.			-		
Program Highlights					

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Month	July-22	Program/Work Unit	Volunteer Income Tax Assistance (VITA)		
Division/Director	Fred Hernandez Youth & Community Services		Program Manager	Jacqueline Guerra	
Reporting Period	January 1, 2022 - December 31, 2022				
Program Description					
VITA offers no-cost tax preparation and e-filing for low and moderate-income individuals and families. VITA also assists eligible clients to take advantage of the Earned Income Tax Credit (EITC), increasing their tax return and boosting the local economy. All VITA services are provided by IRS-certified staff and volunteers.					
Completed Tax Returns (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Federal	55	4,642	5,100	14%	91%
State	53	4,508	5,100	14%	88%
Refunds and Credits (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Federal Refunds	\$146,471	\$6,138,065	\$5,100,000	29%	120%
State Refunds	\$18,827	\$906,276	\$1,500,000	25%	60%
Federal EITC <i>(income limit \$57,414/household)</i>	\$26,673	\$2,644,123	\$2,200,000	12%	120%
CalEITC <i>(income limit \$30,000/household)</i>	\$7,155	\$387,635	\$370,000	22%	105%
Total Refunds and Credits	\$199,126	\$10,076,099	\$9,170,000	24%	110%
Individual Taxpayer Identification Number (ITIN) (SRV 3o)	Month	YTD	Goal	Month Progress	Annual Progress
Applications (New/Renewal)	3	48	75	75%	64%
Explanation (Over/Under Goal Progress)					
Program Strategic Goals			Progress Towards Goal		
1. Develop and implement site expansion plan, including isolated areas and new partners.			Connected with Ridgecrest Alta One Credit Union to partner for a seasonal site for 2022-23 tax season		
2. Build community awareness of VITA services through partnership opportunities.			Continuing CalEITC and Free Tax Prep outreach through resource events and CAPK's food bank drives and other programs.		
3. Program capacity building by pursuing funding opportunities to support operational expenses.			In progress.		
Program Highlights					



Operations

Business Services

Maintenance

Information Technology

Data Services

Risk Management

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Month	June-22	Program/Work Unit	Operations Division	
Division/Director	Emilio Wagner Director of Operations	Program Managers	Joshua Mckee, Jeremy Keeling, Douglas Dill, Ryan Dozier, Kerri Davis, Laurie Sproule	
Reporting Period	January 1, 2022 - December 31, 2022			
Division Description				
Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.				
Business Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Purchase Orders	192		192	1448
Contracts	27	5	27	129
Leases	1	18	1	2
Requests for Proposals		3	4	17
Business Services Projects				
<i>Description</i>		<i>% Completed</i>	<i>Comments</i>	
Pest Control Services -Agency		90	Preparing contract	
Barnett House Tenant Improvements -EHS		100	Completed	
Energy Subcontractor -Re-issued		80		
Energy Glass Subcontractor			Preparing for re-issue per program	
Barnett House Tenant Improvements -EHS		100	Completed	
Child Haven -5 Real Road -Design Build- HS		100	Completed	
Integrated Performance/learning Management -HR		100	Completed	
Projects				
Universal Intake	Develop intake for Programs that don't have an electronic process.		60%	60%
Cheers for Peers	Project to nominate employees for recognition.		100%	100%
Volunteer Management	Track and manage Volunteers working within the agency.		90%	90%
Volunteer Check In	Process that allows volunteers to quickly check in and out when volunteering at Programs.		70%	70%%
Contract Management System	Track and manage contracts within the Agency.		90%	90%
Case Management Application	Designed with the Student Case Management grant in mind, will allow case managers to have assessments and track student progress with Dynamics.		40%	40%
Facilities				
Activity	Requested	In-Progress	Processed	Processed YTD
Facility Work Orders	276	112	274	1637

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Construction Projects				
Head Start Expansion		Harvey Hall, Pete Parra, Sterling, & Martha J Morgan	82%	
Food Bank Expansion		Access Road, Site Utilities, Building footings	25%	
Major Maintenance Projects				
		Re-roof - Angela Martinez, Primeros Pasos	100%	
		Restroom upgrades - Angela Martinez, M&O, Food Bank	15%	
Information & Technology				
Activity	Requested	In-Progress	Processed	Processed YTD
Help Desk Work Orders	194	81	185	1440
Information & Technology Projects				
<i>Description</i>		<i>% Completed</i>		<i>Comments</i>
iPad upgrades		100		
Network upgrades		90		
Firewall upgrades		85		
Risk Management				
Workers Compensation Claims	Reported		Reported YTD	
First Aid (Reported only)	5		24	
First Aid	0		8	
Medical Treatment	0		3	
Modified Duty	0		3	
Lost Time	0		3	
Non-Industrial (not work related)	0		0	
Under Investigation	0		0	
Confirmed Work Related COVID	0		20	
Other	13		95	
Program Strategic Goals		Progress Towards Goal		
1. Identify current business processes associating standard level agreements and		All Operations departments have identified business processes and developed standard service level agreements.		
2. Maximize business efficiency with the existing technology.		Departments have conducted a review of their systems capabilities and identified which processes do not have a system. In the current development of creating systems using existing technology.		
3. Provide better communication surrounding operations.		Identify and develop communication strategies, such as SharePoint communication page, monthly Operations news, and tips.		
Program Highlights				

**Community Action Partnership of Kern
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Month	July-22	Program/Work Unit	Operations Division	
Division/Director	Emilio Wagner Director of Operations	Program Managers	Joshua Mckee, Jeremy Keeling, Douglas Dill, Ryan Dozier, Kerri Davis, Laurie Sproule	
Reporting Period	January 1, 2022 - December 31, 2022			
Division Description				
Facility repair and maintenance, procurement, information technology, risk insurance, vehicle registration, contracts, facility leases and facility planning.				
Business Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Purchase Orders	133		133	1581
Contracts	31	1	31	160
Leases	0	18	1	3
Requests for Proposals	2	5	4	21
Business Services Projects				
<i>Description</i>		<i>% Completed</i>	<i>Comments</i>	
Pest Control Services -Agency		90	Preparing contract	
Energy Subcontractor		80		
Energy Glass Subcontractor			Preparing for re-issue per program	
Jewett Design Build Tenant Improvement		25		
Accounting and Finance Software		50		
Data Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Dynamic 365 Fixes				0
Dynamic 365 Enhancements	0	1	1	1
Projects				
Universal Intake		Develop intake for Programs that don't have an electronic process.	60%	60%
Volunteer Management		Track and manage Volunteers working within the agency.	100%	100%
Contract Management System		Track and manage contracts within the Agency.	90%	90%
In-kind Management		the total number of in-kind hours with built in automation. This application will eliminate the current	70%	70%
Case Management Application		Designed with the Student Case Management grant in mind, will allow case managers to have assessments and track student progress with Dynamics.	50%	50%
Facilities				
Activity	Requested	In-Progress	Processed	Processed YTD
Facility Work Orders	235	115	210	1890
Construction Projects				
Head Start Expansion		Harvey Hall, Pete Parra, Sterling, & Martha J Morgan	85%	

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Food Bank Expansion		Access Road, Site Utilities, Curbs & Footings	30%	
Major Maintenance Projects				
		Re-roof - Angela Martinez, Primeros Pasos	100%	
		Restroom upgrades - Angela Martinez, M&O, Food Bank	18%	
Information & Technology				
Activity	Requested	In-Progress	Processed	Processed YTD
Help Desk Work Orders	232	107	220	1672
Information & Technology Projects				
<i>Description</i>		<i>% Completed</i>	<i>Comments</i>	
New Classroom setup		0		
Network upgrades		90		
Firewall upgrades		85		
Risk Management				
Workers Compensation Claims	Reported		Reported YTD	
First Aid (Reported only)	2		26	
First Aid	0		8	
Medical Treatment	2		5	
Modified Duty	0		3	
Lost Time	0		3	
Non-Industrial (not work related)	0		0	
Under Investigation	0		0	
Confirmed Work Related COVID			20	
Other	2		97	
Program Strategic Goals		Progress Towards Goal		
1. Identify current business processes associating standard level agreements and priorities.		All Operations departments have identified business processes and developed standard service level agreements.		
2. Maximize business efficiency with the existing technology.		Departments have conducted a review of their systems capabilities and identified which processes do not have a system. In the current development of creating systems using existing technology.		
3. Provide better communication surrounding operations.		Identify and develop communication strategies, such as SharePoint communication page, monthly Operations news, and tips.		
Program Highlights				



Administration

Grant Development CAPK

Foundation Outreach &

Marketing

2-1-1 Kern Call Center

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Monthly Report 2022**

Month	June-22	Program/ Work Unit	Executive Division			
Division/Director	Pritika Ram Director of Administration	Program Manager				
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The services under the Executive Division range from fund and grant development/research to outreach and media/public relations, as well as new business development. This includes project management of agency level initiatives, such as the 2021-25 Strategic Plan and CAA-related plans, and special projects.						
Outreach Social Media		Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Training		18,763	110,170	220,000	102%	50%
Facebook Impressions (i.e., number of times users see content)		36,966	217,676	500,000	89%	44%
Other Social Media Impressions		10,767	57,259	145,000	89%	39%
Outreach Advocacy			Outreach Special Projects			
Partnered with Creative Crossings to obtain FHCC mural grant		CAPK DE&I Committee began meeting that included some staff from the executive division				
Participating in NCAF legislative webinar		Assisted with the kickoff of the M street safe camping				
Celebrated CAPK being named Non-Profit of the Year at the Beautiful Bakersfield Awards.		Supported kick off of CAPK leaders participation in BC applied leadership courses				
Assisted Councilman Eric Arias with mini library installation at FHCC with Assemblymember Salas and the United Way		Assisted City of Bakersfield with visioning workshop at FHCC				
		Coordinated media stories on M Street Safe Camping				
		Coordinated Energy Campaign with Hey Salty Marketing				
		Promoted Amazon volunteers at Friendship House				
		Supported CAPK involvement in CERF partnership				
Grants In Progress/Research			Projects			
WACOM (Women's Auxiliary Officers Mess, China Lake) Provides funds to non-profit organizations that extend a helping hand to military and civilian members of the local community. Oasis FRC- Applied		Vaccine Equity Project- CAPK is partnering with NCAP, Grammercy Research Center, and the Association of State and Territorial Health Organizations (ASTHO) to promote vaccine equity in communities with low COVID vaccine adoption rates. CAPK has secured a contract with NCAP & ASTHO. CAPK has executed contracts with local CBOs, ShePower, Bakersfield American Indian Health Project, and South Kern Sol. Outreach and events have begun.				
		Tango Software- The Executive Division has purchased Tango, which is a software system that captures real-time step-by-step guidance. This software will allow staff to create user guides that can be shared to inform, educate, or answer any questions on how to perform a process.				

**Community Action Partnership of Kern
Monthly Report 2022**

Anthem Maternal and Child Health - Abandoned- The grant supports prenatal and pregnancy care and is outside CAPK's scope of services.	Launched Interagency Referral Management CRM June 13, 2022.
	First Cohort began Bakersfield College's Adult Education Program, Applied Leadership Certificate Program
Community Services Block Grant (CSBG)	Process Improvement (i.e., ROMA, PCDD)
On-going monthly reporting	CRM Volunteer Management (B.3a.) and Outreach and Advocacy program published Process Mapping guide for services.
Preparing CSBG organizational standards (due 8/2022)	
Foundation	
Preparing for onboarding for new Director of Development.	Friendship House Community Center - Campaign. Meetings with the City of Bakersfield to discuss project. Specifically, pursuing CDBG for the solar component of the project.
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.	The volunteer management CRM system has been extremely successful and has seen a huge increase in volunteer inquiries. We are hoping to add an enhanced check in system, making it easier for volunteers to check in when arriving to a shift.
2. Increase grant development and marketing activities, which are aligned with the 2021-25 Strategic Plan.	Use of grant firms, specific to FRC and youth programs, and food insecurity.
3. Agency-level adoption of Results Oriented Management & Accountability (ROMA) and Patient-Centered Data Driven Principles to programmatic and operational use.	Cohort Training - Start
Program Highlights	

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/ Work Unit	Executive Division			
Division/Director	Pritika Ram Chief Business Development Officer	Program Manager				
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The services under the Executive Division range from fund and grant development/research to outreach and media/public relations, as well as new business development. This includes project management of agency level initiatives, such as the 2021-25 Strategic Plan and CAA-related plans, and special projects.						
Outreach Social Media		Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Training		21,394	131,564	220,000	117%	60%
Facebook Impressions (i.e., number of times users see content)		77,601	295,277	500,000	186%	59%
Other Social Media Impressions		19,157	76,416	145,000	159%	53%
Outreach Advocacy		Outreach Special Projects				
Participated in CalCAPA Advocacy Committee		Assisted Head Start with launching off new web pages and content development				
Attended State of the City Luncheon		Assisted with promoting the bingo and beers fundraiser event at Temblor Brewing, that benefited FHCC.				
		Staff attended the United Way Professional Development Conference and shared organizational informational				
		Supported CERF effort with logistics and communications				
		Provided support for Vaccine Equity project				
		Provided support for Medi-Cal grant plan				
		Coordinated added-value TV and Radio Spots for Energy				
		Staff attended Wipfli conference on CRM development and excellence				
		Handled media coverage of M Street COVID outbreak.				
		Promoted Chevron volunteer at Senior Food Bank				
Grants In Progress/Research		Projects				
Dignity Health's 2023 Community Health Improvement Grant Program & Wonderful Community Grant. Project Scope for both: Kern County Geographic Information System (GIS). We propose that GIS is a valuable tool for explaining social determinants of health, planning food distribution and nutrition strategies, and predicting outcomes - i.e., food security through the allocation of resources. GIS is a computer system for displaying and analyzing geospatial data that demonstrates the relationships between programs, services, and the community.		Program Design Template- The Executive Division has created a Program Design template that includes program-specific questions, Goal and SMART Objective examples, ROMA principles and models, and CSBG performance indicators. This template will help the grant team and program managers/directors capture all program-related questions that may arise in a new funding opportunity to start a new service or program.				

**Community Action Partnership of Kern
Monthly Report 2022**

<p>California Department of Social Services' Guaranteed Income Pilot Program. Project Scope: Direct payment of \$600 per month per individual, or not to exceed \$16,000 per 12-month period. Recommended to seek tax advice. Priority to serving at least 150 individuals of one or both of the priority populations: pregnant California residents and California resident youth aging out of extended foster care</p>	<p>Contract Management- The Executive Division has been working with Information Systems team to create a Contract Management System that will process revenue and expenditure contracts in one system electronically.</p>
	<p>The Executive Divisions has been working with Transforming Local Communities on developing and implementing a Kern County Food Insecurity Assessment. Phase 1, staff interviews of food-based programs (CalFresh, WIC, Food Banks, etc.), began in June 2022.</p>
<p>Community Services Block Grant (CSBG)</p>	<p>Process Improvement (i.e., ROMA, PCDD)</p>
<p>On going monthly reporting</p>	
<p>Preparing CSBG organizational standards (due 8/2022)</p>	<p>Progress Results Inc will implement training sessions on Results Oriented Management and Accountability frameworks. Two groups will participate in training activities; a Core Team has been identified, as well as an Implementers Team that will support future training sessions for staff. The first training occurred in July and meetings are currently scheduled through September.</p>
<p>Foundation</p>	
<p>Friendship House Community Center - Campaign. Funding Committed for the Sports Field Enhancements for \$1.0M with Assemblymember Rudy Salas.</p>	<p>Press Conference planned for Fri, Aug 5th at 10 a.m.</p>
	<p>FHCC with Assemblyman Rudy Salas for check</p>
<p>Explanation (Over/Under Goal Progress)</p>	
<p>Program Strategic Goals</p>	<p>Progress Towards Goal</p>
<p>1. Customer Relationship Management Projects, including Volunteer Management, inter-agency Referral Management, and contract management.</p>	<p>Volunteer CRM launched a new improvement with a check in and check out system allowing staff members to better capture volunteer hours.</p>
<p>2. Increase grant development and marketing activities, which are aligned with the 2021-25 Strategic Plan.</p>	<p>Use of grant firms, specific to FRC and youth programs, and food insecurity.</p>

**Community Action Partnership of Kern
Monthly Report 2022**

3. Agency-level adoption of Results Oriented Management & Accountability (ROMA) and Patient-Centered Data Driven Principles to programmatic and operational use.	ROMA Training - Cohort + Goal 5 In Progress
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Program Highlights

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Community Action Partnership of Kern
Monthly Report 2022

Month	June-22	Program/Division		2-1-1 Call Center Program		
Division/Director	Pritika Ram Chief Business Development Officer		Program Manager	Jennifer Jordan Program Administrator		
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The 2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. The 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has over 15 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera through the United Way partnerships.						
Most Requested Services	Homelessness Programs		Utility Service Payment Assistance		Food Insecurity	
Top 3 Unmet Needs	Low Income Housing		Homelessness Programs		Rental Payment Assistance	
Information and Referral Services Calls Handled		Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)		6,423	41,354	90,000	86%	46%
Kings County (SRV 7c)		206	1,224	4,000	62%	31%
Tulare County (SRV 7c)		668	4,297	18,000	45%	24%
Stanislaus County (SRV 7c)		646	4,618	19,200	40%	24%
Fresno & Madera		1,244	14,899	20,000	75%	74%
Merced & Mariposa (<i>effective March 2022</i>)		77	155	500	185%	31%
Total I&R Calls Handled		9,264	66,547	151,700	82%	44%
Staffing vs. Call Volume				Current Staff	Staff Needed Per Call	Staff Over/Short
2-1-1 staff designated for calls handled across all counties contracts with the expectation of 42 calls per staff for an 8-hour shift.				14	1.5	(6.52)
Grant Funded Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)		8	79	300	32%	26%
Medi-Cal Application (SRV 7b & SRV 7c)		3	48	100	36%	48%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)		26	133	300	104%	44%
2-1-1 Website Visitors		Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated Visitors (<i>i.e., accessing 2-1-1 e-services and database resources</i>)		23,211	126,075	225,000	124%	56%
Other Calls		Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)		3,248	18,963	45,000	87%	42%
Mental Health (SRV 7c)		180	1,252	3,700	58%	34%
Health and Human Service Referrals		5,787	41,133	110,000	63%	37%
Total Other Services		9,215	61,348	158,700		

Community Action Partnership of Kern
Monthly Report 2022

Explanation (Over/Under Goal Progress)	
<p>At the beginning of the year, 2-1-1 challenged ourselves to increase our annual goal for all counties. As we have reached a midway point, we are continuing to challenge ourselves to get either close to or exceed the goal.</p>	
Program Strategic Goals	Progress Towards Goal
1. Recruitment and Retention of staff	2-1-1 had one addition of an I&R Specialist to the team; however, we also had an I&R provide notice this month.
2. Contract Retention	2-1-1 continues to seek and maintain new contracts.
3. AIRS call type reporting	Homelessness Assistance- 165, Information and Referral- 1,243, Provider/Partner Agency- 3, Disaster-Coronavirus-7, and Mental Heal
Program Highlights	
<p>We had one (1) I&R start with the program to fill one of the vacancies.</p>	

**Community Action Partnership of Kern
Monthly Report 2022**

Month	July-22	Program/Division		2-1-1 Call Center Program		
Division/Director	Pritika Ram, Chief Business Development Officer		Program Manager	Jennifer Jordan Program Administrator		
Reporting Period	January 1, 2022 - December 31, 2022					
Program Description						
The 2-1-1 Kern is a 24/7 information and referral service that provides local residents with comprehensive information and links to community health and human services at no cost. The 2-1-1 Kern has a database of 1,500 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has over 15 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, Madera, Merced and Mariposa through the United Way partnerships.						
Most Requested Services	Homelessness Programs		Food Pantries		Utility Service Payment Assistance	
Top 3 Unmet Needs	Homelessness Programs		Rental Payment Assistance		Low income/subsidized rental housing	
Information and Referral Services Calls Handled		Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County (SRV 7c)		6,905	48,259	90,000	92%	54%
Kings County (SRV 7c)		289	1,513	4,000	87%	38%
Tulare County (SRV 7c)		641	4,938	18,000	43%	27%
Stanislaus County (SRV 7c)		515	5,133	19,200	32%	27%
Fresno & Madera		1,320	16,219	20,000	79%	81%
Merced & Mariposa (<i>effective March 2022</i>)		58	213	500	139%	43%
Total I&R Calls Handled		9,728	76,275	151,700	79%	50%
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.				15	1.6	(9.31)
Grant Funded Services		Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 7b & SRV 7c)		7	86	300	28%	29%
Medi-Cal Application (SRV 7b & SRV 7c)		2	50	100	24%	50%
Ages & Stages New Children Screened (SRV 5c, SRV 7b & SRV 7c)		31	164	300	124%	55%
2-1-1 Website Visitors		Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated Visitors (<i>i.e., accessing 2-1-1 e-services and database resources</i>)		24,791	150,866	225,000	132%	67%
Other Calls		Month	YTD	Annual Goal	Month Progress	Annual Progress
LIHEAP (SRV 7b & SRV 7c)		3,776	22,739	45,000	101%	51%
Mental Health (SRV 7c)		208	1,460	3,700	67%	39%
Health and Human Service Referrals		6,661	47,794	110,000	73%	43%
Total Other Services		10,645	71,993	158,700		

**Community Action Partnership of Kern
Monthly Report 2022**

Explanation (Over/Under Goal Progress)	
The 2-1-1 Kern team continues to provide quality services to Kern, Kings, Tulare, Stanislaus, Fresno, Madera, Merced and Mariposa counties.	
Program Strategic Goals	Progress Towards Goal
1. Recruitment and Retention of staff	2-1-1 had an additional I&R Specialist join the team.
2. Contract Retention	2-1-1 continues to maintain strong partnerships with partners to ensure contract stability.
3. AIRS call type reporting	Homelessness Assistance-97, Information & Referral-1,001, Provider/Partner Agency-7, Disaster Coronavirus-3, and MH/Crisis- 3
Program Highlights	
The program has filled all staff vacancies by recruiting three staff members. Two of the three I&R's have been fully trained and working independently. The program has secured the CalAim contract in partnership with Kern Health Systems. This contract will allow us to support 1.0 FTE.	

Community Services Block Grant (CSBG)
Family National Performance Indicators (FNPI) and Services (SRV)

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

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

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

Application Status Report Detail
June 2022 - July 2022

Funder	Opportunity Name	Description	Amount Requested	Amount Awarded	Status
Amazon	2022 AWS Imagine Grant program	Our goal is to empower nonprofit organizations to prioritize technology as a mission-critical component of their projects and provide support for organizations pursuing technology driven goals. As part of the program, we are seeking proposals for pilot projects, proofs of concept, or existing programs that utilize technology in a new or expanded way.	\$ -	\$ -	Abandoned
Albertsons	Nourishing Neighbors - CES	\$1,000-\$5,000. Funds shall be used to support Albertsons Priority Areas which include Health and Human Services, Hunger, Youth and Education, Veterans, and Supporting Diversity and Inclusion of All Abilities. Rolling, quarterly submissions.	\$ 5,000.00	\$ -	Abandoned
Albertsons	Nourishing Neighbors - Cal Fresh	\$1,000-\$5,000. Funds shall be used to support Albertsons Priority Areas which include Health and Human Services, Hunger, Youth and Education, Veterans, and Supporting Diversity and Inclusion of All Abilities. Rolling, quarterly submissions.	\$ 5,000.00	\$ -	Abandoned
California Department of Food and Agriculture	CA Farm to School Incubator Project	Funds will be used to restore the FHCC community garden.	\$ -	\$ -	Abandoned
Albertsons	Nourishing Neighbors - EKFRFC	\$1,000-\$5,000. Funds shall be used to support Albertsons Priority Areas which include Health and Human Services, Hunger, Youth and Education, Veterans, and Supporting Diversity and Inclusion of All Abilities. Rolling, quarterly submissions.	\$ 5,000.00	\$ -	Abandoned
Albertsons	Nourishing Neighbors - Shafter Youth Center	\$1,000-\$5,000. Funds shall be used to support Albertsons Priority Areas which include Health and Human Services, Hunger, Youth and Education, Veterans, and Supporting Diversity and Inclusion of All Abilities. Rolling, quarterly submissions.	\$ 5,000.00	\$ -	Abandoned

Application Status Report Detail
June 2022 - July 2022

U.S. House Committee on Appropriations	FY 2022 Community Project Funding - Congressman Valadao's Office	NOTE: Funding transferred from Appropriations to HUD, search "HUD Community Project Funding", effective 7/18/2022.	\$ 1,200,000.00	\$ 3,000,000.00	Awarded
FUND Consulting	CDFI Assessment	Community Development Financial Institution (CDFI) -- Feasibility Study and Agency Capacity Assessment, including financial modeling.	\$ -	\$ 1.00	Awarded
Friends of Mercy Foundation	Sister Phyllis Hughes Endowment for Special Needs	o Delivering compassionate, high-quality, affordable health services o Serving and advocating for our sisters and brothers who are poor and disenfranchised.	\$ 10,000.00	\$ 10,000.00	Awarded
California Board of State and Community Corrections (BSCC)	CalVIP	Subcontractor for the City of Bakersfield. CAPK will implement a mentorship program for justice-involved individuals. Services will be based out of FHCC.	\$ 444,625.00	\$ 444,625.00	Awarded
Kern Family Health Care (KFHC)	Shafter Youth Center	Funds to support the implementation of a Lego Robotics Class	\$ 2,000.00	\$ 2,000.00	Awarded
Kern Family Health Care (KFHC)	Friendship House Community Center	TBA	\$ 2,000.00	\$ 2,000.00	Awarded
Kern Family Health Care (KFHC)	Oasis Family Resource Center	\$2,000 for gas cards/bus passes, hygiene products, diapers, baby food, etc. for low-income families residing in Ridgecrest and neighboring cities	\$ 2,000.00	\$ 2,000.00	Awarded
Albertsons	Nourishing Neighbors - M Street	\$1,000-\$5,000. M Street is requesting \$3500.00 in Albertson gift cards (70 cards at \$50) to give to clients that have gone through M Street's program and secured permanent housing. Funds shall be used to support Albertsons Priority Areas which include Health and Human Services, Hunger, Youth and Education, Veterans, and Supporting Diversity and Inclusion of All Abilities. Rolling, quarterly submissions.	\$ 3,500.00	\$ 3,500.00	Awarded

Application Status Report Detail
June 2022 - July 2022

CA Department Housing and Community Development	Emergency Solutions Grants Program	Housing Assistance	\$ 257,244.00	\$ -	Denied
California Board of State and Community Corrections (BSCC)	CalVIP	Violence Prevention - Programmatic support for those that are likely to engage in acts of violence or are victims of violence	\$ 1,075,172.00	\$ -	Denied
US Department of Health and Human Services (HHS)	Connecting Kids to Coverage Healthy Kids 2022 Outreach and Enrollment Cooperative	Aimed at reducing the number of children who are eligible for, but not enrolled in, Medi-Cal and CHIP	\$ 963,334.00	\$ -	Denied
Feeding America	FY22 Feeding America Food Security Equity Impact Fund Feeding America	Focus on Racial Equity, investment in communities of color through a Community Garden in partnership with New Hope and the City of Bakersfield.	\$ 500,000.00	\$ -	Denied
Governor's Office of Business and Economic Development	Community Economic Resilience Fund (CERF)	Promote a sustainable and equitable recovery from the economic distress of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.	\$ 1.00	\$ -	Pending
2-1-1 San Diego	2022 - 2-1-1 Grant Project	Providing support to direct callers to services social services available within the agency and county at large.	\$ 5,500.00	\$ -	Pending
Dr. Seuss Foundation	The Dr. Seuss Foundation	Our focus is on improving literacy and learning as these are essential to succeeding in the multi-layered worlds of the arts and humanities, health and well-being, animal welfare, and the environment.	\$ 215,515.00	\$ -	Pending
Kern County Department of Human Services	Medi-Cal Navigators Project 2022	Increase Medi-Cal enrollment locally through outreach and application assistance, with an emphasis on dispersing messaging on the termination of the Public Health Emergency	\$ 1,211,497.00	\$ -	Pending
Wells Fargo	Oasis Family Resource Center Transportation	This charitable donation seeks funds to purchase a vehicle for the Oasis FRC.	\$ 40,404.00	\$ -	Pending
Feeding America	FY 2023 Feeding America Multi-Donor Service Insights	Data Infrastructure for the Food Bank - Plan Phase	\$ 100,000.00	\$ -	Pending

Application Status Report Detail
June 2022 - July 2022


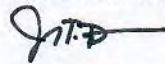
Valley Strong	Valley Strong - Donation	Women Infant and Children (WIC) Lorna Speight lspeigh@CAPK.ORG Jazmin Mendez jmendez@CAPK.ORG	\$ 1,000.00	\$ -	Pending
Pacific Gas and Electric Company (PG&E)	CBO Resiliency/Food Support	PG&E invited CAPK to apply to the CBO Resiliency/Food Support charitable contribution opportunity, this opportunity will allow the Food Bank to purchase meal kits for individuals and families in Kern County.	\$ 33,080.00	\$ -	Pending
WACOM Thrift Shop	WACOM Distribution of Funds 2022	WACOM welcomes requests for funds from all non-profit orgs that extend a helping hand to military and civilian members of the local community (Ridgecrest).	Unable to note Amount	\$ -	Pending

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	Private	CAPK Program	New Project
Funding Agency	Feeding America	Project Name	MLK Community Garden
CFDA	N/A	Target Population	Southeast Bakersfield Residents
Reapplication (Y/N)	N	Number to be served	TBD
Estimated Request	\$500,000.00	Division Director	Pritika Ram
Award Period	7/1/2022 to 6/30/2025	Program Manager	N/A
Project Goal (One sentence goal statement)			
The funds are intended to drive investments in communities of color known to be disproportionately impacted by food insecurity. CAPK is partnering with Hope Now and Grimm Family Foundation on creating a community garden, the MLK Community Garden in Southeast Bakersfield, to serve as a bridge to the greater community, providing a shared space for teaching and learning opportunities for the younger generations and adults in the community.			
Project Description (Brief one paragraph description)			
The MLK Community Garden is a step towards thinking innovatively to empower local communities of color to think at a neighborhood-level on addressing food security despite the structural barriers communities like Southeast Bakersfield continue to face. A Locally driven approach with strong partner will allow this project to flourish and bring an immediate solution to development and accessibility. CAPK is the lead applicant with reporting and financial responsibility, Grimm Family Education Foundation will provide consultancy services for management, planning, and sustainability efforts, and New Hope will be the operator of the garden. The land is leased from the City of Bakersfield to New Hope for the purposes of a community garden.			
Estimated Budget Summary			
The total budget under the Implementation Phase is \$500,000.00 with 85% required to be allocated to community-based partners. Of the total, the following is the break of funds: CAPK 10%, Hope Now 63%, and Grimm Family Education Foundation 27%. Funds will support the start up of the garden, including tools and materials.			

Approvals:

1. Division Director Date
Pritika Ram Digitally signed by Pritika Ram
Date: 2022.06.07 08:11:05 -07'00' 6/7/2022
 2. Director of Administration Date
 Jun 7, 2022
 3. Chief Program Officer Date

 Jun 7, 2022
 4. Chief Financial Officer Date
 Jun 7, 2022
 5. Chief Executive Officer Date

Date Presented / Approved:

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

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	Private	CAPK Program	Food Bank
Funding Agency	Feeding America	Project Name	Multi-donor Service Insights
CFDA	N/A	Target Population	Food Bank Partners & Clients
Reapplication (Y/N)	Y	Number to be served	0- Plan Phase
Estimated Request	\$100,000	Division Director	Susana Magana
Award Period	09/01/2022 - 08/31/2023	Program Manager	TBD
Project Goal (One sentence goal statement)			
Research, identify and implement a client-tracking software for the CAPK Food Bank with guidance from Feeding America mitigate risk, avoid unforeseen costs, and be able to implement a sustainable program in perpetuity.			
Project Description (Brief one paragraph description)			
As part of the initial phase, Plan, staff will work alongside the Feeding America technical assistance team and cohort to identify methods for effective goal setting around a client-level data tracking system, including participating in stakeholder meetings and devising an agency roll-out strategy. This phase also includes a readiness assessment, as well as funding and sustainability strategies. Project oversight will be a combined effort between the Operations and IT Department and the Food Bank.			
Estimated Budget Summary			
Feeding America Allocation: \$100,000.00 CAPK (No Required Match): \$21,725.00 (oversight by Information Systems Business Analyst) Total Project: \$121,725.00 Requested funding to support 1.0 FTE Information System (IS) Personnel 75%; Technology Equipment 4%; Travel at 7%; Other operating at 5%; and Indirect at 9% (Feeding America portion only).			

Approvals:


 Susana Magana (Jun 28, 2022 15:51 PDT) Jun 28, 2022


 Jun 28, 2022

1. Division Director Date

4. Chief Financial Officer Date

Pritika Ram Digitally signed by Pritika Ram
 Date: 2022.06.24 09:57:31 -07'00' 06/24/2022


 Jun 29, 2022

2. Director of Administration Date

5. Chief Executive Officer Date


 Jun 28, 2022

3. Chief Program Officer Date

Date Presented / Approved:

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

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	County	CAPK Program	Friendship House Community Center/ 2-1-1
Funding Agency	Kern Department of Human Services	Project Name	Health Enrollment Navigators Project
CFDA	N/A	Target Population	Medi-Cal Beneficiaries
Reapplication (Y/N)	Y	Number to be served	3,000
Estimated Request	1,211,497	Division Director	Freddy Hernandez
Award Period	October 1, 2022 - June 30, 2025	Program Manager	N/A
Project Goal (One sentence goal statement)			
Conduct various outreach activities in order to enroll and/or retain individuals in Medi-Cal within their communities and county.			
Project Description (Brief one paragraph description)			
<p>The Health Enrollment Navigators Project (Navigators Project) provides a variety of outreach and navigation services to various vulnerable populations who are potentially eligible for Medi-Cal. Recipients will focus their outreach efforts on messaging that increases awareness of the COVID-19 Public Health Emergency termination.</p> <p>Concern: PHE Unwinding - When the COVID-19 PHE ends, 2-3 million Medi-Cal beneficiaries could lose their coverage. DHCS' Top Goal: Minimize beneficiary burden and promote continuity of coverage for beneficiaries.</p>			
Estimated Budget Summary			
The grant application requests \$1,211,497 in funding. Expenses include personnel and fringe benefits, travel for outreach purposes, computer and peripheral supplies, rent/utilities, printing, and client incentives. This sum will cover the full grant cycle - October 1, 2022 through June 30, 2025.			

Approvals:

1. Division Director	Date	4. Chief Financial Officer	Date
2. Chief Business Development Officer	Date	5. Chief Executive Officer	Date
3. Chief Program Officer	Date		




Date Presented / Approved:

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

Community Action Partnership of Kern Funding Profile

Funding Information			
Funding Type	Private	CAPK Program	Executive Division
Funding Agency	Dignity Health	Project Name	2023 Community Health Improvement Grants Program
CFDA	N/A	Target Population	Kern County Food Service Providers
Reapplication (Y/N)	N	Number to be served	N/A
Estimated Request	\$75,000	Division Director	Pritika Ram
Award Period	January 2023 – December 2023	Program Manager	N/A
Project Goal (One sentence goal statement)			
Program funds will be utilized to implement a Geographic Information System (GIS) initiative under the Kern County Food Insecurity Assessment Project.			
Project Description (Brief one paragraph description)			
GIS helps users understand patterns, relationships, and geographic context. The information collected from this assessment will allow CAPK and the community at large, to devise appropriate strategies to improve our localities by understanding land use, access to fresh produce, and the food economy of each pocket of our county.			
Estimated Budget Summary			
\$75,000 will be utilized to fund our contractual agreement with Transforming Local Communities (TLC). TLC is the consultant supporting the implementation of our Kern County Food Insecurity Assessment.			

Approvals:

1. Division Director	Date		08/02/2022
<i>Pritika Ram</i>	08/02/2022		08/04/2022
2. Chief Business Development Officer	Date		
	08/02/2022		
3. Chief Program Officer	Date		
4. Chief Financial Officer	Date		
5. Chief Executive Officer	Date		

Date Presented / Approved:

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

**Community Action Partnership of Kern
Small Funding Request (\$50,000 or less)
June & July 2022**

Funding Type	Private	CAPK Program	Oasis Family Resource Center
Funding Agency	Wells Fargo	Project Name	Oasis Family Resource Center Transportation
CFDA	N/A	Target Population	Adult individuals and families
Request	\$40,404	Division Director	Freddy Hernandez
Award Period	TBD	Program Manager	Eric Le Barbe
Description	This project proposal aims to purchase a vehicle with funds obtained for the Oasis Family Resource Center. The vehicle will be used for home visits, transporting clients to appointments, trainings, meetings, and picking up commodities at the Food Bank.		
Funding Type	Private	CAPK Program	Executive Division
Funding Agency	Wonderful	Project Name	Geographic Information Systems of Kern County
CFDA	N/A	Target Population	N/A
Request	\$50,000	Division Director	Pritika Ram
Award Period	October 2022 – October 2023	Program Manager	N/A
Description	Program funds will be utilized to implement a Geographic Information System (GIS) initiative under the Kern County Food Insecurity Assessment Project. GIS helps users understand patterns, relationships, and geographic context. The information collected from this assessment will allow CAPK and the community at large, to devise appropriate strategies to improve our localities by understanding land use, access to fresh produce, and the food economy of each pocket of our county.		

Funding Type	Private	CAPK Program	Food Bank
Funding Agency	PG&E	Project Name	Meal Kits for Kern County
CFDA	N/A	Target Population	All
Request	\$33,080	Division Director	Susana Magana
Award Period	TBD	Program Manager	Kelly Lowery
Description	This proposal aims to purchase approximately 1,323 meal kits to distribute to Kern County residents. These meal kits will help individuals and families in Kern County experiencing food insecurity with a 30-pound meal kit box with nonperishable food items.		

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

Program	Funded Enrollment	Reportable Enrollment	Summer Slots	Percentage	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start • 4 Classrooms Fully Closed/ 2 partially closed	1317 100	356	475	95%	7%	5% 5%
Early Head Start • 21 Classrooms Fully Closed/ 14 Classrooms Partially Closed	908 228	514		57%	17%	7% 5%

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	197	240

Division Staffing = 701			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
610	91	25	87

HIGHLIGHTS: 8 staff were onboarded

Program Update & Compliance
<p>At the end of May 2022, the Part Year centers were closed. The closures represented 850 slots across 21 centers, including Fairview and Planz which are no longer in operation. Out of the 475 slots, 100 were intentionally closed due to staffing; therefore, out our Summer slots at 375, which put us at 95% of our funded enrollment.</p> <p>Kern:</p> <ul style="list-style-type: none"> - Enrollment and center staff continue to work on third year application and rollovers for the 2022/2023 school year. - 6/11 Enrollment staff participated in the Latina Prenatal Healthcare event. - 6/21 and 6/22 Preservice for the Full Year Kern staff presented by Julie Kurtz.

Partnership:

- The Parents on a Mission parent leadership course will conclude Thursday, July 7th with 5 parents completing.
- The Bakersfield College board of directors has approved to move forward with the toddler license option to open the 18-month partnership classroom at the BC center.
- Graduation ceremonies for transitioning children are taking place at Escuelita Hernandez and Bakersfield College centers.

Compliance:

- Health and Safety Code section 1597.16, adopted through the enactment of Assembly Bill (AB) 2370, requires all licensed Child Care Centers constructed before January 1, 2010 to test their drinking water for lead contamination before January 1, 2023. The program has been working on securing testing of all child development centers and have a tentative completion date of September 30, 2022.

SJC:

- Recruitment events: On June 22nd at HAS Office and June 23rd at the Housing Authority. Flyers were passed out to families attending and we completed 6 interest slips.
- CLASS group coaching for infants and toddlers provided by First 5 San Joaquin to CAPK staff and others from the community. Classes were held at our Administration Office. Participants attend 6 sessions on Teacher- Child Interactions. Every Saturday of the month of June 2022.
- Pre-Service June 29th, 30th & July 1st: Presenter Julie Kurtz Topic: Strengthening Self Awareness to Reduce Burnout in Times of Stress; Presenter Alex Largaespada CAPK San Joaquin Mental Health Consultant Topic: Self Care. Every staff was asked to make a wellness vision board to visualize and create important goals in their lives they were given all materials facilitated at their own center by Site Supervisors.

Central Kitchen June 2022				
Meals & Snacks	Total # Prepared	Breakfast	Lunch	Snack
Center Totals	35,790	11,930	11,930	11,930

HIGHLIGHTS: The Central Kitchen is still actively addressing the nationwide scarcity of baby formula as noted in the May 2022 report. Additionally, after 22 years of service, the walk-in freezer was replaced.

CACFP						
May 2022						
Total Meals Delivered			Meals Allocated		# of Meals Served	% of Meals Served
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
58,863	12,643	71,506	42,154	29,352	46,954	66%

DIVISION/PROGRAM MONTHLY ACTIVITY REPORT

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

Program	Funded Enrollment	Reportable Enrollment	Summer Slots	Percentage	Disabilities	Over Income 131%+ up to 10% 101—130% Up to 35%
Head Start • 4 Classrooms Fully Closed/ 2 partially closed	1317 100	219	475	58%	2%	1% 3%
Early Head Start • 21 Classrooms Fully Closed/ 14 Classrooms Partially Closed	908 228	517		76%	14%	8% 5%

Home Visiting Program	Cumulative Enrollment	Contract Enrollment Target
	140	240

Division Staffing = 701			
Currently Employed	Vacant Positions	Continuous Family Leave	Intermittent Family Leave
614	87	25	55

HIGHLIGHTS: 8 staff were onboarded

Program Update & Compliance
<p>Kern:</p> <ul style="list-style-type: none"> - Enrollment and center staff continue to work on third year application and rollovers for the 2022/2023 school year. - Reassignment for center staff occurred and staff will report to chosen centers starting August 8, 2022. <p>Partnership:</p> <ul style="list-style-type: none"> - An electrical upgrade was completed at Escuelita Hernandez center to prepare for the new fire system to be installed. - On July 18, 2022, Senator Shannon Grove visited Garden Pathways center to read to the children and promote the Imagination Library program which provides free books monthly to low-income families.

- On July 25, 2022, partnership staff presented to the Garden Pathways mentoring program staff during their in-service day to share about our services and program options.

Compliance:

- Staff are conducting the final management review and analysis for the annual program information report that is due August 31st.
- Site Supervisors reviewed 22 comprehensive child file reviews with a 5% non-compliance in Hearing and Vision Rescreens. Staff are following up with families to ensure rescreens are completed. All other areas were in full compliance.
- Quality Assurance reviewed and approved 9 staff relative enrollment applications. All staff related enrollment applications receive a third review to ensure transparency and an adequate checks and balance system.

SJC:

- SJC- Caring Committee raffled 42 prizes for all staff.
- On July 27, 2022, in partnership with San Joaquin Public Health, a COVID-19 clinic was held at the Hunter administration office.
- The monthly family engagement activity was distributed to all enrolled families. The project was for families to complete an “All About Me & My Family” poster. This an activity that promotes child’s self-identity, social awareness, and storytelling as well as introduce family traditions. Additionally helps teaching staff and home-based educators to learn more about children and families. The posters are displayed at the center and socialization rooms for children to see themselves and their families.

Recruitment activities in SJC are as followed:

- July 7, 2022: Housing Authority
- July 26, 2022: Housing Authority
- July 27, 2022: Human Services Agency
- July 29- SUSD- first day of class. E & A and administration staff distributed flyers at some elementary schools.

Central Kitchen July 2022				
Meals & Snacks	Total # Prepared	Breakfast	Lunch	Snack
Center Totals	31,749	10,580	10,580	10,580

HIGHLIGHTS: The walk-in freezer was installed; therefore, the food previously stored at the foodbank was returned. The Central Kitchen was able to procure baby formula from FOODMAXX in multiple cases purchases due to the vendor stating the necessity to purchase in greater quantity was understood because of the services CAPK provides to children.

CACFP						
June 2022						
Total Meals Delivered			Meals Allocated		# of Meals Served	% of Meals Served
Central Kitchen	Vendor Meals	Total Meals	CACFP/USDA	HS/EHS		
31,644	6,795	38,439	21,470	16,969	26,444	69%



MEMORANDUM

To: Program Review & Evaluation Committee

From: Susana Magana - Director of Health and Nutrition

Date: August 10, 2022

Subject: *Agenda Item 5d*: Strategic Plan 2021-2025 - Goal 1 Update - **Info Item**

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

Group 1 last met on July 1, 2022. The staff members in attendance were James Burger, Alan Rodriguez, and Susana Magana. James provided an overview of the upcoming food drives scheduled for the fall. Feed the Need will take place at the Kern County Fair Grounds September 26, 2022, and Stuff the Bus will take place at the Valley Plaza on October 14, 2022.

Noteworthy, in the latter part of May 2022 Laurie Hughey worked with food bank staff to start a food pantry for the M Street Navigation Center participants. The M Street Navigation Center will now be receiving pallets of emergency meal kits, snacks, and pet food that will be available to clients moving out of M street and into their own apartment.

Also, Transforming Local Communities, Inc. (TLC), was selected by CAPK to conduct a food needs assessment to help determine the level of need in various regions throughout the county, the issues impacting access to food (like transportation and availability), gaps in the current system of food distribution, and opportunities for collaboration and partnership. In July, TLC staff began interviewing CAPK staff, as part of the assessment process.

Goal Group 1 will meet next on August 5, 2022. During this time, we will review changes to the committee members. The committee will focus on discussing a plan to enhance emergency food accessibility through current CAPK program sites. The Food Bank is currently not adding any new community partner pantry sites or commodity sites due to the limitations of our current food bank warehouse capacity. We do have a waiting list of community agencies that are interested in becoming a pantry or commodity site. These agencies will be added, once the expansion is complete in the first quarter of 2023.

Attachment:

Active Plan by Team Member for Susana Magana

Mission

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

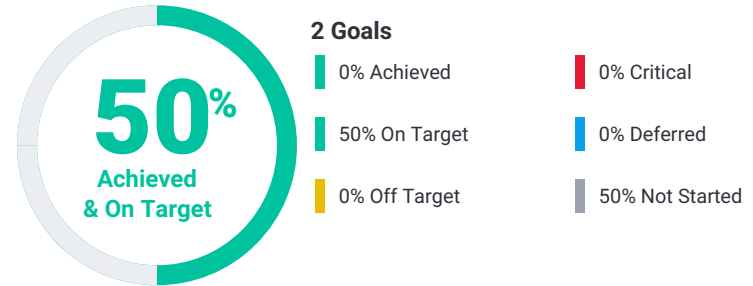
Vision

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

My Items

Item	YTD Actual
1.1: Enhance accessibility through expansion of food distribution sites and services.	5%
1.2: Leverage new and strengthened partnerships to reach additional families and communities.	

Performance Summary



Item	YTD Actual

<p>Objective Enhance accessibility through expansion of food distribution sites and services. (1.1) Aligned to: #1 Increased access to healthy, affordable food to support the health of the...</p>	<p>Owner Susana Magana</p>	<p>Measure: <i>Percent Complete</i></p>	<p>5% YTD Actual</p>	<p>0% 10/01/21</p>	<p> YTD Target: 0%</p>	<p>12/31/25</p>
<p>Objective Leverage new and strengthened partnerships to reach additional families and communities. (1.2) Aligned to: #1 Increased access to healthy, affordable food to support the health of the...</p>	<p>Owner Susana Magana</p>	<p>Measure: <i>Percent Complete</i></p>	<p>YTD Actual</p>	<p>0% 10/01/21</p>	<p> YTD Target: 19.5%</p>	<p>12/31/25</p>

Activity

Conduct assessment to identify service gaps, food deserts, and emerging geographic pockets of food insecurity (1.1.1)

Owner

Traco Matthews

Measure:

YTD Actual

0%

10/01/21



YTD Target: 66.4%

100%

12/31/22

Sub-Activity

Develop/update existing pantry site maps and include both CAPK and external programs to create robust GIS mapping (i.e., Map the Meal). (1.1.1.1)

Owner

Traco Matthews

Measure:

Percent Complete

YTD Actual

0%

10/01/21



YTD Target: 66.4%

100%

12/31/22



MEMORANDUM

To: Program Review & Evaluation Committee

From: Freddy Hernandez – Director of Youth & Community Services

Date: August 10, 2022

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

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

Group 2 did not meet in the month of June and July since members of our team were unavailable due to vacation and business travel. We made the decision to resume our next meeting on August 5, 2022.

In our next meeting, the team plans to review each objective and identify what resources or partnerships are available in order to implement non-traditional hours and workforce development. Our hope is to begin the process of collaborating with internal and external community partners that can help extend educational support services for the communities of Kern County.

Attachment:

Action Plan by Team Member Yolanda Gonzales

Mission

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

Vision

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

My Items

Item	YTD Actual
2.1: Expand access to services and resources for health and safety of children and youth by providing a safe environment.	55%
2.2: Support the quality and availability of non-traditional hours of service.	25%
2.2.2: Continue to work with partners like the Community Connection for Child Care (CCCC) on referrals and partnerships to increase capacity of...	20%





Performance Summary



3 Goals

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

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

<p>Objective Expand access to services and resources for health and safety of children and youth by providing a safe environment. (2.1) Aligned to: #2 All families in the communities we serve have access to high-quality early...</p>	<p>Owner Yolanda Gonzalez</p>	<p>Measure: <i>Percent Complete</i></p>	<p>55% YTD Actual</p>	<p>0% 10/01/21</p>	<p> YTD Target: 19.5%</p>	<p>12/31/25</p>
<p>Objective Support the quality and availability of non-traditional hours of service. (2.2) Aligned to: #2 All families in the communities we serve have access to high-quality early...</p>	<p>Owner Yolanda Gonzalez</p>	<p>Measure: <i>Percent Complete</i></p>	<p>25% YTD Actual</p>	<p>0% 10/01/21</p>	<p> YTD Target: 19.5%</p>	<p>12/31/25</p>
<p>Activity Continue to work with partners like the Community Connection for Child Care (CCCC) on referrals and partnerships to increase capacity of existing and new provider networks (2.2.2)</p>	<p>Owner Yolanda Gonzalez</p>	<p>Measure: <i>Percent Complete</i></p>	<p>20% YTD Actual</p>	<p>0% 10/01/21</p>	<p> YTD Target: 19.5%</p>	<p>12/31/25</p>
<p>Objective Support workforce development and employment opportunities for CAPK clients. (2.3) Aligned to: #2 All families in the communities we serve have access to high-quality early...</p>	<p>Owner Yolanda Gonzalez</p>	<p>Measure: <i>Percent Complete</i></p>	<p>30% YTD Actual</p>	<p>0% 10/01/21</p>	<p> YTD Target: 19.5%</p>	<p>12/31/25</p>

No goals to display.



DATE	August 17, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 137 216 385#

Budget & Finance Committee Minutes

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

1. Call to Order

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

2. Roll Call

Roll call was taken with a quorum present.

Present: Janea Benton, Joe Garcia, Craig Henderson, Nila Hogan (joined at 12:07pm), Guadalupe Perez

Absent: None

Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander Director of Finance; Catherine Anspach, Director of Development; Freddy Hernandez, Director of Youth and Community Services; Yolanda Gonzales, Director of Head Start / State Child Development; Traco Matthews, Chief Program Officer; Rebecca Moreno, Director of Community Development; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Gabrielle Alexander, Director of Finance and other CAPK staff

3. Public Comments

No one addressed the Committee.

4. New Business

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

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

- CalFresh Healthy Living Program Amended Grant Agreement #19-1032 - Alejandra Morales, CalFresh Healthy Living Program Administrator - **Action Item**

Alejandra Morales presented the above action item and reported that the CalFresh Healthy Living program received an amended grant agreement between the California Department of Public Health (CDPH) and County of Kern with a requested return date of September 1, 2022. The purpose of the Grant amendment is to extend the term for one year with additional funding to allow the CalFresh Healthy Living program to

continue performing more of the same services. The amendment will allow for the Cal fresh Healthy Living program to continue to reach 90,000 unduplicated SNAP-Ed (Supplemental Nutrition Assistance Program Education) participants in over 161 eligible sites to build community partnerships and implement sustainable policies.

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

- c. Resolution to Approve the Submission of the 2022 Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) Contract 22Q-4561 – Freddy Hernandez, Director of Youth & community Services - **Action Item**

Freddy Hernandez presented the above action item and reported that on January 24, 2022, the Department of Community Services and Development (CSD) received the 2022 SLIHEAP grant award from the United States Department of Health and Human Services under the Infrastructure Investment and Jobs Act (IIJA). The contract period will be from September 1, 2022, through June 30, 2023, with a total allocation of \$208,133.00. The contract allows CAPK's Energy Program to assist eligible low-income Kern County households with their heating and cooling energy costs payment assistance at no cost to the participants. This contract does not provide funds for weatherization, only utility assistance. The work being completed connects to CAPK's mission and Strategic Goal 3, advancing economic empowerment and financial stability for low-income people in the community we serve.

Craig Henderson asked for additional clarification about the amendment. Freddy explained that the State of California will send additional amendments, if the contract funding has not been spent down. The State of California will release an amendment to extend that contract, instead of ending it on June 30th.

Janea Benton asked how we are spending down the current LIHEAP contract, and if staff believes they can spend down the additional funds. Freddy Hernandez said staff is about to close the 2021 funds and believes they will be able to spend down 2022 funds. The new SLIHEAP contract falls under the 2022 LIHEAP funds and the biggest expenditures for the program will be for the marketing campaign and utility assistance.

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

- d. Low-Income Home Energy Assistance Program (LIHEAP) Outreach and Marketing Contract for Services – James Burger, Outreach and Advocacy Coordinator – **Action Item**

James Burger presented on the above action item and reported that collectively, the two contracts allow for approximately \$395,000.00 to be used towards community outreach, communication, and promotion. The CAPK contracted marketing firm, Hey Salty, plans to bring program-specific campaigns to the appropriate consumers and they will also be able to provide detailed reporting to show the impact of the investment their agency is making in this campaign. This contract aligns with Strategic Plan Goals and Activities 3.1.3 and 4.3.1 by allowing us to enhance our marketing and communication with our staff, clients, partners, and supporters in the communities we serve.

Janea Benton commented that throughout the Hey Salty presentation, they mention Spanish and Punjabi and asked if CAPK is using this on their website component for LIHEAP? James Burger says he knows that

the website is available in Spanish, but he will look into it to determine if it has been translated into Punjabi yet.

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

- e. Approval of Energy Program RFP Awards for Subcontractors – Freddy Hernandez, Director of Youth & community Services – **Action Item**

Freddy Hernandez presented the above action item and reported that on June 8, 2022, a Request for Proposals (RFP) was issued seeking a qualified vendor, possessing a State of California Class "B" General Building Contractor's License issued by the Contractor's State License Board (CSLB) to provide full-service weatherization services to low-income, single and multi-family households located in Kern County. Two (2) proposals were received on a timely basis, each of which complied with the requirements contained in the RFP.

Staff did a comprehensive bid analysis with the procurement department and have determined that we would like to complete a three-year contract with both subcontractors for no more than the amount of \$300,000. The work to be completed by these 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.

Freddy Hernandez explained that each contract has a 2-year extension option. After the contract expires, we have to go out and rebid again, which is why we have to release an RFP to make it fair and submit a contract. This process ensures we stay within the allowable expense that CSD provides.

Janea asked for clarification on the evaluation process of the subcontractors. Freddy explained the subcontractors work is evaluated and must pass inspection. Additionally, their staff are trained in CSD guidelines.

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

- f. Kern County Superintendent of Schools: East Kern Family Resource Center -Freddy Hernandez, Director of Youth & community Services – **Action Item**

Freddy Hernandez presented the above action item and reported on August 8, 2022, we received one-year award notice for \$240,727 from the Kern County Superintendent of Schools Office in collaboration with the Kern County Department of Human Services – Emergency Response Team to provide case management and support services to at-risk families. The award allows us to continue offering case management and support services to at-risk families in East Kern County. This is an increase of \$10,000 when compared to last year's contract. The contract period will be from July 1, 2022, through June 30, 2023.

The focus of the program is to help improve the family function, the safety of children in the communities of East Kern County and to help families stay together. The project is funded as part of the California Department of Social Services (CDSS) initiative to make funds available for the prevention and intervention of child abuse and the promotion of safe and stable families. The work connects to CAPK's mission and Strategic Goal 2, helping meet the diverse needs of the low-income communities of Kern County.

Janea Benton commented that the total appropriation was significant, that the grantee must feel that they are doing a good job.

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

g. CalEITC Contract 21T-1015 Amendment - Jacquelyn Guerra, VITA Program Manager – **Action Item**

Jacquelyn Guerra presented the above action item and reported that on July 28, 2022, the Volunteer Income Tax Assistance (VITA) program received notice of CSD plans to issue an amendment to our current contract to include an extension to 2022-2023 grant year and increase funding to \$838,056. This will allow us to offer volunteer income tax assistance services and outreach to low-income individuals and families throughout Kern and Tulare Counties. This is an increase of \$209,514 when compared to last year. The contract period will be from July 1, 2022, through June 30, 2023.

Grantee allocations for 2022-2023 have increased proportionally based on the funding increase in the State Budget for CalEITC+ from \$15 million to \$20 million year-over year. CSD plans to schedule the first grantee coordination call for the 2022-2023 grant year in early September.

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

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

Tracy Webster presented the July 2022 Financial Statements and reported the agency did not require a draw from the line of credit during the month of July and said we were able to sustain an adequate unrestricted cash balance to cover programs.

The Central Kitchen expenditures are currently 36.1% at the end of 07/31/2022 and USDA revenue is at 17.1%. Expenditures are less than the target of 41.7% (5 of 12 months). Due to COVID-19 the Central Kitchen is unable to serve the same level of meals for the Head Start program. We continue to expect a significant decline in expected USDA revenue. The gap will need to be picked up by Head Start funds.

CMAF is currently earning 51.8% as of June 30, 2022. The target for this period should be 100.0%. Center based state programs (CSPP, CMIG and CCTR) reflect average attendance/enrollment for the current period. The part year calendar starts in August. However, we are expecting low attendance rates given the restrictions stemming from the COVID-19 crisis. CCTR is at 4.5%, CSPP is at 2.7%, and CMIG is at 1.8%. Additionally, we have been operating a CCTR program in San Joaquin County sponsored by SJCOE. The current amount earned is 1.0% with a budget target of 8.3%. At the time of this report, the Finance Division has two vacancies in staffing. The agency expenditures are currently at 35% for the year.

The Indirect Fund budget to actual report for July month end showed that revenue is surplus expenditures by \$104,547 which is 19.0% of the budgeted indirect surplus. Overall expenditures are 38.1% of the budget and is below the target of 41.7% (5 of 12 months)

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

- i. **New Service Agreement: Homeless Housing Assistance and Prevention Program (HHAP2) Bakersfield Kern Regional Homeless Collaborative (BKRHC) -Rebecca Moreno, Director of Community Development - *Action Item***

Rebecca Moreno presented the above action item and reported that the State of California is providing a second round of one-time funding under the Homeless Housing, Assistance and Prevention Program (HHAP 2) to the BKRHC, City of Bakersfield, and County of Kern to address homelessness in Kern County. These funds will be available in August 2021. Based on the needs and goals identified in the HHAP 2 Gaps Analysis, the BKRHC, City, and County identified specific priority activities to be funded using the HHAP 2 funds.

In October of 2020, CAPK’s CES received HHAP funding (first round), through a noncompetitive award, \$78,000 with a contract term of 10/01/2020-09/30/2023 through BKRHC and \$42,000 with a contract term of 10/01/2020-09/30/2022 through the City of Bakersfield. When COVID hit, the 2-1-1 call volume skyrocketed with calls for assistance for rent, prevention services, and homeless services. During the second round of HHAP the City and County collaborative came together to establish a plan for our community and CAPK CES program was awarded a \$200,000 noncompetitive award for supporting the CES system.

This new agreement will support 2 FTE CES Housing Navigators and a portion of it will also support a portion of the director’s salary. 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.

Janea Benton inquired when the GAP analysis was completed. Rebecca said the GAP analysis was done in 2019, and said, with this funding, we are required to look at our system of care and identify where are gaps are. The gaps identified are coordinated entry, case management for permanent supportive housing, and homeless youth services. Every year we are looking at the different needs and we are adapting our system as we see those gaps as they become identified.

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

5. Committee Member Comments

Janea Benton gave kudos to Rebecca Moreno and Wilfredo Cruz for their work at the Bakersfield Leadership Academy it was great to see that CAPK supports the development of our leaders. Thank you for supporting them and thank you leaders for taking the time to continue your professional development and invest in yourselves.

6. Next Scheduled Meeting

Budget & Finance Committee
12:00 pm
Wednesday, September 21, 2022
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

The meeting was adjourned at 12:51 pm.



MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

Subject: *Head Start*
Budget to Actual Report for the period ended July 31, 2022 – **Info Item**

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

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through July 31, 2022. Five months (41.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 33% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 21% of the budget.

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

Non-Federal share is at 33% of the budget.

Community Action Partnership of Kern
Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - July 31, 2022
 Month 5 of 12 (41.7%)

Prepared 8/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,267,039	2,951,311	6,315,728	32%	68%
FRINGE BENEFITS	3,776,726	954,536	2,822,190	25%	75%
TRAVEL	-	27,569	(27,569)		
EQUIPMENT	55,000	-	55,000		
SUPPLIES	890,498	265,408	625,090	30%	70%
CONTRACTUAL	165,175	108,977	56,198	66%	34%
CONSTRUCTION	-	-	-		
OTHER	2,724,977	1,325,547	1,399,430	49%	51%
INDIRECT	1,630,902	523,683	1,107,219	32%	68%
TOTAL BASE FUNDING	18,510,317	6,157,032	12,353,285	33%	67%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	18,408	25,784	42%	58%
SUPPLIES	30,013	6,604	23,409	22%	78%
CONTRACTUAL	26,080	722	25,358	3%	97%
OTHER	212,393	41,627	170,766	20%	80%
INDIRECT	31,268	6,415	24,853	21%	79%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	73,775	270,171	21%	79%

CARRYOVER

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

GRAND TOTAL HS FEDERAL FUNDS **18,854,263** **6,230,808** **12,623,455** **33%** **67%**

HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,340,055	666,716	1,673,339	28%	72%
CALIF DEPT OF ED	7,988,651	2,601,436	5,387,215	33%	67%
TOTAL NON-FEDERAL	10,328,706	3,268,152	7,060,554	32%	68%

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

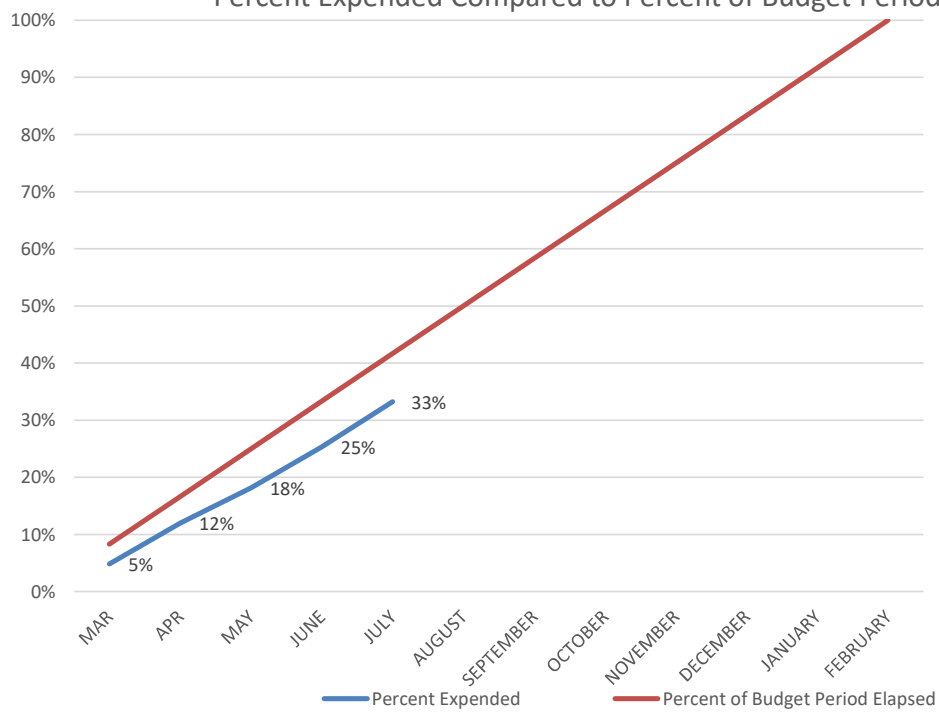
Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022

Administrative Cost for HS and EHS Combined **6.4%**

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	56,984	-	-	-	56,984	8/8/2022
Lowe's	3,814		-	-	3,814	8/2/2022
Smart & Final	918	211	-	-	1,129	8/1/2022
Save Mart	509			47	556	7/10/2022
Chevron & Texaco Business Card	9,228	-	-	-	9,228	8/5/2022
Home Depot	16,053	-	-	-	16,053	8/5/2022
	87,506	211	-	47	87,764	

Head Start
Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

Subject: *Early Head Start*
Budget to Actual Report for the period ended July 31, 2022 – **Info Item**

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

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2022, through July 31, 2022. Five months (41.7%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 36% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 28% of the budget.

Community Action Partnership of Kern
Early Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - July 31, 2022
 Month 5 of 12 (41.7%)

Prepared 8/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,701,422	3,192,668	6,508,754	33%	67%
FRINGE BENEFITS	2,363,974	862,764	1,501,210	36%	64%
TRAVEL	-	30,305	(30,305)		
EQUIPMENT	45,000	-	45,000		
SUPPLIES	916,242	260,097	656,145	28%	72%
CONTRACTUAL	1,025,838	271,319	754,519	26%	74%
CONSTRUCTION	-	-	-		
OTHER	1,527,720	947,659	580,061	62%	38%
INDIRECT	1,512,778	532,560	980,218	35%	65%
TOTAL BASE FUNDING	17,092,974	6,097,372	10,995,602	36%	64%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	22,662	21,530	51%	49%
SUPPLIES	30,013	4,570	25,443	15%	85%
CONTRACTUAL	26,080	-	26,080	0%	100%
OTHER	212,393	50,471	161,922	24%	76%
INDIRECT	31,268	19,351	11,917	62%	38%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	97,054	246,892	28%	72%

CARRYOVER

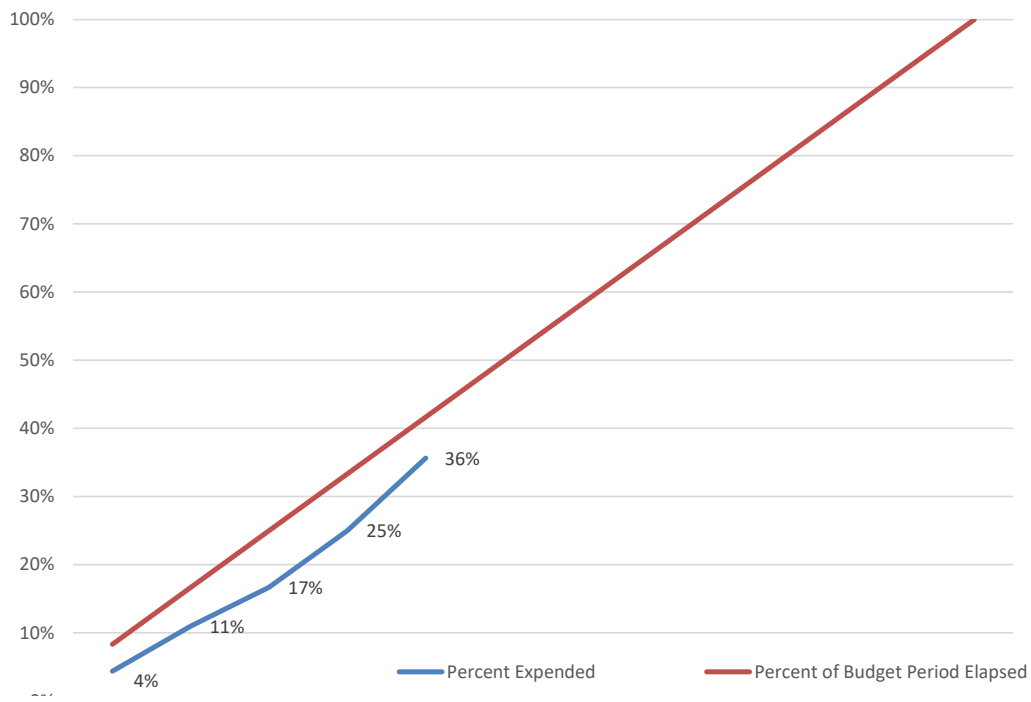
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	-	-	-		
OTHER	-	-	-		
INDIRECT	-	-	-		
TOTAL CARRYOVER	-	-	-		

GRAND TOTAL EHS FEDERAL FUNDS	17,436,920	6,194,426	11,242,494	36%	64%
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Budget reflects Notice of Award #09CH011132-04-01

Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022

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





MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

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

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021, through February 28, 2023. Eighteen months (72%) of the 25-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 95% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 100% of the budget.

Carryover Funds

Overall expenditures are at 0% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

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

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

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

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

Month 18 of 25 (72%)

Prepared 8/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,509,263	3,234,991	274,272	92%	8%
FRINGE BENEFITS	985,996	813,437	172,559	82%	18%
TRAVEL	0	46,889	(46,889)	0%	0%
EQUIPMENT	45,000	31,190	13,810		
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	848,060	(71,331)	109%	-9%
INDIRECT	536,733	488,066	48,667	91%	9%
TOTAL	6,007,877	5,713,904	293,972	95%	5%

TRAINING & TECHNICAL ASSISTANCE FUNDS

PERSONNEL	53,809	52,188	1,621	97%	3%
FRINGE BENEFITS	23,718	21,722	1,996	92%	8%
TRAVEL	3,519	3,975	(456)	113%	-13%
SUPPLIES	7,355	3,094	4,261	42%	58%
CONTRACTUAL	7,924	10,383	(2,458)	131%	-31%
OTHER	20,817	25,788	(4,971)	124%	-24%
INDIRECT	11,675	11,667	7	100%	0%
TOTAL	128,816	128,817	(0)	100%	0%

CARRYOVER

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

COVID CARES - Carried over from 2020-21

PERSONNEL		19,203	(19,203)	0%	0%
FRINGE BENEFITS		3,331	(3,331)	0%	0%
SUPPLIES	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	106,797	106,797	0	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	6,725,476	5,949,518	775,958	88%	12%
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NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,630,480	1,913,366	(282,885)	117%	-17%
TOTAL NON-FEDERAL FUNDS	1,630,480	1,913,366	(282,885)	117%	-17%

Centralized Administrative Cost	6.6%
Program Administrative Cost	2.8%
Total Administrative Cost	9.4%

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

Actual expenditures include posted expenditures and estimated adjustments through 07/31/2022



MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

Subject: *Early Head Start Child Care Partnerships (No Cost Extension)*
Budget to Actual Report for the period ended July 3, 2022 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021, through July 31, 2022. Seventeen months (71%) of the 24-month budget period have elapsed. The Office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 82% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 35% of the budget.

Carryover Funds

Overall expenditures are at 97% of the budget.

COVID Cares Funds

Overall expenditures are at 19% of the budget.

Non-Federal Share

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

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

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

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

Month 17 of 24 (71%)

Prepared 08/10/2022

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	565,607	103,274	85%	15%
FRINGE BENEFITS	183,736	150,179	33,557	82%	18%
TRAVEL	0	2,669	(2,669)		
SUPPLIES	37,083	128,104	(91,021)	345%	-245%
CONTRACTUAL	1,091,504	472,161	619,343	43%	57%
OTHER	231,300	254,580	(23,280)	110%	-10%
INDIRECT	215,164	151,160	64,004	70%	30%
TOTAL BASE FUNDING	2,427,668	1,724,460	703,208	71%	29%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	2,741	2,553	52%	48%
SUPPLIES	16,391	2,488	13,903	15%	85%
CONTRACTUAL		3,346	(3,346)		
OTHER	29,393	9,487	19,906	32%	68%
INDIRECT	5,107	1,794	3,313	35%	65%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	19,857	36,328	35%	65%

CARRYOVER

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,390,749	67,832	97%	3%
CONTRACTUAL	14,000	0	14,000	0%	100%
OTHER	14,121	35,000	(20,879)	248%	-148%
INDIRECT	4,412	2,317	2,095	53%	47%
TOTAL CARRYOVER	2,507,114	2,428,065	79,049	97%	3%

COVID CARES

PERSONNEL	0	3,622	(3,622)		
FRINGE BENEFITS	0	579	(579)		
SUPPLIES	77,735	6,962	70,773	9%	91%
OTHER	24,361	7,926	16,435	33%	67%
INDIRECT	10,206	1,904	8,302	19%	81%
TOTAL COVID	112,302	20,993	95,510	19%	81%

GRAND TOTAL EHS FEDERAL FUNDS **5,103,269** **4,193,375** **914,094** **82%** **18%**

NON-FEDERAL SHARE

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

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

Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022



MEMORANDUM

To: Budget and Finance Committee

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

Date: August 17, 2022

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

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through July 31, 2022, sixteen months (66.6%) of the 24-month budget period have elapsed.

COVID

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

American Rescue Plan Act

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

**Community Action Partnership of Kern
American Rescue Plan
Budget to Actual Report**

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

Report Period: April 1, 2021 - July 31, 2022

Month 16 of 24 (66.6%)

Prepared 08/10/2022

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

American Rescue Plan Act

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

GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	670,559	2,665,802	20%	80%
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Centralized Administrative Cost	9.1%
Program Administrative Cost	0.0%
Total Administrative Cost	9.1%

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

Actual expenditures include posted expenditures and estimated adjustments through 08/10/2022



MEMORANDUM

To: Budget & Finance
a. morales

From: Alejandra Morales, CalFresh Healthy Living Program Administrator

Date: August 17, 2022

Subject: *Agenda item 4B*: CalFresh Healthy Living Program Amended Grant Agreement #19-10324 – **Action Item**

CAPK CalFresh Healthy Living Program's fiscal year is 10/1/2021 – 9/30/2022.

On July 18, 2022, the CalFresh Healthy Living program received an amended grant agreement between the California Department of Public Health (CDPH) and County of Kern with a requested return date of September 1, 2022. The purpose of the Grant amendment is to extend the term for one year with additional funding to allow the CalFresh Healthy Living program to continue performing more of the same services. The CalFresh Healthy Living program goals align with the CAPK strategic goal to meet the needs of its priority populations and actively educate and advocate for healthy eating and active living environments. The amounts payable under this grant shall not exceed \$5,967,992.00.

The anticipated start date of this Agreement is October 1, 2022, or the date of final approval, whichever is later, through September 30, 2023.

Recommendation

Staff recommends the Board authorize the Chief Executive Officer to execute the California Department of Public Health's Women Infants and Children Program contract (#19-10324) and any contract amendments that occur during the contract period.

Attachment:

CalFresh Healthy Living Contract #19-10324

**NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH SUPPLEMENTAL
NUTRITION ASSISTANCE PROGRAM-EDUCATION**

Awarded By

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
Community Action Partnership of Kern, hereinafter “Grantee”**

Implementing the “CalFresh Healthy Living Program,” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 19-10324, A01

The Department amends this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code (HSC), Section 131085(a)(b).

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to extend the term for one year with additional funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A.

Amendments are shown as: Text additions are shown as bold and underline. Text deletions are shown as strike-through text.

AMENDED GRANT AMOUNT: this amendment is to increase the grant by **\$1,491,998.00**. The maximum amount payable under this Grant Agreement shall not exceed ~~\$4,475,994.00~~ **\$5,967,992.00**.

AMENDED TERM OF GRANT: The term of this Grant shall be amended to begin October 1, 2019 and terminates on September 30, 2023. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2023.

Exhibit B: Exhibit B, Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, Budget Detail and Payment Provisions, **A01**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health Contract Manager	[Grantee: Community Action Partnership of Kern]
Name: Kimmy Casjens	Name: Alejandra Morales, Program Administrator
Address: 1616 Capitol Avenue	Address: 5005 Business Park North
Sacramento, CA 95814	Bakersfield, CA 93309
Phone: 916-449-5456	Phone: 661-336-5236
Fax: N/A	Fax: N/A
E-mail: Kimmy.casjens@cdph.ca.gov	E-mail: a.morales@capk.org

Direct all inquiries to:

California Department of Public Health, Project Officer	Grantee: Community Action Partnership of Kern
Attention: Eugenio Garcia	Attention: Alejandra Morales, Program Administrator
Address: 1616 Capitol Avenue	Address: 5005 Business Park North
Sacramento, CA 95814	Bakersfield, CA 93309
Phone: 916-449-5331	Phone: 661-336-5236
Fax: N/A	Fax: N/A
E-mail: Eugenio.garcia@cdph.ca.gov	E-mail: a.morales@capk.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
[Grantee: Community Action Partnership of Kern
[Attention "Tracy Webster":
[Address: 5005 Business Park North
[Bakersfield, CA 93309
[Phone: 661-336-5236 x1137
[E-mail: twebster@capk.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the exciting Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approval modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

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

Date:

Jeannie Galarpe, Chief
Contracts Management Unit, PSB
California Department of Public Health
1616 Capitol Avenue, Suite 74.262,
MS 1800-1804
P.O. Box 997377
Sacramento, CA 95899-7377

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimmy Casjens, Contract Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

- C. Invoices shall:

- 1) **Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).**
- 2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 3) Bear the Grantee's name as shown on the Grant.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$4,475,994.00~~ **\$5,967,992.00**.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ~~sixty (60)~~ **forty-five (45)** calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice must be clearly marked "**Final Invoice**", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, **unless otherwise specified in this Agreement**, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). **If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.**



MEMORANDUM

To: Budget & Finance Committee

From: Wilfredo Cruz, Energy Program Administrator

Date: August 17, 2022

Subject: *Agenda Item 4c*: Resolution to Approve the Submission of the 2022 Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) Contract 22Q-4561 – **Action Item**

On January 24, 2022, the Department of Community Services and Development (CSD) received the 2022 SLIHEAP grant award from the United States Department of Health and Human Services under the Infrastructure Investment and Jobs Act (IIJA). The contract period will be from September 1, 2022, through June 30, 2023 with a total allocation of \$208,133.00.

The contract allows CAPK's Energy Program to assist eligible low-income Kern County households with their heating and cooling energy costs payment assistance at no cost to the participants. This contract does not provide funds for weatherization, only utility assistance. The contract supports federal and state efforts to address the concerns of rising energy prices and to assist low-income households with heating and cooling costs. The work being completed connects to CAPK's mission and Strategic Goal 3, advancing economic empowerment and financial stability for low-income people in the community we serve.

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

Recommendation:

Staff recommends that the Board of Directors approve with Resolution, the 2022 SLIHEAP contract number 22Q-4561 and authorize the Chief Executive Officer to execute the contract and any future amendments.

Attachments:

Resolution #2022-24
CSD 2022 SLIHEAP Contract #22Q-4561



RESOLUTION # 2022-24

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Submission of the 2022 SLIHEAP Contract

The Board of Directors of Community Action Partnership of Kern met remotely on August 24, 2022, with an option for the public to attend at the CAPK administrative offices located at 5005 Business Park North, Bakersfield, CA 93309, at a scheduled Board meeting and resolved as follows:

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

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

WHEREAS, the State of California Department of Community Services and Development has made available SLIHEAP funds for 2022; and

WHEREAS, the State of California Department of Community Services and Development has offered a 2022 SLIHEAP Contract to the Partnership; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2022 SLIHEAP contract.

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer, to act on behalf of the Board as the Partnership’s representative signatory with regard to the submission of the 2022 SLIHEAP Contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern, this 24th day of August 2022.

Fred Plane, Vice Chair
CAPK Board of Directors

Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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

AGREEMENT NUMBER

22Q-4561

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Community Action Partnership of Kern

2. The term of this Agreement is: September 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: Total \$208,133.00

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

Preamble*

Article 1 - Scope of Work*

Article 2 - Contract Administration and Procedure*

Article 3 - Contract Changes*

Article 4 - Administrative Policies and Procedures*

Article 5 - Administrative and Program Expenditures Requirements*

Article 6 - Reporting Policies and Procedures*

Article 7 - Program Policies and Procedures*

Article 8 - Program Implementation*; Article 9 - Compliance Policies and Procedures*;

Article 10 - Federal and State Policy Provisions*; Article 11 - General Terms and Conditions GTC 04/2017*

Article 12 - Definitions*; Article 13 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://agencies.csd.ca.gov/>.

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

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



MEMORANDUM

To: Budget and Finance

From: Wilfredo Cruz, Program Administrator
James Burger, Outreach and Advocacy Coordinator

Date: August 17, 2022

Subject: *Agenda Item 4d*: Low-Income Home Energy Assistance Program (LIHEAP)
Outreach and Marketing Contract for Services – **Action Item**

Through the Department of Energy, the Low-Income Home Energy Assistance Program (LIHEAP) has received contracts for Utility Assistance and Weatherization services which include allowances for community outreach and marketing. The following amounts are the remaining totals that have been approved for use to promote community participation in these two critical programs.

Contract #1: American Rescue Plan Act (ARPA) 2021 Utility Assistance
Contract amount: \$275,000.00
Contract term: April 2022 to March 2023

Contract #2: LIHEAP 2022 (both Utility Assistance and Weatherization)
Contract amount: \$120,000.00
Contract term: April 2022 to June 2023

Collectively, the contracts allow for a \$395,000.00 (approximately) to be used towards community outreach, communication, and promotion. For a detail of the LIHEAP outreach campaigns, refer to the attached scope of work. To ensure the program meets contract expectations relating to the intent and allocated funding, the Energy program will coordinate with Hey Salty, contract marketing firm, and the Executive Division liaison.

Note: Under the master contract with Hey Salty, it is the intent to bring program-specific campaigns to the appropriate Committee for approval. This will ensure the campaign services is a direct charge to the program and will not count toward the general retainer fee under the Executive Division for agency-level outreach activities. This contract aligns with Strategic Plan Goals and Activities 3.1.3 and 4.3.1 by allowing us to enhance our marketing and communication with our staff, clients, partners, and supporters in the communities we serve.

Recommendation:

Staff recommends the Budget and Finance Committee to authorize the use of Hey Salty for outreach and communication for the following campaigns under the Energy program, Low-Income Energy Assistance Program (LIHEAP) American Rescue Plan Act (ARPA) 2021 Utility Assistance and the LIHEAP 2022 for Utility Assistance and Weatherization services.

Attachments:

*Hey Salty – CAPK Energy Programs Marketing Plan
Contract For Services Agreement*

MEMO

TO: James Burger, CAPK

FROM: Justin Salters, APR, CSR-P, President, Hey Salty, Inc.

DATE: Apr. 8, 2022

RE: Marketing Plan for Energy Programs (LIHEAP 22 and ARPA 21)

The following memo outlines a proposed marketing plan to promote CAPK’s Energy Programs, including both utility assistance and weatherization. This plan provides strategic recommendations for investment of marketing and outreach grants available through the LIHEAP 22 and ARPA 21 contracts. Detailed media plans will be provided upon approval of the budget and scopes proposed.

SITUATION ANALYSIS

Kern County residents struggle to make ends meet. According to the [B3K Prosperity Market Assessment](#), more than 450,000 people—or more than half of Kern County residents—lived on less income than required to cover their basic expenses in 2018. The vast majority of households include at least one worker, but are unable to achieve self-sufficiency because they do not earn enough income.

That was before the COVID-19 pandemic. Through the pandemic, Kern County’s unemployment rate was one of the highest in California.

On top of this, inflation continues to drive energy costs to record highs. Last year, the Energy Information Administration advised that nearly half of U.S. households that warm their homes mainly with natural gas can expect to pay 30 percent higher utility bills this winter, [according to the Wall Street Journal](#). In the same article, the Journal reported that a recent study in Illinois found utility customers in majority Black and Hispanic ZIP Codes were about four times more likely than less-diverse neighborhoods to be disconnected for nonpayment.

Locally, PG&E has made the move to switch all 26,000 of its Kern County customers to a “time of use” rate plan, unless the customers opt into a different rate plan, as [reported last year by The Bakersfield Californian](#). PG&E customers will pay more for energy consumed between 4

and 9 p.m. daily, and less the rest of the day, up to 7 percent more for electricity during the winter and 23 percent more during the summer.

Taken together, these factors create increased opportunity for Community Action Partnership of Kern's (CAPK) Energy Programs to provide much-needed utility assistance and weatherization/energy efficiency upgrades for households in Kern County.

TARGET AUDIENCES

We have identified the following strategic audiences for this campaign:

- Clients: low-income households in Kern County who are eligible for CAPK's energy programs

GOALS AND OBJECTIVES

CAPK's overall program goal is to provide energy program assistance to as many eligible families in Kern County as possible. Our two objectives associated with this goal are to:

- Fully utilize ARPA 21 grant funding on or before Mar. 31, 2023
- Fully utilize LIHEAP 22 grant funding on or before June 30, 2023

STRATEGIES AND TACTICS / SCOPE OF WORK

We have developed a four-phased campaign to achieve these objectives. In Phase 0, we will prepare the foundational assets for marketing communication. Phase 1 delivers a concentrated burst of television, radio and programmatic digital advertising to reach our Client audience. Phase 1 extends through Summer 2022, the hottest months of the year, when utility bills surge to their highest.

In Phase 2, we maintain a sustained presence with a focus on weatherization and energy efficiency upgrades to prepare our audience for the winter heating season. Phase 3 begins in the coldest months of the 2023 winter season, with a renewed focus on promoting utility assistance. Phase 4, our final phase, carries us through the Spring 2023 shoulder season into summer, with a focus again on weatherization and sustained awareness of CAPK's utility assistance programs.

- **Campaign Microsite / Landing Page – Phase 0**

Currently, the CAPK Energy Program’s landing page is buried at capk.org. We plan to build a campaign-specific microsite that will live at either energy.capk.org. This will allow us to brand the enhanced program and provide a more clear and direct call to action for our target audiences regarding CAPK Energy Programs. The microsite will contain eligibility information, FAQs, options to download and print the files needed to apply and a contact form. All form submissions will be automatically delivered to a CAPK designee.

The microsite will also contain an on-page pop-up and embedded forms for users to sign up to receive information and future updates from CAPK via email. This will provide us with an audience list to engage directly as the assistance program evolves into the future. The microsite will include Google Analytics so that we can monitor and report on site traffic, unique visitors and visitor behaviors.

- **Creative Production – Video, Radio and Graphic Display Ads – Phase 0**

We plan to produce unique weatherization and utility assistance ads for CAPK that can be used both during this campaign and future campaigns. We will produce 30-second video ads for television and digital platforms, and also provide 15-second and 7-second versions for campaign use. All of our ads will be produced in English and Spanish. With significant investment in paid advertising, it is imperative that we have top-notch creative.

Additionally, we will produce banner display ads that to be used throughout the campaign.

- **Broadcast Television Advertising – Phases 1-4**

Our plan relies heavily on broadcast television advertising to reach our target audience. We intend to include all English and Spanish language broadcast stations in our media plan, contingent on budget and our ability to achieve effective message saturation. Upon approval of our budget, we will begin negotiating rates and placements for television.

Because the Bakersfield DMA does not extend to East Kern county, we have plans in place to skew towards digital delivery and possibly consider cable television to effectively reach our audiences in East Kern.

- **Radio Advertising – Phases 1-4**

Our plan includes a robust budget for English and Spanish language radio advertising. We will focus on stations with the highest penetration in our target audiences.

- **Programmatic Digital Advertising – Phases 1-4**

We will purchase display (banner), video, pre-roll, OTT and social media ads that target the addresses of low-income households in Kern County. Our goal is to deliver video and display ads across multiple advertising networks and drive our audience to visit the Energy Program microsite, learn about the programs and begin their application process. Our target audience will encounter graphic display ads across the websites they are already visiting, directing them to the utility assistance microsite. Our banner ads will be produced in English, Spanish and Punjabi, and we will refresh ad creative every eight weeks. We will establish monthly targets for impressions and optimize for the duration of the campaign.

- **Website Retargeting – Phases 1-4**

Website retargeting is when a website visitor receives ads that reflect a website’s products or services, after visiting a website. These retargeting impressions are rocket fuel for conversions. They specifically reinforce our messages to people who have already visited our microsite, which is a leading indicator of their likelihood of applying. Retargeting provides the extra nudge needed to get someone on the fence about taking an action, in our case applying for utility assistance, to begin an application.

EXECUTION TIMELINE

We have developed our execution timeline based on a start date of April 18, 2022. The timeline will be adjusted based on an actual start date once this plan is approved.

Date	Description	Duration
04/18/22	Phase 0	6 weeks
05/30/22	Phase 1	4.25 months
10/1/22	Phase 2	2 months
12/1/22	Phase 3	4 months
4/1/22	Phase 4	3 months

BUDGET

ARPA 21

	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	TOTAL
Strategy & Management		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$27,500
Creative Production	\$25,000												\$25,000
Web Development	\$4,000												\$4,000
Television		\$5,000	\$17,500	\$20,000	\$20,000	\$15,000			\$12,500	\$15,000	\$12,500		\$117,500
Radio		\$4,000	\$10,000	\$10,000	\$8,000	\$6,000			\$8,000	\$10,000	\$8,000		\$64,000
Digital (Display, Video and Social)		\$3,000	\$4,500	\$6,000	\$6,000	\$4,500			\$3,000	\$4,500	\$3,000	\$2,500	\$37,000
TOTALS	\$29,000	\$14,500	\$34,500	\$38,500	\$36,500	\$28,000	\$2,500	\$2,500	\$26,000	\$32,000	\$26,000	\$5,000	\$275,000

LIHEAP 22

	Apr 2022	May - Sep 2022	Oct 2022	Nov 2022	Dec 2022 - Mar 2023	Apr 2023	May 2023	Jun 2023	TOTAL
Strategy & Management		\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$17,000
Creative Production	\$22,000								\$22,000
Web Development	\$1,500								\$1,500
Paid Media									\$0
Television			\$6,000	\$6,000		\$6,000	\$9,000	\$13,000	\$40,000
Radio			\$3,000	\$3,000		\$4,000	\$6,000	\$7,500	\$23,500
Digital (Display, Video and Social)			\$2,000	\$2,000		\$4,000	\$4,000	\$4,000	\$16,000
TOTALS	\$23,500	\$1,000	\$12,000	\$12,000	\$1,000	\$16,000	\$21,000	\$26,500	\$120,000

NEXT STEPS

Approve creative production budget.

Our highest priority to make this plan successful is approval to begin production. When we receive approval, we will begin coordinating with our production company for our video and radio ads. We will begin developing the energy program microsite and also work with our media planners to develop media plans for presentation.

Approve media plans and GO!

We will present detailed media plans for approval by mid-May. Once you approve our media plans, we'll be off to the races.

###

Please let me know if you have any questions. I am available to meet in person or via Zoom if you would like to discuss any or all portions of this plan. We're excited to support CAPK's Energy Programs.



Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 864-1312

ACCOUNT CODE:

Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 1st day of April 2022 by and between Hey Salty, Inc (“Vendor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

a. **SCOPE.** Vendor shall provide CAPK with the services identified in **Attachment A** (the “Services”) which is incorporated herein by reference as if set forth fully herein. The specific details including the scope of the Services, timing and location of performance shall be as set forth in **Attachment A**.

<https://www.capk.org/wp-content/uploads/2022/02/RFP-EXE-2021-002-hey-salty-inc.pdf>

b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.

c. **VENDOR PROJECT MANAGEMENT.** Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor’s effective representation of CAPK’s interests in performing the Services.

d. **CHANGES IN WORK.** During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor’s fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.

e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

a. This agreement shall be effective, and all Services shall be provided for that period of time from April 1, 2022 through December 31, 2023 (“Term”).

3. OPTION TO RENEW.

- a. This Agreement may be renewed one (1) time for a one (1) year period upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of the work and reasonableness of fees for service.

4. TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.
- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

5. PAYMENT FOR SERVICES.

- b. **INVOICES.** Services shall be billed according to the link above. Vendor will submit a monthly invoice detailing the services provided with a detailed breakdown of expenses, and any additional costs incurred in providing the services, as provided in the link above. The total aggregate amount on this Agreement is not to exceed \$400,000.00.

Vendor shall mail all invoices, with required detail, to:

Community Action Partnership of Kern,
Attn: Accounts Payable,
5005 Business Park North,
Bakersfield, CA 93309.

- c. **PAYMENT OF INVOICES/DISPUTES.** CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.
- d. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in the link above.

6. RELATIONSHIP OF PARTIES.

- e. **INDEPENDENT CONTRACTOR.** The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint-venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.

- f. **TAXES.** Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.
- g. **WAIVER OF EMPLOYMENT RIGHTS.** Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.
- h. **VENDOR'S CONTROL.** Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.
- i. **NO EXCLUSIVITY.** No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

7. REPRESENTATIONS OF THE PARTIES

a. VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:

- i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.
- ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.
- iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.
- iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:
 - 1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person;
 - 2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - 3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.
- vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.
- vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.

b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:

- i. The Services consist of work that is outside the usual course of CAPK's business.

- ii. CAPK does not possess the skills or expertise to provide the Services.
 - iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.
- 8. INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.
- a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:
 - i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
 - ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.
 - b. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - i. Provide coverage for owned, non-owned and hired autos.
 - ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - c. **WORKERS' COMPENSATION INSURANCE.** Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
 - d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:
 - i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).
 - iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.
 - iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

- v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

9. RESTRICTIVE COVENANTS.

- a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.
 - b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:
 - i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
 - ii. develops any of the foregoing which constitute Vendor's Intellectual Property,
Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.
 - c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.
 - d. **DEFINITIONS:**

- i. “Confidential Information” shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner’s interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party’s business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK’s future engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, “Confidential Information” does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor’s knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.
- ii. “CAPK” shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.
- iii. “Vendor” shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

10. RELEASE OF PAPERS AND PROPERTY. Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK’s original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK’s request in order to provide Vendor sufficient time to make a copy for Vendor’s records.

11. NOTICES. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:	CAPK:
Hey Salty, Inc.	Community Action Partnership of Kern
ATTN: Justin Salters	ATTN: Freddy Hernandez
1522 18 th Street, Suite 220	5005 Business Park North
Bakersfield, CA 93301	Bakersfield, CA 93309
Phone: (661)279-0819	Phone: (661) 336-5236

12. INDEMNIFICATION. Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental

agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

13. INCORPORATION OF ADDENDUMS BY REFERENCE. Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:

- a. Addendum A: Federal Assurances;
- b. Addendum B: Certification Regarding Lobbying;
- c. Addendum C: Debarment and Suspension Certification;
- d. Addendum D: Noncollusion Affidavit;
- e. Addendum E: Equal Opportunity;
- f. Addendum F: Utilization of Women & Minority Business Enterprises;
- g. Addendum G: Equal Opportunity for Special Disabled Veterans;
- h. Addendum H: Certification of Workmen's Compensation;
- i. Addendum I: Insurance Requirements;
- j. Addendum J: Prevailing Wage Compliance Certification (if required);
- k. Addendum K: Material and Workmanship Warranty (if required).

14. MISCELLANEOUS PROVISIONS.

- a. **CONFLICT OF INTEREST.** The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.
- b. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
- c. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
- d. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

- e. **WAIVER.** The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.
- f. **ASSIGNMENT.** Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.
- g. **FURTHER ASSURANCES.** The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.
- h. **SEVERABILITY.** All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.
- i. **ATTORNEY'S FEES.** In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
- j. **CONSTRUCTION.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.
- k. **AUTHORITY.** The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.
- l. **COUNTERPARTS.** This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: HEY SALTY, INC.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

Attachment A



The following proposed marketing plan to promote CAPK’s Energy Programs, including both utility assistance and weatherization. This plan provides strategic recommendations for investment of marketing and outreach grants available through the LIHEAP 22 and ARPA 21 contracts. Detailed media plans will be provided upon approval of the budget and scopes proposed.

SITUATION ANALYSIS

Kern County residents struggle to make ends meet. According to the [B3K Prosperity Market Assessment](#), more than 450,000 people—or more than half of Kern County residents—lived on less income than required to cover their basic expenses in 2018. The vast majority of households include at least one worker, but are unable to achieve self-sufficiency because they do not earn enough income.

That was before the COVID-19 pandemic. Through the pandemic, Kern County’s unemployment rate was one of the highest in California.

On top of this, inflation continues to drive energy costs to record highs. Last year, the Energy Information Administration advised that nearly half of U.S. households that warm their homes mainly with natural gas can expect to pay 30 percent higher utility bills this winter, [according to the Wall Street Journal](#). In the same article, the Journal reported that a recent study in Illinois found utility customers in majority Black and Hispanic ZIP Codes were about four times more likely than less-diverse neighborhoods to be disconnected for nonpayment.

Locally, PG&E has made the move to switch all 26,000 of its Kern County customers to a “time of use” rate plan, unless the customers opt into a different rate plan, as [reported last year by The Bakersfield Californian](#). PG&E customers will pay more for energy consumed between 4 and 9 p.m. daily, and less the rest of the day, up to 7 percent more for electricity during the winter and 23 percent more during the summer.

Taken together, these factors create increased opportunity for Community Action Partnership of Kern’s (CAPK) Energy Programs to provide much-needed utility assistance and weatherization/energy efficiency upgrades for households in Kern County.

TARGET AUDIENCES

We have identified the following strategic audiences for this campaign:

- Clients: low-income households in Kern County who are eligible for CAPK’s energy programs

GOALS AND OBJECTIVES

CAPK’s overall program goal is to provide energy program assistance to as many eligible families in Kern County as possible. Our two objectives associated with this goal are to:

- Fully utilize ARPA 21 grant funding on or before Mar. 31, 2023
- Fully utilize LIHEAP 22 grant funding on or before June 30, 2023

STRATEGIES AND TACTICS / SCOPE OF WORK

We have developed a four-phased campaign to achieve these objectives. In Phase 0, we will prepare the foundational assets for marketing communication. Phase 1 delivers a concentrated burst of television, radio and programmatic digital advertising to reach our Client audience. Phase 1 extends through Summer 2022, the hottest months of the year, when utility bills surge to their highest.

In Phase 2, we maintain a sustained presence with a focus on weatherization and energy efficiency upgrades to prepare our audience for the winter heating season. Phase 3 begins in the coldest months of the 2023 winter season, with a renewed focus on promoting utility assistance. Phase 4, our final phase, carries us through the Spring 2023 shoulder season into summer, with a focus again on weatherization and sustained awareness of CAPK’s utility assistance programs.

- **Campaign Microsite / Landing Page – Phase 0**

Currently, the CAPK Energy Program’s landing page is buried at capk.org. We plan to build a campaign-specific microsite that will live at either energy.capk.org. This will allow us to brand the enhanced program and provide a more clear and direct call to action for our target audiences regarding CAPK Energy Programs. The microsite will contain eligibility information, FAQs, options to download and print the files needed to apply and a contact form. All form submissions will be automatically delivered to a CAPK designee.

The microsite will also contain an on-page pop-up and embedded forms for users to sign up to receive information and future updates from CAPK via email. This will provide us with an audience list to engage directly as the assistance program evolves into the future. The microsite will include Google Analytics so that we can monitor and report on site traffic, unique visitors and visitor behaviors.

- **Creative Production – Video, Radio and Graphic Display Ads – Phase 0**

We plan to produce unique weatherization and utility assistance ads for CAPK that can be used both during this campaign and future campaigns. We will produce 30-second video ads for television and digital platforms, and also provide 15-second and 7-second versions for campaign use. All of our ads will be produced in English and Spanish. With significant investment in paid advertising, it is imperative that we have top-notch creative.

Additionally, we will produce banner display ads that to be used throughout the campaign.

- **Broadcast Television Advertising – Phases 1-4**

Our plan relies heavily on broadcast television advertising to reach our target audience. We intend to include all English and Spanish language broadcast stations in our media plan, contingent on budget and our ability to achieve effective message saturation. Upon approval of our budget, we will begin negotiating rates and placements for television.

Because the Bakersfield DMA does not extend to East Kern county, we have plans in place to skew towards digital delivery and possibly consider cable television to effectively reach our audiences in East Kern.

- **Radio Advertising – Phases 1-4**

Our plan includes a robust budget for English and Spanish language radio advertising. We will focus on stations with the highest penetration in our target audiences.

- **Programmatic Digital Advertising – Phases 1-4**

We will purchase display (banner), video, pre-roll, OTT and social media ads that target the addresses of low-income households in Kern County. Our goal is to deliver video and display ads across multiple advertising networks and drive our audience to visit the Energy Program microsite, learn about the programs and begin their application process. Our target audience will encounter graphic display ads across the websites they are already visiting, directing them to the utility assistance microsite. Our banner ads will be produced in English, Spanish and Punjabi, and we will refresh ad creative every eight weeks. We will establish monthly targets for impressions and optimize for the duration of the campaign.

- **Website Retargeting – Phases 1-4**

Website retargeting is when a website visitor receives ads that reflect a website’s products or services, after visiting a website. These retargeting impressions are rocket fuel for conversions. They specifically reinforce our messages to people who have already visited our microsite, which is a leading indicator of their likelihood of applying. Retargeting provides the extra nudge needed to get someone on the fence about taking an action, in our case applying for utility assistance, to begin an application.

EXECUTION TIMELINE

We have developed our execution timeline based on a start date of April 18, 2022. The timeline will be adjusted based on an actual start date once this plan is approved.

Date	Description	Duration
04/18/22	Phase 0	6 weeks
05/30/22	Phase 1	4.25 months
10/1/22	Phase 2	2 months
12/1/22	Phase 3	4 months
4/1/22	Phase 4	3 months

BUDGET

ARPA 21

	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	TOTAL
Strategy & Management		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$27,500
Creative Production	\$25,000												\$25,000
Web Development	\$4,000												\$4,000
Television		\$5,000	\$17,500	\$20,000	\$20,000	\$15,000			\$12,500	\$15,000	\$12,500		\$117,500
Radio		\$4,000	\$10,000	\$10,000	\$8,000	\$6,000			\$8,000	\$10,000	\$8,000		\$64,000
Digital (Display, Video and Social)		\$3,000	\$4,500	\$6,000	\$6,000	\$4,500			\$3,000	\$4,500	\$3,000	\$2,500	\$37,000
TOTALS	\$29,000	\$14,500	\$34,500	\$38,500	\$36,500	\$28,000	\$2,500	\$2,500	\$26,000	\$32,000	\$26,000	\$5,000	\$275,000

LIHEAP 22

	Apr 2022	May - Sep 2022	Oct 2022	Nov 2022	Dec 2022 - Mar 2023	Apr 2023	May 2023	Jun 2023	TOTAL
Strategy & Management		\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$17,000
Creative Production	\$22,000								\$22,000
Web Development	\$1,500								\$1,500
Paid Media									\$0
Television			\$6,000	\$6,000		\$6,000	\$9,000	\$13,000	\$40,000
Radio			\$3,000	\$3,000		\$4,000	\$6,000	\$7,500	\$23,500
Digital (Display, Video and Social)			\$2,000	\$2,000		\$4,000	\$4,000	\$4,000	\$16,000
TOTALS	\$23,500	\$1,000	\$12,000	\$12,000	\$1,000	\$16,000	\$21,000	\$26,500	\$120,000

NEXT STEPS

Approve creative production budget.

Our highest priority to make this plan successful is approval to begin production. When we receive approval, we will begin coordinating with our production company for our video and radio ads. We will begin developing the energy program microsite and also work with our media planners to develop media plans for presentation.

Approve media plans and GO!

We will present detailed media plans for approval by mid-May. Once you approve our media plans, we'll be off to the races.

Please let me know if you have any questions. I am available to meet in person or via Zoom if you would like to discuss any or all portions of this plan. We're excited to support CAPK's Energy Programs.

ADDENDUM "A"

FEDERAL ASSURANCES

The Vendor:

- A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.
- C. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.
- D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7),the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)
- F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).
- G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.
- K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.
- N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the

approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State Clean Air implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Vendor

Date

ADDENDUM "C"

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

VENDOR, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Signature of Vendor

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, _____
Name of Vendor

deposes and says that he or she is _____ of _____
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

X

Signature of Vendor Date

X

Address

ADDENDUM "E"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

- A.** If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B.** During performing this Agreement, the Vendor agrees as follows:
- 1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 2.** The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 - 3.** The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - 4.** The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 5.** The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 6.** The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - 7.** The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - 8.** The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 - 9.** If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - 10.** The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 - 11.** The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

- B. The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Signature of Vendor

Date

ADDENDUM "G"

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or

applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Vendor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

- (i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

Signature of Vendor

Date

ADDENDUM "H"

**VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

ADDENDUM "I"
INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

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:
 - a. Provide coverage for owned, non-owned and hired autos.
 - b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide Contractual Liability coverage for the terms of this Agreement.
 - b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
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 endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by the City of Bakersfield in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work. The Secretary of Labor (SOL) determines the Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK"), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

ADDENDUM "L"
ADDITIONAL TERMS AND CONDITIONS

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate this Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
6. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
11. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in this agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal Agency.

Also, no relative of an employee of CAPK may enter into or bid on a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from

a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."



MEMORANDUM

To: Budget & Finance Committee *Wilfredo Cruz*

From: Wilfredo Cruz, Energy Program Administrator

Date: August 17, 2022

Subject: *Agenda Item 4e* : Approval of Energy Program RFP Awards for Subcontractors – **Action Item**

On June 8, 2022, a Request for Proposals (RFP) was issued seeking qualified vendor, possessing a State of California Class “B” General Building Contractor’s License issued by the Contractor’s State License Board (CSLB) to provide full-service weatherization services to low-income, single and multi-family households located in Kern County.

Two (2) proposals were received on a timely basis, each of which complied with the requirements contained in the RFP.

A comprehensive bid analysis was completed for each of the proposing subcontractors, and it was determined that it is in the best interest of CAPK and our clients to enter into Contract for Services Agreements with both of these subcontractors for a term of three (3) years. This will allow the Energy Program to continue working within the community while simultaneously expending our contracts to assist low-income families. Each of the Agreements contains a “not to exceed” amount of \$300,000 over the three (3) year term, which requires approval of the Board of Directors.

The work to be completed by these 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 execution of these contracts and authorizes the Chief Executive Officer to execute the contract and any future amendments.

Attachments:

Contract for Services Agreement (2)



ACCOUNT CODE:
Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 25th day of August 2022 by and between Garcia Industries Inc dba Community Outreach Services (“Vendor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

- a. **SCOPE.** Vendor is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2022-001. Vendor’s Bid Form for RFP CAPK Energy 2022-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.
- c. **VENDOR PROJECT MANAGEMENT.** Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor’s effective representation of CAPK’s interests in performing the Services.
- d. **CHANGES IN WORK.** During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor’s fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.
- e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

- a. This agreement shall be effective, and all Services shall be provided for that period of time from August 25th, 2022, through August 24th, 2025.

3. TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK’s behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK’s property.
- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days’ notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

4. PAYMENT FOR SERVICES.

- a. **INVOICES.** Services shall be billed according to **Attachment A**. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **Attachment A**. The total aggregate amount on this Agreement is not to exceed \$300,000.00.

Vendor shall mail all invoices, with required detail, to:

Community Action Partnership of Kern,
Attn: Accounts Payable,
5005 Business Park North,
Bakersfield, CA 93309.

- b. **PAYMENT OF INVOICES/DISPUTES.** CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in **Attachment A**. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

5. RELATIONSHIP OF PARTIES.

- a. **INDEPENDENT CONTRACTOR.** The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.
- b. **TAXES.** Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.
- c. **WAIVER OF EMPLOYMENT RIGHTS.** Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.
- d. **VENDOR'S CONTROL.** Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.
- e. **NO EXCLUSIVITY.** No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

6. REPRESENTATIONS OF THE PARTIES

a. **VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:**

- i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.
- ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.
- iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.
- iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person.
 2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
 3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.
 - vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.
 - vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.
- b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:**
- i. The Services consist of work that is outside the usual course of CAPK's business.
 - ii. CAPK does not possess the skills or expertise to provide the Services.
 - iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.
- 7. INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.
- a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:
 - i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
 - ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.
 - b. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - i. Provide coverage for owned, non-owned and hired autos.
 - ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - c. **WORKERS' COMPENSATION INSURANCE.** Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
 - d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:
 - i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).
 - iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

- iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.
- v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

8. RESTRICTIVE COVENANTS.

- a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.
- b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:
 - i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
 - ii. develops any of the foregoing which constitute Vendor's Intellectual Property,Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.
- c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.
- d. **DEFINITIONS:**
 - i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future

engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

- ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.
- iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

9. RELEASE OF PAPERS AND PROPERTY. Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

10. NOTICES. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:	CAPK:
Garcia Industries Inc.	Community Action Partnership of Kern
ATTN: Ernesto Garcia	ATTN: Wilfredo Cruz
5880 District Blvd #12	5005 Business Park North
Bakersfield, CA 93313	Bakersfield, CA 93309
Phone: (661) 404-4673	Phone: (661) 336-5236

11. INDEMNIFICATION. Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

12. INCORPORATION OF ADDENDUMS BY REFERENCE. Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:

- a. Addendum A: Federal Assurances.
- b. Addendum B: Certification Regarding Lobbying.
- c. Addendum C: Debarment and Suspension Certification.
- d. Addendum D: Non-collusion Affidavit.

- e. Addendum E: Equal Opportunity.
- f. Addendum F: Utilization of Women & Minority Business Enterprises.
- g. Addendum G: Equal Opportunity for Special Disabled Veterans.
- h. Addendum H: Certification of Workmen's Compensation.
- i. Addendum I: Insurance Requirements.
- j. Addendum J: Prevailing Wage Compliance Certification (if required);
- k. Addendum K: Material and Workmanship Warranty (if required).
- l. Addendum L: Additional Terms and Conditions

13. MISCELLANEOUS PROVISIONS.

- a. **CONFLICT OF INTEREST.** The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.
- b. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
- c. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
- d. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.
- e. **WAIVER.** The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.
- f. **ASSIGNMENT.** Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.
- g. **FURTHER ASSURANCES.** The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.
- h. **SEVERABILITY.** All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.
- i. **ATTORNEY'S FEES.** In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
- j. **CONSTRUCTION.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.
- k. **AUTHORITY.** The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.
- l. **COUNTERPARTS.** This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: GARCIA INDUSTRIES, INC dba COMMUNITY OUTREACH SERVICES

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

Weatherization Measure Matrix - Exhibit A PRICING SHEET FOR WEATHERIZATION SERVICES

Line #	Measure	Type	Your Pricing	Price for material and labor (separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified Assessment (for Reweatherized dwellings only)		Able to do work, but will submit bid
2	REM/Design Energy Audit			Able to do work, but will submit bid
3	Combustion Appliance Safety Test	Pre Post		Able to do work, but will submit bid
4	Blower Door Test	Pre Post		Able to do work, but will submit bid
5	Duct Leakage Test	Pre Post		Able to do work, but will submit bid
6	Environmental Testing			N/A
7	HERS Rater			\$500
8	Permits			\$300
9	Contractor Post-Weatherization Inspection	Contractor Post Inspection Sub-contracted Post Inspection	\$450 \$450 per inspection	
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	\$95 per alarm	
2	Smoke Alarm	Lithium Battery or Hard-Wired	\$65 per alarm	
3	Cooking Appliance Repair, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$467	
4	Cooking Appliance Replacement, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$1025	
5	Cooling Repair	AC Wall/Window Evaporative Cooler FAU (Split System) Multi-Unit Central System (serving more than one MUD)	\$750 per dwelling or 50% of replacement \$815 per dwelling or 50% of replacement \$1,742 per dwelling or 50% of replacement \$788 per MUD or 50% of replacement	

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Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
6	Cooling Replacement	AC Wall/Window	\$1,775 per dwelling	
		Evaporative Cooler Roof	\$2,550 per dwelling	
		Evaporative Cooler Window/Wall		
		Forced Air Unit (Split System)	\$5,16 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$1,775 per MUD	
7	CVA Venting	All Other	\$325 per dwelling	
		Louver Doors Only	\$500 per dwelling	
8	Environmental Hazard Work		No maximum	
9	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	\$1,750 per dwelling or 50% of replacement	
		Forced Air Unit (Split System)	\$2,275 per dwelling or 50% of replacement	
		Multi-Unit Central System (serving more than one MUD)	\$1,750 per MUD or 50% of replacement	
		Heat Pump / Other Types Not Listed	\$2,350 per dwelling or 50% of replacement	
		Package (Dual Pack)	\$3,350 per dwelling or 50% of replacement	
		Wood-Fueled	\$2,350 per dwelling or 50% of replacement	
10	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	\$4,875 per dwelling	
		Forced Air Unit (Split System)	\$5,500 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$3,500 per dwelling	
		Heat Pump / Other Types Not Listed	\$6,500 per dwelling	
		Package (Dual Pack)	\$8,272 per dwelling	
		Wood-Fueled	\$4,700 per dwelling	
11	Water Heater Repair	Electric	\$970 per dwelling or 50% of replacement	
		Gas & Propane		
		Mobile Home		
		Multi-Unit Central System (serving more than one MUD)	\$970 per MUD or 50% of replacement	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
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12	Water Heater Replacement	Electric	\$3,250 per dwelling
		Heat Pump - 50 Gallon	\$4,050 per dwelling
		Heat Pump - 65 Gallon	\$4,526 per dwelling
		Heat Pump - 80 Gallon	\$4,990 per dwelling
		Natural Gas and Propane Mobile Home	\$3,250 per dwelling
		Multi-Unit Central System (serving more than one MUD)	\$3,250 per MUD
SECTION: Mandatory			
1	Attic Ventilation		\$475 per dwelling
2	Ceiling Insulation	R-value 0-11	\$1.10 per sq ft
		R-value 12-19	\$1.30 per sq ft
		R-value 20-30	\$1.52 per sq ft
		R-value 31-38	\$1.70 per sq ft
3	Door, Exterior (All Other Types)	Repair	\$300 per door
		Replacement - Catastrophic leaks only	\$600 per door
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	\$705 per door
		Repair - Greater than 72" x 80"	\$850 per door
		Replacement - 72" x 80" and smaller - Catastrophic leaks only	\$1,725 per door
		Replacement - Greater than 72" x 80" - Catastrophic leaks only	\$2,182 per door
5	Duct Insulation		\$1.25 per square foot
6	Duct Repair and Replacement		\$2,727 per dwelling
7	Filter Replacement	Air Conditioning Furnace	\$100 per dwelling
8	Hot Water Flow Restrictor	Faucet Restrictor	\$8 per restrictor
		Low Flow Handheld Showerhead	\$35 per showerhead
		Low Flow Showerhead	\$27 per showerhead
9	HVAC Blower Upgrades	ECM Blower Motor Efficient Fan Controller	\$350 per dwelling \$240 per dwelling
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows)***		\$1,412 per dwelling
11	Kitchen Exhaust Installation, Repair & Replacement**	Range Hoods, Wall/Ceiling Mounts	\$425 per dwelling
12	Kneewall Insulation	R-value 0-11	\$1.30 per sq ft
		R-value 12-19	\$1.52 per sq ft

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	\$105 per kit	

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		LED Hard-Wired Lights - Exterior - Porch Light	\$105 per luminaire
		LED Hard-Wired Lights - Exterior - Security Light	\$180 per luminaire
		LED Hard-Wired Lights - Interior - Ceiling	\$105 per luminaire
		LED Hard-Wired Lights - Interior - Vanity	\$105 per luminaire
		LED Hard-Wired Lights - Interior - Wall/Sconce	\$105 per luminaire
		LED Night Lights	\$7.50 per night light
		LED Replacement Bulbs	\$25 per bulb
		LED Torchiere Lamp Replacement	\$150 per dwelling
14	Limited Home Repair		\$750 per dwelling
15	Low Flow Toilet	Replacement (only when required by local building department permit process)	\$395 per toilet
16	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)	Balanced System	\$1,950 per dwelling
		Exhaust System	\$1,350 per dwelling
		Supply System	\$1,350 per dwelling
17	Microwave Oven Install		\$265 per oven
18	Refrigerator Replacement Install	19 cu. ft. and below	\$2,250 per appliance
		Over 19 cu. ft.	\$2,500 per appliance
19	Thermostat	Manual	\$85 per thermostat
		Programmable - Standard	\$195 per thermostat
		Smart	\$265 per thermostat
20	Water Heater Insulation		\$65 per blanket
21	Water Heater Pipe Insulation		\$3.90 per lin ft
22	Whole House Fan		\$3,100 per dwelling
23	Window	Repair - Catastrophic leaks only	1,200 per dwelling
		Replacement - Catastrophic leaks only	\$2,400 per dwelling
24	Vacancy Sensor Switch		\$75 per Sensor

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional				
1	Ceiling Fan		\$275 per fan	
2	Exterior Water Pipe Wrap		\$4.25 per lin ft	

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3	Floor Foundation Venting		\$500 per dwelling	
4	Floor Insulation	> 36" clearance	___ per sq ft	Able to do work, will submit bid
		< 36" clearance	___ per sq ft	
5	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	\$42 per Valve	
		Thermostatic Low Flow Showerhead (TSV + LFSSH Combo)	\$55 per showerhead TSV combo	
6	Mechanical Ventilation	Balanced System	\$1,950 per dwelling	
		Exhaust System	\$1,350 per dwelling	
		Supply System	\$1,350 per dwelling	
7	Power Strips	Tier 2 Advanced	\$105 per strip	
8	Shade screens		___ per dwelling	N/A
9	Storm Windows	Fixed, Glass Glazing	___ per sq ft	N/A
		Fixed, Polycarbonate	___ per sq ft	
		Operable, Glass Glazing	___ per sq ft	
		Operable, Polycarbonate	___ per sq ft	
10	Timer, Electric Water Heater		___ per timer	N/A
11	Tinted Window Film		___ per sq ft	N/A
12	Wall Insulation, Stucco and Wood	R-value 13	___ per sq ft	N/A

*If not able to provide service, N/A is an appropriate response in "Description of services to be provided" box

***The Infiltration Reduction Measure (IRM) includes measures previously identified under the 2020 contract as caulking, cover plate gasket, glass replacement, minor envelop repair, weatherstripping, and vent covers. In addition, IRM excludes all window and door measures.

ADDENDUM "A"
FEDERAL ASSURANCES

The Vendor:

- A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.
- C. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.
- D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7),the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)
- F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).
- G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.
- K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.
- N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C.

1451 et seq.); (f) conformity of Federal actions to State Clean Air Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Vendor

Date

ADDENDUM "C"

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

VENDOR, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Signature of Vendor

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, _____
Name of Vendor

deposes and says that he or she is _____ of _____
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

X

Signature of Vendor Date

X

Address

ADDENDUM "E"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

- A.** If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B.** During performing this Agreement, the Vendor agrees as follows:
- 1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 2.** The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 - 3.** The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - 4.** The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 5.** The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 6.** The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - 7.** The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - 8.** The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 - 9.** If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - 10.** The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 - 11.** The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

- B. The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Signature of Vendor

Date

ADDENDUM "G"

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or

applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Vendor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

- (i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

Signature of Vendor

Date

ADDENDUM "H"

**VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

ADDENDUM "I"
INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

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:
 - a. Provide coverage for owned, non-owned and hired autos.
 - b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide Contractual Liability coverage for the terms of this Agreement.
 - b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by the City of Bakersfield in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work. The Secretary of Labor (SOL) determines the Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK"), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

“ADDENDUM L”
ADDITIONAL TERMS AND CONDITIONS

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate this Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor’s compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK’s Executive Director.
6. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator’s decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
11. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women’s Business Enterprises.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in this agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal Agency.

Also, no relative of an employee of CAPK may enter into or bid on a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the “Agreement”) is made and entered into as of this 25th day of August 2022 by and between Reliable Energy Management, Inc (“Vendor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

- a. **SCOPE.** Vendor is to perform all services and install all equipment and materials as per scope of work contained in the proposal submitted by Vendor in response to RFP CAPK Energy 2022-001. Vendor’s Bid Form for RFP CAPK Energy 2022-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
- b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.
- c. **VENDOR PROJECT MANAGEMENT.** Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor’s effective representation of CAPK’s interests in performing the Services.
- d. **CHANGES IN WORK.** During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor’s fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.
- e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

- a. This agreement shall be effective, and all Services shall be provided for that period of time from August 25th, 2022, through August 24th, 2025.

3. TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK’s behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK’s property.
- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days’ notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

4. PAYMENT FOR SERVICES.

- a. **INVOICES.** Services shall be billed according to **Attachment A**. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in **Attachment A**. The total aggregate amount on this Agreement is not to exceed \$300,000.00.

Vendor shall mail all invoices, with required detail, to:

Community Action Partnership of Kern,
Attn: Accounts Payable,
5005 Business Park North,
Bakersfield, CA 93309.

- b. **PAYMENT OF INVOICES/DISPUTES.** CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed the "Not to Exceed" amount identified in **Attachment A**. In the event that service or item exceeds the maximum allowed cost by our funding source, CAPK may request a waiver to approve the additional cost. If the additional cost is not approved by the funding source, the cost will not be allowed.

5. RELATIONSHIP OF PARTIES.

- a. **INDEPENDENT CONTRACTOR.** The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.
- b. **TAXES.** Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.
- c. **WAIVER OF EMPLOYMENT RIGHTS.** Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.
- d. **VENDOR'S CONTROL.** Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.
- e. **NO EXCLUSIVITY.** No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

6. REPRESENTATIONS OF THE PARTIES

a. **VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:**

- i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.
- ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.
- iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.
- iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person.
 2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
 3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.
 - vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.
 - vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.
- b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:**
- i. The Services consist of work that is outside the usual course of CAPK's business.
 - ii. CAPK does not possess the skills or expertise to provide the Services.
 - iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.
- 7. INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.
- a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:
 - i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
 - ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.
 - b. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - i. Provide coverage for owned, non-owned and hired autos.
 - ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - c. **WORKERS' COMPENSATION INSURANCE.** Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
 - d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:
 - i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).
 - iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

- iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.
- v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

8. RESTRICTIVE COVENANTS.

- a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.
- b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:
 - i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
 - ii. develops any of the foregoing which constitute Vendor's Intellectual Property,Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.
- c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.
- d. **DEFINITIONS:**
 - i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future

engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

- ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.
- iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

9. RELEASE OF PAPERS AND PROPERTY. Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

10. NOTICES. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:	CAPK:
Reliable Energy Management, Inc	Community Action Partnership of Kern
ATTN: Ron Garcia	ATTN: Wilfredo Cruz
6829 Walthall Way	5005 Business Park North
Paramount, CA 90723	Bakersfield, CA 93309
Phone: (562)984-5515 ext. 111	Phone: (661) 336-5236

11. INDEMNIFICATION. Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

12. INCORPORATION OF ADDENDUMS BY REFERENCE. Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:

- a. Addendum A: Federal Assurances.
- b. Addendum B: Certification Regarding Lobbying.
- c. Addendum C: Debarment and Suspension Certification.
- d. Addendum D: Non-collusion Affidavit.

- e. Addendum E: Equal Opportunity.
- f. Addendum F: Utilization of Women & Minority Business Enterprises.
- g. Addendum G: Equal Opportunity for Special Disabled Veterans.
- h. Addendum H: Certification of Workmen's Compensation.
- i. Addendum I: Insurance Requirements.
- j. Addendum J: Prevailing Wage Compliance Certification (if required);
- k. Addendum K: Material and Workmanship Warranty (if required).
- l. Addendum L: Additional Terms and Conditions

13. MISCELLANEOUS PROVISIONS.

- a. **CONFLICT OF INTEREST.** The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.
- b. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
- c. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
- d. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.
- e. **WAIVER.** The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.
- f. **ASSIGNMENT.** Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.
- g. **FURTHER ASSURANCES.** The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.
- h. **SEVERABILITY.** All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.
- i. **ATTORNEY'S FEES.** In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
- j. **CONSTRUCTION.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.
- k. **AUTHORITY.** The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.
- l. **COUNTERPARTS.** This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR: RELIABLE ENERGY MANAGEMENT, INC

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT A

**Weatherization Measure Matrix - Exhibit A
PRICING SHEET FOR WEATHERIZATION SERVICES**

Line #	Measure	Type	Your Pricing	Price for material and labor (separated)
SECTION: Assessments/Diagnostics				
1	Dwelling Assessment	With Attic Without Attic Modified Assessment (for Reweatherized dwellings only)		
2	REM/Design Energy Audit			
3	Combustion Appliance Safety Test	Pre Post		
4	Blower Door Test	Pre Post		
5	Duct Leakage Test	Pre Post		
6	Environmental Testing			
7	HERS Rater			
8	Permits			
9	Contractor Post-Weatherization Inspection	Contractor Post Inspection Sub-contracted Post Inspection	\$85 \$450 per inspection	
SECTION: Health and Safety				
1	Carbon Monoxide Alarm	Lithium Battery	\$70 per alarm	
2	Smoke Alarm	Lithium Battery or Hard-Wired	\$70 per alarm	
3	Cooking Appliance Repair, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup	
4	Cooking Appliance Replacement, Free Standing Range or Cook Top Install	Electric Natural Gas and Propane Other Types Not Listed	\$950 \$950 \$950	
5	Cooling Repair	AC Wall/Window Evaporative Cooler FAU (Split System) Multi-Unit Central System (serving more than one MUD)	____ per dwelling or 50% of replacement ____ per dwelling or 50% of replacement ____ per dwelling or 50% of replacement ____ per MUD or 50% of replacement	\$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup \$85 per hour & parts + 30% markup

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
6	Cooling Replacement	AC Wall/Window	\$1,850 per dwelling	
		Evaporative Cooler Roof	\$1,900 per dwelling	
		Evaporative Cooler Window/Wall		
		Forced Air Unit (Split System)	\$4,500 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$1,700 per MUD	
7	CVA Venting	All Other	\$230 per dwelling	
		Louver Doors Only	\$500 per dwelling	
8	Environmental Hazard Work		No maximum	
9	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	_____ per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Forced Air Unit (Split System)	_____ per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Multi-Unit Central System (serving more than one MUD)	_____ per MUD or 50% of replacement	\$85 per hour & parts + 30% markup
		Heat Pump / Other Types Not Listed	_____ per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Package (Dual Pack)	_____ per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Wood-Fueled	_____ per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
10	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	\$4,200 per dwelling	
		Forced Air Unit (Split System)	\$5,800 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$3,600 per dwelling	
		Heat Pump / Other Types Not Listed	\$6,100 per dwelling	
		Package (Dual Pack)	\$7,200 per dwelling	
		Wood-Fueled	\$5,000 per dwelling	
11	Water Heater Repair	Electric	_____ per dwelling or 50% of replacement	\$85 per hour & parts + 30% markup
		Gas & Propane Mobile Home		
		Multi-Unit Central System (serving more than one MUD)	_____ per MUD or 50% of replacement	\$85 per hour & parts + 30% markup

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
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12	Water Heater Replacement	Electric	\$2,400 per dwelling	
		Heat Pump - 50 Gallon	\$2,700 per dwelling	
		Heat Pump - 65 Gallon	\$3,300 per dwelling	
		Heat Pump - 80 Gallon	\$3,700 per dwelling	
		Natural Gas and Propane Mobile Home	\$2,300 per dwelling	
		Multi-Unit Central System (serving more than one MUD)	\$2,400 per MUD	

SECTION: Mandatory

1	Attic Ventilation		\$350 per dwelling	
2	Ceiling Insulation	R-value 0-11	\$1.00 per sq ft	
		R-value 12-19	\$1.20 per sq ft	
		R-value 20-30	\$1.50 per sq ft	
		R-value 31-38	\$1.90 per sq ft	
3	Door, Exterior (All Other Types)	Repair	\$275 per door	
		Replacement - Catastrophic leaks only	\$550 per door	
4	Door, Sliding Glass	Repair - 72" x 80" and smaller	___ per door	\$85 per hour & parts + 30% markup
		Repair - Greater than 72" x 80"	___ per door	\$85 per hour & parts + 30% markup
		Replacement - 72" x 80" and smaller - Catastrophic leaks only	\$1,600 per door	
		Replacement - Greater than 72" x 80" - Catastrophic leaks only	\$1,900 per door	
5	Duct Insulation		\$1.20 per square foot	
6	Duct Repair and Replacement		\$3,000 per dwelling	
7	Filter Replacement	Air Conditioning	\$60 per dwelling	
		Furnace	\$60 per dwelling	
8	Hot Water Flow Restrictor	Faucet Restrictor	\$9 per restrictor	
		Low Flow Handheld Showerhead	\$40 per showerhead	
		Low Flow Showerhead	\$30 per showerhead	
9	HVAC Blower Upgrades	ECM Blower Motor	\$400 per dwelling	
		Efficient Fan Controller	\$300 per dwelling	
10	Infiltration Reduction (Excludes both repair and replacement of Doors and Windows)***		___ per dwelling	\$85 per hour & parts + 30% markup
11	Kitchen Exhaust Installation, Repair & Replacement**	Range Hoods, Wall/Ceiling Mounts	\$400 per dwelling	
12	Kneewall Insulation	R-value 0-11	\$1.30 per sq ft	
		R-value 12-19	\$1.30 per sq ft	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
13	Lighting	LED Downlight Retrofit Kits	\$65 per kit	

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		LED Hard-Wired Lights - Exterior - Porch Light	\$110 per luminaire	
		LED Hard-Wired Lights - Exterior - Security Light	\$110 per luminaire	
		LED Hard-Wired Lights - Interior - Ceiling	\$80 per luminaire	
		LED Hard-Wired Lights - Interior - Vanity	\$90 per luminaire	
		LED Hard-Wired Lights - Interior - Wall/Sconce	\$80 per luminaire	
		LED Night Lights	\$10 per night light	
		LED Replacement Bulbs	\$30 per bulb	
		LED Torchiere Lamp Replacement	\$160 per dwelling	
14	Limited Home Repair		___ per dwelling	\$85 per hour & parts + 30% markup
15	Low Flow Toilet	Replacement (only when required by local building department permit process)	\$350 per toilet	
16	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)	Balanced System	___ per dwelling	\$85 per hour & parts + 30% markup
		Exhaust System	___ per dwelling	\$85 per hour & parts + 30% markup
		Supply System	___ per dwelling	\$85 per hour & parts + 30% markup
17	Microwave Oven Install		\$300 per oven	
18	Refrigerator Replacement Install	19 cu. ft. and below	\$1,300 per appliance	
		Over 19 cu. ft.	\$1,500 per appliance	
19	Thermostat	Manual	\$75 per thermostat	
		Programmable - Standard	\$175 per thermostat	
		Smart	\$320 per thermostat	
20	Water Heater Insulation		\$65 per blanket	
21	Water Heater Pipe Insulation		\$4.00 per lin ft	
22	Whole House Fan		\$1,500 per dwelling	
23	Window	Repair - Catastrophic leaks only	___ per dwelling	\$85 per hour & parts + 30% markup
		Replacement - Catastrophic leaks only	___ per dwelling	\$10 per sq. ft.
24	Vacancy Sensor Switch		\$65 per Sensor	

Line #	Measure	Type	Maximum Reimbursement	Description of services to be provided (provide price for material and labor separated)
SECTION: Optional				
1	Ceiling Fan		\$300 per fan	
2	Exterior Water Pipe Wrap		\$4.20 per lin ft	

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3	Floor Foundation Venting		\$400 per dwelling	
4	Floor Insulation	> 36" clearance	\$2.50 per sq ft	
		< 36" clearance	\$3.00 per sq ft	
5	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	\$60 per Valve	
		Thermostatic Low Flow Showerhead (TSV + LFSH Combo)	\$75 per showerhead TSV combo	
6	Mechanical Ventilation	Balanced System	___ per dwelling	\$85 per hour & parts + 30% markup
		Exhaust System	___ per dwelling	\$85 per hour & parts + 30% markup
		Supply System	___ per dwelling	\$85 per hour & parts + 30% markup
7	Power Strips	Tier 2 Advanced	\$120 per strip	
8	Shade screens		___ per dwelling	\$7.00 per sq. ft.
9	Storm Windows	Fixed, Glass Glazing	\$12 per sq ft	
		Fixed, Polycarbonate	\$20 per sq ft	
		Operable, Glass Glazing	\$15 per sq ft	
		Operable, Polycarbonate	\$23 per sq ft	
10	Timer, Electric Water Heater		\$125 per timer	
11	Tinted Window Film		\$3.50 per sq ft	
12	Wall Insulation, Stucco and Wood	R-value 13	\$4.00 per sq ft	

*if not able to provide service, N/A is an appropriate response in "Description of services to be provided" box

***The Infiltration Reduction Measure (IRM) includes measures previously identified under the 2020 contract as caulking, cover plate gasket, glass replacement, minor envelop repair, weatherstripping, and vent covers. In addition, IRM excludes all window and door measures.

ADDENDUM "A"
FEDERAL ASSURANCES

The Vendor:

- A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.
- C. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.
- D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7),the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)
- F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).
- G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.
- K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.
- N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the

approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State Clean Air Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Vendor

Date

ADDENDUM "C"

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

VENDOR, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Signature of Vendor

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, _____
Name of Vendor

deposes and says that he or she is _____ of _____
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

X

Signature of Vendor Date

X

Address

ADDENDUM "E"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

- A.** If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B.** During performing this Agreement, the Vendor agrees as follows:
- 1.** The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 2.** The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 - 3.** The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - 4.** The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 5.** The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 6.** The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - 7.** The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - 8.** The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposed of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 - 9.** If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - 10.** The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 - 11.** The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Signature of Vendor

Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

- B. The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Signature of Vendor

Date

ADDENDUM "G"

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or

applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Vendor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

- (i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

Signature of Vendor

Date

ADDENDUM "H"

**VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

ADDENDUM "I"
INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

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:
 - a. Provide coverage for owned, non-owned and hired autos.
 - b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide Contractual Liability coverage for the terms of this Agreement.
 - b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by the City of Bakersfield in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work. The Secretary of Labor (SOL) determines the Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK"), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

Vendor's Name (type or print)

Name of Vendor's Company

Vendor's Signature

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

“ADDENDUM L”
ADDITIONAL TERMS AND CONDITIONS

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate this Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor’s compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK’s Executive Director.
6. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator’s decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
11. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women’s Business Enterprises.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in this agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal Agency.

Also, no relative of an employee of CAPK may enter into or bid on a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.


It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."



MEMORANDUM

To: Budget and Finance Committee

From: Freddy Hernandez, Director of Youth & Community Services



Date: August 17, 2022

Subject: *Agenda Item 4f*: Kern County Superintendent of Schools – East
Kern Family Resource Center – **Action Item**

On August 8, 2022, we received one-year award notice for \$240,727 from the Kern County Superintendent of Schools Office. This is an increase of \$10,001 when compared to last year's contract. The award allows us to continue offering case management and support services to at-risk families in East Kern County. The contract period will be from July 1, 2022, through June 30, 2023.

This project enables the East Kern Family Resource Center staff to provide case management and support services to at-risk families in collaboration with the Kern County Department of Human Services – Emergency Response Team. The focus of the program is to help improve the family function and the safety of children in the communities of East Kern County.

The project is funded as part of the California Department of Social Services (CDSS) initiative to make funds available for the prevention and intervention of child abuse and the promotion of safe and stable families. The work connects to CAPK's mission and Strategic Goal 2, helping meet the diverse needs of the low-income communities of Kern County. Many of the families living in the East Kern communities often do not receive the same support services that families in Bakersfield do, creating a larger barrier for the sustainability of the family's overall health, safety, and stability. Staff will be tasked with the responsibility of providing support and case management services that would assist with the promotion of family stability.

Recommendation:

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute the contract and any future amendments throughout the contract term.

Attachment:

KCSOS Contract for East Kern Family Resource Center

July 12, 2022

Office of Mary C. Barlow ...advocates for children

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

RE: Vendor # 37779

Dear Vendor,

Submitted for your signature are (2) copies of the above referenced contracts/agreements/amendments.

- * Please sign or have the appropriate authorized person sign the enclosed agreement in **blue ink**.
- * Please complete all of the information on the signature page.
- * Return **one (1) signed original** to the address below no later than **July 21st, 2022**.

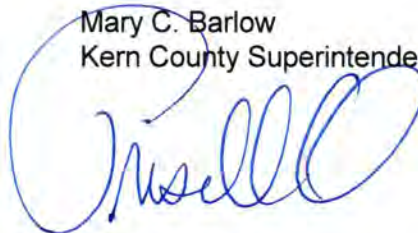
Payment cannot be made until the signed contract is returned.

For questions or concerns regarding this agreement, contact Cristina Valenzuela at (661) 636-4524, or crvalenzuela@kern.org.

PLEASE RETURN SIGNED ORIGINAL TO:
Kern County Superintendent of Schools
Attn: Cristina Valenzuela - Contracts
1300 17th Street - 6th Floor
Bakersfield, CA 93301-4533

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools



Priscilla Quinn
Assistant Superintendent of Finance

MCB:PQ:cav
Enc.

OFFICE OF MARY C. BARLOW
Kern County Superintendent of Schools
Advocates for Children

AGREEMENT FOR
KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
KERN COUNTY NETWORK FOR CHILDREN
CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;
COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND;
PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT;
AND CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS

(Kern County Superintendent of Schools, as administrative agent for the Kern County Child and Family Services Agency – Community Action Partnership of Kern)

THIS AGREEMENT is made and entered into this 1st day of July, 2022, by and between the Kern County Superintendent of Schools as the administrative agent for the Kern County Child and Family Services Agency, (hereinafter "KCFSA") established through a Joint Powers Agreement between the County of Kern and the Kern County Superintendent of Schools, (hereinafter collectively referred to as "AGENCY"), and the Community Action Partnership of Kern (hereinafter "CONTRACTOR"), whose principal place of business is, 5005 Business Park North, Bakersfield, CA 93309.

WITNESSETH:

WHEREAS:

- a. The County of Kern (hereinafter "COUNTY") has been designated by the State of California Department of Social Services (hereinafter "CDSS") as having the responsibility to administer funds made available for distribution under the Child Abuse Prevention, Intervention and Treatment (hereinafter "CAPIT"), Community Based Child Abuse Prevention (hereinafter "CBCAP"), Children's Trust (hereinafter "Trust"), and Promoting Safe and Stable Families (hereinafter "PSSF") programs; and
- b. COUNTY has designated KCFSA as the administrative agent for CAPIT projects funded under AB 1733 and AB 2994; CBCAP projects funded under the Keeping Children and Families Safe Act of 2003 (P.L. 108-36); and, PSSF projects funded under the Federal Omnibus Budget Reconciliation Act of 1993 (PL 103-66); and
- c. KCFSA has been designated by the Board of Supervisors as the administrative agent for the Kern County Network for Children (hereinafter "KCNC"), and KCNC is the planning body for Kern County's CAPIT, CBCAP, Trust, and PSSF funding; and
- d. KCFSA has been awarded Child Welfare Services Outcome Improvement Project (hereinafter "CWSOIP") and Families First Transition Act Fund (herein after "FFTA") funds that support the goals set forth in Kern's Child Welfare Services FY 2022-2027 Self Improvement Plan; and
- e. KCFSA has been awarded Proposition 10 (hereinafter "Prop. 10") funds by the Kern County Children and Families Commission (hereinafter "COMMISSION") to provide Differential Response services; and

- f. CONTRACTOR is qualified, staffed and equipped to provide services in accordance with the provisions of this agreement; and
- g. It is to the mutual benefit of the parties to enter into an agreement to memorialize the terms of their agreement hereunder.

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

1. TERM

This Agreement shall become effective as of July 1, 2022 and shall remain in effect until June 30, 2023, unless sooner terminated as hereinafter provided.

2. RESPONSIBILITIES OF CONTRACTOR

The duties of CONTRACTOR shall include, but not necessarily be limited to, the scope of work described in Exhibit "A", which is attached hereto and made a part hereof, and to remain ready, willing and able to provide services to all children who are at risk of abuse or neglect in compliance with the following:

- A. Priority for CONTRACTOR'S services shall be given to children who have been referred by the County of Kern's Department of Human Services as a result of abuse or neglect allegations. CONTRACTOR agrees to keep the County of Kern's Department of Human Services informed about its services and activities under this Agreement.
- B. CONTRACTOR'S program shall be culturally and linguistically appropriate to the population and geographical area it serves.
- C. CONTRACTOR shall provide Differential Response services that include assistance to CalWORKS Welfare to Work (WTW) clients, who have open Differential Response cases or pending Differential Response referrals to assist them with fully complying with WTW program requirements;
 - 1) CONTRACTOR shall provide Differential Response services that include, but are not limited to:
 - a) Use the CalSAWS system, provided by the County of Kern's Department of Human Services to screen for common clients, who have WTW case plans and/or sanctions.
 - b) Assist WTW clients to eliminate barriers resulting in the sanctions by providing case management services.
 - c) Provide clients with assistance that encourages client participation in assigned WTW case plan activities.
 - d) Inform WTW Social Workers of the status of Differential Response services provided to a common client, including when a case is opened, closed or services are refused.
- D. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code section 11165 (k). This responsibility shall include, without limitation, the requirement that each employee, volunteer, consultant or agent performing services under this agreement who

are required by Penal Code section 11166 (a) to report child abuse or neglect shall sign a statement that he or she knows of the reporting requirements and will comply with them. CONTRACTOR shall establish procedures and provide training to ensure reporting even when employees, volunteers, consultants or agents who are not required to report child abuse under Penal Code section 11166(a) gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

- E. CONTRACTOR shall maintain accurate and complete financial records of costs and operating expenses that shall reflect the actual cost of the services provided.
- F. CONTRACTOR shall maintain a Social Solutions ETO Sub-License, comply with the terms and conditions set forth, and fully utilize the software.
- G. CONTRACTOR shall provide quarterly and annual reports to AGENCY, utilizing Social Solutions ETO software and forms required by the AGENCY and COMMISSION, as applicable.
- H. CONTRACTOR agrees to comply with all requirements of the AGENCY and COMMISSION, including practices, policies and procedures now in effect, or yet to be established, for providing services and/or monitoring, reporting, and evaluating CONTRACTOR'S performance and for payment of CONTRACTOR'S actual cost of providing the services herein described. The AGENCY and COMMISSION shall apply policies and procedures developed after the date of this Agreement prospectively from the date of their adoption.
- I. CONTRACTOR shall actively recruit and engage community members and consumers of services as participants in the planning, implementation, and evaluation of said services.
- J. CONTRACTOR shall initiate and maintain contact with other public and private agencies responsible for organizing and delivering children's services in the area served by the CONTRACTOR. Whenever possible, these organizations shall be included in the implementation and evaluation of this grant.
- K. CONTRACTOR shall initiate and maintain contacts with existing local family preservation and child abuse prevention, intervention, and treatment programs or networks and shall take appropriate action to become an active participant in the local federal Promoting Safe and Stable Families program as well as the local state Child Abuse Prevention, Intervention and Treatment and County Self Assessment planning processes.
- L. CONTRACTOR shall comply with all County, State, and Federal program guidelines, mandates and requirements.

3. COMPENSATION

As compensation for all services to be provided by CONTRACTOR, AGENCY shall pay CONTRACTOR a maximum payment in the amount of Two Hundred Forty Thousand Seven Hundred Twenty-Seven Dollars (\$240,727.00) as described in Exhibit "B", which is attached hereto and made a part hereof. No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to CONTRACTOR through this Agreement shall be utilized to compensate employees of CONTRACTOR for overtime or compensatory time off, except to the extent that CONTRACTOR is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law.

4. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

CONTRACTOR shall submit monthly to AGENCY an invoice for reimbursement of allowable expenditures incurred in the previous month. Costs claimed under this Agreement are subject to Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.

- A. All invoices shall be submitted with original signature in a form approved by AGENCY and shall include:
- 1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget, supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.
 - 2) A simplified worksheet that explains how salary charges on invoices were calculated and lists employees by name, position, location and amount charged.
 - 3) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed AGENCY's rates that are in effect at the time the expense(s) is/are incurred.
 - 4) Copies of invoices submitted to CONTRACTOR from subcontractors.
- B. CONTRACTOR shall adjust from its billings to AGENCY all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. CONTRACTOR accepts fiscal responsibility for any future audit findings resulting from CONTRACTOR's billings under this Agreement. CONTRACTOR shall refund AGENCY for all costs related to this Agreement which are disallowed by CDSS as a result of audit findings or insufficient funds available from the State.
- C. CONTRACTOR shall comply with all audit exceptions by appropriate federal, State, COMMISSION, and COUNTY audit agencies as prescribed by the auditing agency, and provide all required audit documentation to AGENCY pertaining to the services required by this Agreement.
- D. Invoices shall be sent to AGENCY for processing by the twenty-fifth (25th) calendar day of the month following the month in which services were rendered during the months of July through May, and by the 20th of the month of July for approved expenses incurred during the month of June. Invoices that are submitted late may not be eligible for payment. Payment will be made to CONTRACTOR within thirty (30) days of receipt and approval of each complete invoice by AGENCY.
- E. AGENCY reserves the right to withhold payment if CONTRACTOR falls behind schedule or submits substandard work. In the event CONTRACTOR fails to remedy substandard work or work that has fallen behind schedule within seven (7) days after receiving written notice of deficiency, AGENCY reserves the right to withhold payment of an amount corresponding to the value of the substandard work or the work that has fallen behind schedule until corrected.
- F. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget line item accounts or the addition of budget line items cannot be approved without prior submission of a revised budget by CONTRACTOR and prior written approval by AGENCY.

5. REPRESENTATIONS

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

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

6. ASSIGNMENT

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

7. NEGATION OF PARTNERSHIP

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

8. IMMIGRATION REFORM AND CONTROL ACT

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

9. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY; AGENCY's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives; and COMMISSION 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 AGENCY, expert fees, costs of staff time and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONTRACTOR or CONTRACTOR's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of AGENCY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONTRACTOR by any person or entity.

10. INSURANCE

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

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

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

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

B. Liability Insurance Requirements:

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

C. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the AGENCY. An

endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the AGENCY.

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

11. EVALUATION

Services to be provided by CONTRACTOR shall be evaluated by AGENCY and COMMISSION, on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during evaluation shall be stated and placed in detailed written form, and a copy submitted to CONTRACTOR. CONTRACTOR shall respond in writing to the deficiencies statement within seven (7) days from the date of receipt. Failure to remedy the stated deficiencies may result in

termination of the Agreement by AGENCY. Deficiencies that may be subject to non-payment of future invoices by AGENCY shall include:

- A. Failure to notify AGENCY and receive prior written approval for any changes to Program delivery within fifteen (15) days of change for:
 - 1) Change in program staff.
 - 2) Change in program services.
 - 3) Change in service levels, locations, hours and days, and/or access for participants.
 - 4) Change in staffing structure or work schedules for staff.
- B. Failure to notify AGENCY for written approval prior to any changes to delivery of program services.
- C. Failure to comply with Federal, State, and/or County laws, ordinances, rules and regulations.
- D. Failure to comply with AGENCY and/or COMMISSION's policies and procedures, as applicable.
- E. Failure to request, in writing, and receive written pre-approval from AGENCY for changes to, or the addition of the line items in, the approved budget.
- F. Failure to comply with evaluation requirements.
- G. Failure to provide written assurance of required civil rights training as detailed in Paragraph 30, below.
- H. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

12. CONTRACT DISPUTE

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

13. TERMINATION

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

compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

14. NON-APPROPRIATION

This Agreement is subject to County of Kern's and COMMISSION's annual appropriation processes. In the event that funds representing CONTRACTOR'S compensation and reimbursement for expenses for the services provided pursuant to this Agreement are not made available to AGENCY in any fiscal year, this Agreement shall be deemed terminated and shall be of no further force or effect as of the date AGENCY's budget is approved. AGENCY will provide CONTRACTOR with notice of any action.

15. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received three (3) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to AGENCY shall be addressed as follows:

Mary C. Barlow, Superintendent
Kern County Superintendent of Schools
1300 17th Street
Bakersfield, CA 93301

Notice to CONTRACTOR shall be addressed as follows:

Jeremy Tobias, Chief Executive Officer
Community Action Partnership of Kern
5005 Buisness Park North
Bakersfield, CA 93309

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

16. OWNERSHIP OF DOCUMENTS

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

17. CONFLICT OF INTEREST

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

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

18. SOLE AGREEMENT

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

19. AUTHORITY TO BIND AGENCY

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

20. MODIFICATION OF AGREEMENT

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

21. NON-WAIVER

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

22. CHOICE OF LAW/VENUE

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

23. CONFIDENTIALITY

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

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

- A. During the term of this Agreement, Parties may receive or create certain confidential Personal Identifiable Information ("PII"). This PII is subject to protection under State and federal law, including the Information Practices Act of 1997 (Cal. Civ. Code §§ 1798 et seq.), and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PII the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PII consistent with applicable law, including currently effective provisions of the Information Practices Act of 1997.
- B. For purposes of this section, PII means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information whether oral or recorded in any form or medium.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements and other applicable laws relating to the security or confidentiality of PII. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with applicable Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon fifteen (15) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the Information Practices Act of 1997, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PII in a manner that is not authorized by the Parties or by applicable law.
- E. During the term of this Agreement, the CONTRACTOR agrees to abide by the Information Exchange Agreement between the Social Security Administration ("SSA") and the California Department of Health Care Services "DHCS"), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements ("TSSR"), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the CONTRACTOR agrees not to post these documents in a public viewing area including any public Internet site.** CONTRACTOR agrees to abide by all relevant requirements in the National Institute of Standards and Technology ("NIST") Special Publications ("SP") 800-122 and 800-53 (<https://www.nist.gov/>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personal Identifiable Information ("PII").

CONTRACTOR RESPONSIBILITIES

- 1) CONTRACTOR will provide a list of all employees who will have access to SSA data to the COUNTY prior to COUNTY giving CONTRACTOR access to such data.

- 2) CONTRACTOR and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the CONTRACTOR. CONTRACTOR will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, CONTRACTOR will provide proof of such training to the AGENCY.
- 3) CONTRACTOR agrees to allow the AGENCY to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:
 - a) Safeguards for sensitive information;
 - b) Technological safeguards on computer(s) that have access to SSA-provided information;
 - c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
 - d) Continuous monitoring of the CONTRACTOR'S or agent's network and infrastructure and assets.
 - e) Compliance with all applicable TSSR and NIST guidelines.
- 4) CONTRACTOR will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the AGENCY for evidentiary purposes.
- 5) CONTRACTOR agrees no PII or PHI record will be stored outside the CONTRACTOR'S information system without approval by AGENCY. CONTRACTOR will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("FIPS") 199 security category of the information recorded on the media. CONTRACTOR will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- 6) CONTRACTOR is required to encrypt any PHI/PII information prior to transmission to the COUNTY as outlined in the TSSR and NIST guidelines. If encryption is not available, CONTRACTOR will work with AGENCY on alternate methods to receive any PII/PHI documents.
- 7) CONTRACTOR is required to report any breach or loss of PII/PHI within 24 hours to the AGENCY.
- 8) CONTRACTOR will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. CONTRACTOR will track, document, and verify media sanitization actions.

- 9) CONTRACTOR and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

24. ENFORCEMENT OF REMEDIES

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

25. SEVERABILITY

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

26. COMPLIANCE WITH LAW

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

27. CAPTIONS AND INTERPRETATION

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

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

28. TIME OF ESSENCE

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

29. COUNTERPARTS

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

30. NONDISCRIMINATION

Neither CONTRACTOR, nor any officer, agent, employee, servant or subcontractor of CONTRACTOR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies

and Procedures, Chapter 21. CONTRACTOR will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21. CONTRACTOR shall adhere to all mandated requirements described in the CDSS Manual of Policies and Procedures Chapter 21 and Exhibit "C", Assurance of Compliance Nondiscrimination In State And Federally Assisted Programs.

CONTRACTOR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event AGENCY, COUNTY or COMMISSION is subject to any fiscal sanction or other legal remedies as a result of CONTRACTOR'S failure to comply with the requirements of this section, shall indemnify and hold harmless AGENCY, COUNTY, and COMMISSION from any such fiscal sanction or other legal remedy imposed against AGENCY, COUNTY, or COMMISSION as provided in the indemnification provisions of this Agreement. CONTRACTOR shall participate in and pay AGENCY, COUNTY and COMMISSION's costs incurred in AGENCY, COUNTY and COMMISSION's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred. CONTRACTOR acknowledges that the AGENCY, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, which is attached hereto and made a part hereof as Exhibit "C." By signing this Agreement, CONTRACTOR, as a sub-recipient of such funding through AGENCY, shall be equally bound to comply with each and every requirement set forth therein.

CONTRACTOR further agrees that its staff having public contact as part of their employment shall participate in training in civil rights and cultural awareness pursuant to Division 21 of CDSS' Manual of Policy and Procedures, as required by AGENCY.

31. AUDIT, INSPECTION, AND RETENTION OF RECORDS

CONTRACTOR agrees to maintain and make available to AGENCY and COMMISSION accurate books and records relative to all its activities under this Agreement. CONTRACTOR shall provide AGENCY with one copy of the Reporting Package of a single audit performed by an Independent Certified Public Accountant (CPA) required by law and permitted by A-133, paragraph .320(f) within one hundred eighty (180) days after the end of the organization's fiscal year. If CONTRACTOR fails to submit an acceptable audit, the AGENCY has the authority to withhold funding until an acceptable audit is received by the AGENCY.

CONTRACTOR shall permit AGENCY and COMMISSION to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last.

CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully. CONTRACTOR'S records shall describe and support the use of funds for the agreed upon program. The method used by CONTRACTOR to determine costs must confirm to Generally Accepted Government Accounting Standards. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon AGENCY and COMMISSION herein.

32. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

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

33. CAPITAL ASSET EQUIPMENT

- A. At termination or completion of this Agreement, CONTRACTOR shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State, County and AGENCY procedures. If said equipment is to continue to be used by CONTRACTOR, said equipment, shall remain with and continue to be used by CONTRACTOR subject to AGENCY'S written consent.
- B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
- 1) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

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

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

CONTRACTOR shall record the following information when property is acquired:

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

34. LOBBYING CERTIFICATION

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

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

Report Lobbying," in accordance with its instructions.

35. NON-COLLUSION COVENANT

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

36. NO THIRD PARTY BENEFICIARIES

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

37. SIGNATURE AUTHORITY

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

38. EXHIBITS

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

[Remainder of this page is intentionally left blank.]


IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

**COMMUNITY ACTION PARTNERSHIP OF
KERN
CONTRACTOR**

By: _____
Print Name: Jeremy Tobias
Title: Chief Executive Officer
Address: 5005 Business Park North
Bakersfield, CA 93309

Date: _____

**MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
AGENCY**

By:  _____
Signatory Name: Priscilla Quinn
Title: Assistant Superintendent
Address: 1300 17th Street, Bakersfield, CA 93301
Acct: 01-932-5810-0-7299.00-8100-9200-00-0000-000
01-935-7810-0-7299.00-8100-9200-00-0000-000
01-990-9010-0-7299.00-8100-9200-00-0000-000

Date: 7/13/2022

APPROVED AS TO FORM
Office of County Counsel

By:  _____
Deputy County Counsel

KCSOS Ref #22022

Exhibit A
KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN
CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;
COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND;
PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND
CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS

FY 2022 – 2023 Differential Response Services – Service Area 3
Scope of Work

Project Name: East Kern Differential Response

Project Goal (Long Term): <i>What services will be provided and to how many?</i>	ACTIVITIES <i>What corresponding activities will occur each quarter?</i>	Resulting Outcomes To Be Reported	MEASUREMENT TOOLS	ESTIMATED OUTCOMES
<p>SERVICES</p> <p>1. Provide at least 140 at-risk families with information, referral, and linkage services to assist them with accessing supportive services in the community.</p> <p>i. Among these families, at least 300 children will receive services.</p> <p>2. Provide strength-based case management services to at least 60 at-risk families needing family support beyond resource and referral services to increase family stability.</p> <p>i. Among these families, at least 130 children will receive services.</p>	<p>1. Partner with DHS Emergency Response Social Workers, Welfare to Work (WTW) Social Workers and community agencies.</p> <p>2a. Screen all referrals in C-IV to identify any CalWORKS WTW participation requirements or sanctions and conduct joint home visits with DHS Emergency Response Social Workers whenever possible to monitor child safety and provide feedback to Emergency Response regarding family progress or refusal to participate in services.</p> <p>2b. Provide strengths-based, trauma-informed and family-driven case management services that include comprehensive assessment, are goal focused, and assist families with building Protective Factors.</p> <p>2c. Provide families referred and/or receiving case management services with information about and linkages to supportive services.</p> <p>2d. Provide case managed families with transportation services and/or assist families with obtaining appropriate means of transportation.</p> <p>2e. Encourage parents to fully participate in any required WTW program activities; and, provide encouragement, transportation assistance, and supportive services to assist WTW sanctioned parents with curing any sanctions.</p>	<p>Engagement:</p> <p>2a. Parents will be satisfied with services provided.</p> <p>2b. Parents referred for DR services will accept case management services.</p> <p>Short Term:</p> <p>2a. Parents receiving case management will demonstrate improved family functioning.</p> <p>2b. Parents with an open DR case who are WTW program sanctioned will successfully cure their sanction.</p> <p>Long Term:</p> <p>California Child Welfare Indicators Project reporting on the Recurrence of Maltreatment will decrease.</p>	<p>Engagement:</p> <p>2a. The Client Satisfaction Survey will be conducted at six months and exit.</p> <p>2b. Accurate Case Status entries into the Social Solutions ETO System.</p> <p>2a and 2b. Assessment and touchpoint entries into the Social Solutions ETO System.</p> <p>Short Term:</p> <p>2a. NCFAS-General (NCFAS-G) to be completed at intake, every 90 days case is open, and at time of case closure.</p> <p>2a, 2b & 2 c. Accurate and timely data entry via assessments, touchpoints and surveys completed in the Social Solutions ETO System.</p> <p>Long Term:</p> <p>California Child Welfare Indicators Project Recurrence of Maltreatment data.</p>	<p>Engagement:</p> <p>2a. At least 90% of parents will indicate that they were satisfied with services.</p> <p>2b. Enrollment targets:</p> <p>i. At least 40% of families referred will accept DR case management services.</p> <p>ii. Not more than 25% of families will decline services.</p> <p>iii. Not more than 25% of families will be unable to locate.</p> <p>iv. Not more than 10% will not be served for other reasons.</p> <p>Short Term:</p> <p>2a. At least 67% of families receiving case management services will successfully improve family functioning and complete their case plan goals.</p> <p>2b. At least 20% of WTW sanctioned families will successfully cure their sanction prior to DR program exit.</p>

Exhibit B

**KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN
CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;
COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND;
PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND
CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS**

**Budget
FY 2022 - 2023**

**AGENCY: Community Action Partnership of Kern
PROJECT TITLE: East Kern Differential Response
TOTAL AMOUNT: \$240,727.00**

I. PERSONNEL SERVICES	Hourly Rate (1)	Total Program Hours (2)	Prop 10 Program Hours (3)	KCNC Program Hours (4)	Prop 10 Program Budget (5)	KCNC Program Budget (6)	Total Program Budget (7)
Site Supervisor (MB)	\$ 29.0000	1168	175.8621	992.1379	\$ 5,100	\$ 28,772	\$ 33,872
Office Assistant (DG)	\$ 16.0000	1560	237.5000	1322.5000	\$ 3,800	\$ 21,160	\$ 24,960
Case Manager (RR)	\$ 19.0000	2080	347.3684	1732.6316	\$ 6,600	\$ 32,920	\$ 39,520
Case Manager (JP)	\$ 19.0000	2080	347.3684	1732.6316	\$ 6,600	\$ 32,920	\$ 39,520
	Total Salaries & Wages				\$ 22,100	\$ 115,772	\$ 137,872
	Benefits				\$ 5,732	\$ 36,268	\$ 42,000
	TOTAL PERSONNEL SERVICES				\$ 27,832	\$ 152,040	\$ 179,872
II. SERVICES AND SUPPLIES	Office and Program Supplies				\$ -	\$ 4,000	\$ 4,000
	Rent/Occupancy Costs				\$ -	\$ 19,400	\$ 19,400
	Communications				\$ -	\$ 9,500	\$ 9,500
	IT Support				\$ -	\$ -	\$ -
	Travel/Mileage				\$ -	\$ 7,500	\$ 7,500
	Training				\$ -	\$ 659	\$ 659
	Postage				\$ -	\$ 500	\$ 500
	Printing and Duplication				\$ -	\$ -	\$ -
	Client Emergency Needs				\$ -	\$ -	\$ -
	Recruitment				\$ -	\$ 550	\$ 550
	Insurance				\$ -	\$ 1,500	\$ 1,500
	Equipment repair/maintenance				\$ -	\$ -	\$ -
	Audit				\$ -	\$ -	\$ -
	Equipment				\$ -	\$ 500	\$ 500
	TOTAL SERVICES & SUPPLIES				\$ -	\$ 44,109	\$ 44,109
	SUBTOTAL I & II:				\$ 27,832	\$ 196,149	\$ 223,981
III. INDIRECT	INDIRECT RATE:		Prop 10 4.00%	KCNC 7.97%	\$ 1,113	\$ 15,633	\$ 16,746
	TOTAL INDIRECT				\$ 1,113	\$ 15,633	\$ 16,746
GRAND TOTAL					\$ 28,945	\$ 211,782	\$ 240,727

Exhibit C
KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE / KERN COUNTY NETWORK FOR CHILDREN
CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT;
COMMUNITY BASED CHILD ABUSE PREVENTION; COUNTY CHILDREN'S TRUST FUND;
PROMOTING SAFE AND STABLE FAMILIES; FIRST 5 KERN; FAMILIES FIRST TRANSITION ACT; AND
CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT SERVICES FUNDS

ASSURANCE OF COMPLIANCE

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Community Action Partnership of Kern (hereinafter "CONTRACTOR")

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

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

BY ACCEPTING THIS ASSURANCE, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Contractor's Signature



MEMORANDUM

To: Budget & Finance Committee 

From: Jacquelyn Guerra, Program

Date: Manager August 17, 2022

Subject: *Agenda Item 4g*: CalEITC Contract 21T-1015 Amendment – **Action Item**

On July 28, 2022, the Volunteer Income Tax Assistance (VITA) program received notice CSD plans to issue an amendment to our current contract to include an extension to 2022-2023 grant year and increase funding to \$838,056. This will allow us to offer volunteer income tax assistance services and outreach to low-income individuals and families throughout Kern and Tulare Counties. This is an increase of \$209,514 when compared to last year. The contract period will be from July 1, 2022, through June 30, 2023.

This project enables the VITA program to extend income tax assistance services and outreach education regarding tax credits from the state of California for the underserved population in urban and non-urban areas in order to increase the capacity to file tax returns. We will continue to partner with United Way of Kern (UWKC) and Community Services and Employment Training (CSET), for the 2022-2023 grant year in order to assist with the tax preparation services and outreach education.

Grantee allocations for 2022-2023 have increased proportionally based on the funding increase in the State Budget for CalEITC+ from \$15 million to \$20 million year-over-year. CSD plans to schedule the first grantee coordination call for the 2022-2023 grant year in early September.

The project is funded as part of the state of California initiative to provide taxpayer education, and to assist low-to moderate income individuals and families with free tax preparation services and education regarding state tax credits. This program supports the federal and state efforts to help low-income individuals and families to complete their annual taxes and receive financial support. The work connects to CAPK's mission and Strategic Goal 3, advocating for the low-income community of Kern County who are often not aware of the financial benefits when they file taxes. This program is designed to provide tax education, financial assistance, and support to a targeted population in Kern and Tulare Counties.

Recommendation:

Staff recommends the Budget and Finance Committee to approve the CalEITC contract amendment and authorize the Chief Executive Officer to execute the contract once made available.

Attachment:

2022-2023 CalEITC+ Agency Allocation

Target Area	Region	Grantee	Pct Allocation	Total Appropriation: 2022/2023 \$20,000,000			Total Appropriation: 2021/2022 \$15,000,000			Additional \$ Awarded Each Contract for the 2022/2023 Term	
				CalEITC+ Allotment by Region	Proposed # of CalEITC+ Grants	CalEITC+ Contract Award	CalEITC+ Allotment by Region	Number of Grants	CalEITC+ Contract Award		
1	Statewide	United Ways of California	NA	\$2,186,667	2	\$1,093,333	United Ways of California	\$1,640,000	2	\$820,000	\$273,333
		Golden State Opportunity					Golden State Opportunity				
1	Statewide FTPA	United Ways of California	NA	\$1,093,333	1	\$1,093,333	United Ways of California	\$820,000	1	\$820,000	\$273,333
2	Los Angeles County	Koreatown Youth & Community Center	25.13%	\$3,979,864	3	\$1,326,621	Koreatown Youth & Community Center	\$2,984,898	3	\$994,966	\$331,655
	LA County Dept of Consumer & Business Affairs	LA County Dept of Consumer & Business Affairs									
	Golden State Opportunity	Golden State Opportunity									
2	Los Angeles County FTPA	CSUN The University Corp	8.38%	\$1,326,625	1	\$1,326,625	CSUN The University Corp	\$994,969	1	\$994,969	\$331,656
3	San Diego County	InfoLine of San Diego County dba 2-1-1 San Diego	8.90%	\$1,410,159	1	\$1,410,159	InfoLine of San Diego County dba 2-1-1 San Diego	\$1,057,619	1	\$1,057,619	\$352,540
4	Alameda/Santa Clara Counties	United Way Bay Area	7.45%	\$1,179,899	1	\$1,179,899	United Way Bay Area	\$884,924	1	\$884,924	\$294,975
5	Sacramento County	United Way California Capital Region	5.26%	\$833,411	1	\$833,411	United Way California Capital Region	\$625,058	1	\$625,058	\$208,353
6	Riverside County	Golden State Opportunity	7.08%	\$1,121,792	1	\$1,121,792	Golden State Opportunity	\$841,344	1	\$841,344	\$280,448
7	Orange County	Orange County United Way	7.11%	\$1,126,360	1	\$1,126,360	Orange County United Way	\$844,770	1	\$844,770	\$281,590
8	Contra Costa/Sonoma Counties	United Way Bay Area	3.78%	\$598,144	1	\$598,144	United Way Bay Area	\$448,608	1	\$448,608	\$149,536
9	San Bernardino County	Golden State Opportunity	6.41%	\$1,015,505	1	\$1,015,505	Golden State Opportunity	\$761,629	1	\$761,629	\$253,876
10	Kern/Tulare Counties	CAP of Kern County	5.29%	\$838,056	1	\$838,056	CAP of Kern County	\$628,542	1	\$628,542	\$209,514
11	Fresno County	United Way Fresno & Madera Counties	3.96%	\$627,667	1	\$627,667	United Way Fresno & Madera Counties	\$470,750	1	\$470,750	\$156,917
12	San Joaquin/Stanislaus Counties	Golden State Opportunity	4.09%	\$648,392	1	\$648,392	Golden State Opportunity	\$486,294	1	\$486,294	\$162,098
13	San Francisco/San Mateo Counties	United Way Bay Area	4.23%	\$670,041	1	\$670,041	United Way Bay Area	\$502,531	1	\$502,531	\$167,510
14	Ventura/Santa Barbara Counties	Golden State Opportunity	2.93%	\$464,087	1	\$185,635	Golden State Opportunity	\$348,064	1	\$139,226	\$46,409
	Mexican American Opportunity Foundation	Mexican American Opportunity Foundation									
15	Rural Counties	Amador-Tuolumne CAA	NA	\$880,000	2	\$440,000	Amador-Tuolumne CAA	\$660,000	2	\$330,000	\$110,000
	Golden State Opportunity	Golden State Opportunity									
TOTAL:				\$20,000,000				\$15,000,000			



BUDGET AND FINANCE COMMITTEE

AUGUST 17, 2022

FINANCIAL REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
107	EHS Expansion	X					
108	Early Head Start	X					
109	Head Start	X					
110	Early Head Start Child Care Partnership	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
451	SCVF Migrant Childcare Alternative Payment	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	<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				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>Small Business Development</u>						
456	Bank of the West				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
155	Americorps				X		
242	Youth Authority				X		
246	Realignment for Success				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
335	Gang Prevention				X		
444	Starbucks Foundation				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Census</u>						
273	County of Kern 2020 Census				X		
408	Sierra Foundation 2020 Census				X		
409	NALEO Education Foundation 2020 Census				X		
	<u>Homeless Services</u>						
275	County of Kern LBNC				X		
275-007	County of Kern LBNC - Start-up				X		

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

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
160	HUD Coordinated Entry System				X		
164	Cal Fresh				X		
164-005	Cal Fresh (SSI)				X		
186	2-1-1 Hospital Preparedness Program				X		
272	United Way - CESH				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
429	Southern CA Gas CRM Development Program				X		
430	Goodwill Industries - CA COVID-19 Call Ctr				X		
431	United Way - COVID-19 Comm Resp & Relief				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		

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

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/22	n/a				
04/30/22	n/a				
05/31/22	n/a				
06/30/22	n/a				
07/31/22	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 for \$1.5 million during January , February, July, August 2021 and will increase to \$350,000 during March - June 2021, Sept - Dec 2021. This agreement will terminate on January 15, 2022.

A varied amount decrease to better manage the cash flow need during peak months.

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

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

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/21 - 3/31/22	90 days	\$ 406.25	0.25%
04/01/22 - 6/30/22	90 days	\$ 221.16	0.25%
07/01/22 - 9/30/22	90 days		0.25%
10/01/22 - 12/31/22	90 days		0.25%

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

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF JULY 31, 2022	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(229,207.57)
HEAD START/EARLY HEAD START	733,413.24
SUBTOTAL	504,205.67
CHILD DEVELOPMENT RESERVE No. 1	4,657.70
CHILD DEVELOPMENT RESERVE No. 2	19.00
GENERAL CHILD CARE	459,586.31
MIGRANT A/P	8,805,229.82
MIGRANT CHILD CARE	101,725.01
MIGRANT SPECIALIZED SERVICES	12,752.18
SAN JOAQUIN COE GENERAL CHILD CARE	(63,356.89)
STATE PRESCHOOL	2,606,392.45
SUBTOTAL	11,927,005.58
ANTHEM BLUE CROSS FOOD BANK	0.00
CAFB FOOD ACCESS FOR FARMWORKERS INITIATIVE	1,728.00
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(104,982.52)
EF&S	103,573.50
EFAP	(295,550.73)
FEEDING AMERICA SENIOR HUNGER	(1,251.17)
FOOD BANK	(533,580.88)
FOOD BANK EXPANSION	(31,322.00)
FOOD BANK CAPACITY PROGRAM	3,653,565.93
FOOD BANK - STATE	141,115.34
KAISER	1,739.36
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	1,377,556.28
WONDERFUL FOUNDATION	41,282.24
SUBTOTAL	4,372,324.66
ENERGY	(192,853.06)
DOE WAP	31,861.27
LIHEAP	(999,065.50)
LIWHAP	(2,441.04)
PG&E	(15,720.99)
DAP (Disorggement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	1,178,219.19
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	120,994.42
211 HOSPITAL PREPAREDNESS PROGRAM	0.00
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(56.23)
CAL FRESH	(8,034.63)
CALEITC	(153,457.67)
CAPK FOUNDATION	(174,064.15)
CITY OF BKFD HOMELESS HOUSING ASST & PREV (HHAP)	0.00
COST POOLS	16,591.17
COUNTY OF KERN HOUSING FOR THE HARVEST CARES	1,125.98
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(148,412.36)
CSBG	(858.53)
CSBG CARES ACT	(79,252.05)
CSBG DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(62,063.99)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	4,183,079.89
EAST KERN FAMILY RESOURCE CENTER	26,013.96
ESG CARES ACT HOMELESS SERVICES	(823,507.95)
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(24,954.95)
ESG COORDINATED ENTRY SERVICE - COVID19	(37,994.36)
ASTHO VACCINE EQUITY	161,569.41
FIRST 5 KERN 211	(22,143.79)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(51,342.97)
FIRST 5 HELP ME GROW	(56,252.79)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(62,546.05)
FRIENDSHIP HOUSE	(8,605.40)
FUNDRAISING	275,059.44
GAAP FUND	0.00
GENERAL FUND	44,092.56
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(2,114.96)
Health Net	130,000.00
HOME VISIT INITIATIVE (CO OF KERN)	(520,574.85)
HOUSING FOR THE HARVEST STATE	(1,814.17)
HUD-COORDINATED ENTRY SYSTEM	(17,100.31)
COUNTY OF KERN - 211	(751.51)
INDIRECT FUND	(86,769.51)
IRS - VITA	(13,037.11)
TAX ASSISTANCE	53,635.92
M ST NAVIGATION CENTER	23,551.58
NEOPB CAL FRESH HEALTHY LIVING	(300,011.24)
POSITIVE YOUTH DEV SVC	(12,794.38)
POSITIVE YOUTH M	(69,031.07)
SHAFTER YOUTH CENTER	9,694.47
OASIS FAMILY RESOURCE CENTER	32,870.58
SIERRA FOUNDATION - ASTHMA MITIGATION	41,190.48
UNITED WAY 211	981.55
UW STANISLAUS CES	(4,811.11)
WELLS FARGO FOUNDATION	46,981.80
WIC	(639,432.42)
LESS: ENERGY NEGATIVE BALANCE	(1,178,219.19)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	608,472.21
TOTAL OPERATING CASH	17,414,008.12

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
 July 31, 2022

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

OPERATING ACCOUNT
 ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	07/31/22		18,338,919.59
LESS: OUTSTANDING CHECKS		924,911.47	
ADJUSTED BANK BALANCE AT	07/31/22		17,414,008.12
GENERAL LEDGER BALANCE AT	06/30/22		5,718,848.38
ADD: DEPOSITS		5,079,729.32	
US TREAS DRAWDOWNS		4,264,746.53	
FUNDS FROM OTHER GRANTS		9,626,061.53	
TRANSFERS FROM RESTRICTED ACCOUNTS		307,227.41	
ADP /HEALTH EQUITY REFUND		60.66	
REIMBURSEMENT OF ALTERED PAYEE		539.53	
		-	
		-	
		-	
LESS: CHECKS		3,455,694.65	
ADP PAYROLL 7/1/22		458.66	
ADP PAYROLL 7/15/22		1,358,821.19	
ADP PAYROLL 7/29/22		1,514,319.02	
EFTS FOR HRA/HSA/ STD/403B		92,551.13	
REC LOAN PRINCIPAL/INT EXPENSES		30,809.29	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		20,097.54	
BANK FEES		1,259.16	
ACH VOUCHERS		1,109,194.60	
GENERAL LEDGER BALANCE AT	07/31/22		17,414,008.12

DIFFERENCE: -

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 08/09/2022

APPROVED BY: *Amey Webster* TITLE: Chief Financial Officer DATE: Aug 9, 2022

Naomi Abarra

Aug 9, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	07/31/22	1,008,276.99
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	07/31/22	1,008,276.99

BALANCE PER G/L	06/30/22	994,153.31
ADD:		
DEPOSITS		0.00
INTEREST		340.97
ROUNDING ERROR		0.00
BANK ACCOUNT TRANSFER FROM GENERAL FUND		13,782.71
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	07/31/22	1,008,276.99

DIFFERENCE: 0.00

* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 08/08/22

APPROVED BY: *Tracy Webster*
Tracy Webster (Aug 8, 2022 13:34 PDT)

TITLE: Chief Financial Officer

DATE: Aug 8, 2022

Naomi Abarra

Aug 8, 2022

**COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT****

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	07/31/22	247,792.76
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	07/31/22	247,792.76

BALANCE PER G/L	06/30/22	535,905.57
ADD:		
DEPOSITS		0.00
INTEREST		144.18
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		288,256.99
BALANCE PER G/L	07/31/22	247,792.76

* 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: <u>Lili Solorio</u>	TITLE: <u>Accountant</u>	DATE: <u>08/04/22</u>
APPROVED BY: <u><i>Amy Webster</i></u>	TITLE: <u>Chief Financial Officer</u>	DATE: <u>Aug 4, 2022</u>
<u><i>Naomi Ibarra</i></u>		<u>Aug 4, 2022</u>

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

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	07/31/22	82,841.99
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE	07/31/22	82,841.99

BALANCE PER GENERAL LEDGER	06/30/22	100,112.00
ADD:		
DEPOSITS (Credit Card Donations & Shared Fee)		0.00
ONLINE DONATIONS		1,738.35
PAYPAL DEPOSIT		0.00
INTEREST		31.83
LESS:		
APPLIED MERCHANT DEBITS		0.00
CLIENT ANALYSIS SERVICE CHARGE		52.32
BANKCARD FEES		17.45
CASH CONCENTRATION FEE		0.00
FUND TRANSFER TO GENERAL FUND		18,970.42
		0.00
BALANCE PER GENERAL LEDGER:	07/31/22	82,841.99

* 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: Lili Solorio

TITLE: Accountant

DATE: 08/05/22

APPROVED BY: *Nancy Webster*

TITLE: Chief Financial Officer

DATE: Aug 5, 2022

Naomi Abana

Aug 5, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	07/31/22	11.97
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	07/31/22	11.97

BALANCE PER G/L	06/30/22	11.97
ADD:		
DEPOSITS		0.00
INTEREST		0.00
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00

BALANCE PER G/L	07/31/22	11.97
------------------------	-----------------	--------------

DIFFERENCE: (0.00)

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 08/04/22
 APPROVED BY: *Nancy Webster* TITLE: Chief Financial Officer DATE: Aug 4, 2022
Naomi Abarra DATE: Aug 4, 2022

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

BANK RECONCILIATION FOR MONTH ENDING
July 31, 2022

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	07/31/22	35,055.87
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	07/31/22	35,055.87

BALANCE PER G/L	06/30/22	35,043.97
ADD:		
DEPOSITS		0.00
INTEREST		11.90
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00

BALANCE PER G/L	07/31/22	35,055.87
------------------------	-----------------	------------------

DIFFERENCE: 0.00

PREPARED BY: <u>Lili Solorio</u>	TITLE: <u>Accountant</u>	DATE: <u>08/04/22</u>
APPROVED BY: <u><i>Macy Webster</i></u>	TITLE: <u>Chief Financial Officer</u>	DATE: <u>Aug 4, 2022</u>
<u><i>Naomi Abarra</i></u>		DATE: <u>Aug 4, 2022</u>

**COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED July 1, 2022 - July 29, 2022**

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Gloria Barbero	Administrator - EHS San Joaquin	1,677.69
Yolanda Gonzales	Director of Head Start/State Child Development Programs	753.99
Freddy Hernandez	Director of Youth and Community Services	8,898.32
Traco Matthews	Chief Program Officer	13,831.52
Lisa McGranahan	Director of Human Resources	440.44
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	123.23
Pritika Ram	Director of Administration	4,369.19
Jeremy Tobias	Chief Executive Officer	15,758.16
Emilio Wagner	Director of Operations	8,810.20
Tracy Webster	Chief Financial Officer	635.66
Rebecca Moreno	Director of Community Development	1,391.10
Susana Magana	Director of Nutrition Services	294.90
	Total	\$ 56,984.40



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/30/2022	7/4/2022	Swissotel Chicago Htl				700.89
HOTEL STAY FOR YOLANDA GONZALES WHILE SHE ATTENDED 2022 CAPLAW NATIONAL CONFERENCE IN CHICAGO, IL						
2 7/3/2022	7/4/2022	Canva* I03470-15047835				119.99
ANNUAL SUBSCRIPTION FOR EDUCATION & SUPPORT SERVICES TEAM						
3 7/8/2022	7/11/2022	Nyny - Adv Dep				-66.89
R9 FIRST 1,000 CONFERENCE CREDIT FOR NY NY HOTEL ROOM RESERVATION CANCELLATION						

Transaction Count: 3
Total: 753.99

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Freddy Hernandez	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/15/2022	7/18/2022	Mgm Grand - Front Desk				1,106.59
MGM Hotel for Lesley Chavez to attend the Latino Tax Fest in Las Vegas.						
<hr/>						
2 7/15/2022	7/18/2022	Mgm Grand - Front Desk				1,232.59
MGM Hotel for Jayshree Madeka to attend the Latino Tax Fest in Las Vegas.						
<hr/>						
3 7/15/2022	7/18/2022	Mgm Grand - Front Desk				1,106.59
MGM Hotel for Sulema Garcia to attend the Latino Tax Fest in Las Vegas.						
<hr/>						
4 7/15/2022	7/18/2022	Mgm Grand - Front Desk				1,106.59
MGM Hotel for Andrea Chavez to attend the Latino Tax Fest in Las Vegas.						
<hr/>						
5 7/15/2022	7/18/2022	Mgm Grand - Front Desk				1,196.59
MGM Hotel for Jacquelyn Guerra to attend the Latino Tax Fest in Las Vegas.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/25/2022	7/26/2022	Wipflillp				900.00
Registration for Jennifer Asuncion to attend the Wipfli OMB Uniform Guidance training in San Diego.						
7 7/25/2022	7/26/2022	Wipflillp				925.00
Registration for Jennifer Asuncion to attend the Wipfli OMB Uniform Guidance training in San Diego.						
8 7/25/2022	7/26/2022	Canva* I03492-23884782				12.95
Software required for VITA.						
9 7/25/2022	7/26/2022	Wipflillp				900.00
Registration for Wilfredo Cruz to attend the Wipfli OMB Uniform Guidance training in San Diego.						
10 7/26/2022	7/28/2022	Hilton Advpurch8002367113				655.71
Hilton hotel for Jennifer Asuncion to attend the Wipfli Uniform Guidance Energy Training in San Diego.						
11 7/27/2022	7/28/2022	Wipflillp				-900.00
Registration credit for Loretta Andrews who will not be able to attend Wipfli conference.						
12 7/27/2022	7/29/2022	Hilton Advpurch8002367113				655.71
Hilton hotel for Wilfredo Cruz to attend the Wipfli Uniform Guidance Energy Training in San Diego.						

Transaction Count: 12

Total: 8,898.32

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Traco Matthews	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-3726	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/1/2022	7/4/2022	Curb Svc Chicago				48.00
Transportation for Traco to airport during CAPLAW National Training Conference in Chicago.						
<hr/>						
2 7/1/2022	7/4/2022	American Air				30.00
Luggage charge for Traco during his flight to CAPLAW in Chicago.						
<hr/>						
3 7/11/2022	7/13/2022	Caesars Hotel & Casino				1,001.55
Caesar's hotel room for Vanessa Nevarez to attend the Wipfli Stronger to Serve Conference in Las Vegas.						
<hr/>						
4 7/19/2022	7/20/2022	Travelodge				1,064.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
5 7/19/2022	7/21/2022	Travelodge				1,064.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/19/2022	7/21/2022	Travelodge				1,064.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
7 7/19/2022	7/21/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
8 7/19/2022	7/21/2022	Travelodge				-957.60
Credit for isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
9 7/19/2022	7/21/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
10 7/19/2022	7/21/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
11 7/20/2022	7/21/2022	Lgc				169.00
Registration for Traco to attend the 13th annual California climate & energy forum in San Diego.						
<hr/>						
12 7/20/2022	7/22/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 7/20/2022	7/22/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
14 7/20/2022	7/22/2022	Travelodge				1,058.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
15 7/20/2022	7/22/2022	Travelodge				1,064.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
16 7/20/2022	7/22/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
17 7/21/2022	7/22/2022	Sheraton				416.42
Sheraton hotel for Traco to attend the 13th Annual California Climate & Energy Forum in San Diego.						
<hr/>						
18 7/21/2022	7/25/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
19 7/25/2022	7/27/2022	Travelodge				190.40
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
20 7/27/2022	7/28/2022	Lgc				-169.00
Registration credit for Traco who is getting his registration fee waived due to speaking at the conference.						
<hr/>						
21 7/28/2022	7/29/2022	Sheraton				1,124.75
Sheraton hotel for Traco Matthews to attend the Annual Climate & Energy Forum in San Diego.						
<hr/>						
						Transaction Count: 21
						Total: 13,831.52

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/10/2022	7/12/2022	Biometrics4all Inc				10.50
Relay Fees for running New Hire Fingerprints Invoice Period 6/01/2022-6/30/2022 Invoice Date 7/01/2022						
<hr/>						
2 7/15/2022	7/18/2022	Usps Po 0504680519				19.80
Two boxes of Covid tests sent to Stockton location.						
<hr/>						
3 7/21/2022	7/22/2022	Seq Sand Rosedale				319.00
Lunch for Bumping meeting that took place in the BPN board room on 7/21/2022.						
<hr/>						
4 7/22/2022	7/22/2022	Panera Bread #601790 O				91.14
Breakfast for Bumping meeting that took place in the BPN board room on 7/21/2022.						
<hr/>						

Transaction Count: 4

Total: 440.44

Employee Signature Date

Authorized Approver Signature Date



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/8/2022	7/11/2022	Nyny - Adv Dep				66.89
National CAP Conference Hotel Deposit for Staff Traveling						
2 7/16/2022	7/18/2022	Facebk Ev5xmg3fm2				35.00
Head Start Open Positions Campaign on Facebook 7/6-7/11/2022						
3 7/20/2022	7/21/2022	Facebk Urffdhbem2				21.34
Head Start Open Positions Campaign on Facebook 07/16-7/18/22						

Transaction Count: 3
Total: 123.23

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/30/2022	7/1/2022	Www.Calcapa.Org				1,497.00
CalCAPA Conference Registration for staff: Vanessa Cortez, Corinne Thompson, and Karen Vazquez						
<hr/>						
2 7/11/2022	7/12/2022	Facebk *tvdgkfxem2				35.00
Facebook Advertisement for HS/EHS Teacher Recruitment						
<hr/>						
3 7/15/2022	7/18/2022	Caesars Hotel & Casino				768.72
Hotel Fee for Savannah Maldonado - Wipfli Conference in Las Vegas, NV						
<hr/>						
4 7/19/2022	7/20/2022	Frugattis Italian Eatery				64.35
Business lunch to discuss CDFI with Valley Strong Credit Union staff. Attendees: P. Ram & T. Mathews from CAPK; D. Blaise & C. Smith from VSCU.						
<hr/>						
5 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96
Advance Hotel Payment for Staff Member Corinne Thompson - NCAP Convention in New York						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96
Advance Hotel Payment for Staff Member Karen Vazquez - NCAP Convention in New York						
<hr/>						
7 7/26/2022	7/27/2022	Cke*new Vintage Bar & Gri				62.20
CAPK Foundation Lunch Meeting to discuss Foundation Planning. Attendees: Catherine Anspach & Board Member Ariana Joven						
<hr/>						
						Transaction Count: 7
						Total: 4,369.19

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Jeremy Tobias	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 6/30/2022	7/1/2022	Www.Calcapa.Org				998.00
CalCAPA Conference Registration Fee for Board Members Ana Vigil & Yolanda Ochoa						
2 7/14/2022	7/18/2022	Shell Oil 57445309107				91.70
Gasoline for CEO's Agency Vehicle.						
3 7/20/2022	7/21/2022	Marriott Ny Marquis				1,294.61
Advance Hotel Payment for Board Member Maritza Jimenez - NCAP Convention in New York						
4 7/20/2022	7/22/2022	Travelodge				952.00
Hotel Fee for M. Street Client Steve Shawn Derek - COVID Quarantine						
5 7/20/2022	7/22/2022	Travelodge				952.00
Hotel Fee for M. Street Client Anthony Delfin Martin, Jr. - COVID Quarantine						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/20/2022	7/22/2022	Travelodge				109.60
Hotel Fee for M. Street Client Michelle Myers - COVID Quarantine						
<hr/>						
7 7/20/2022	7/22/2022	Travelodge				100.00
Hotel Fee for M. Street Client Keith Turner - COVID Quarantine						
<hr/>						
8 7/20/2022	7/22/2022	Travelodge				952.00
Hotel Fee for M. Street Client Keith Turner - COVID Quarantine						
<hr/>						
9 7/20/2022	7/22/2022	Travelodge				1,390.40
Hotel Fee for M. Street Client Sandra Melenudo - COVID Quarantine						
<hr/>						
10 7/20/2022	7/22/2022	Travelodge				100.00
Hotel Fee for M. Street Client Anthony Delfin Martin, Jr. - COVID Quarantine						
<hr/>						
11 7/20/2022	7/22/2022	Travelodge				1,064.00
Hotel Fee for M. Street Client Arthur Bell - COVID Quarantine						
<hr/>						
12 7/20/2022	7/22/2022	Travelodge				1,064.00
Hotel Fee for M. Street Client Gregory Medina - COVID Quarantine						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
13 7/20/2022	7/22/2022	Travelodge				1,059.20
Hotel Fee for M. Street Client James Ward - COVID Quarantine						
<hr/>						
14 7/20/2022	7/22/2022	Travelodge				952.00
Hotel Fee for M. Street Client Henry Holland - COVID Quarantine						
<hr/>						
15 7/20/2022	7/22/2022	Travelodge				1,086.40
Hotel Fee for M. Street Client Wanda Meyer - COVID Quarantine						
<hr/>						
16 7/20/2022	7/22/2022	Travelodge				952.00
Hotel Fee for M. Street Client Patrick Talburt - COVID Quarantine						
<hr/>						
17 7/20/2022	7/22/2022	Travelodge				952.00
Hotel Fee for M. Street Client Amber Hester - COVID Quarantine						
<hr/>						
18 7/21/2022	7/25/2022	Travelodge				-325.92
Credit for M. Street Client Wanda Meyer - COVID Quarantine						
<hr/>						
19 7/21/2022	7/25/2022	Travelodge				-744.80
Credit for M. Street Client Arthur Bell - COVID Quarantine						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
20 7/22/2022	7/26/2022	Travelodge				952.00
Hotel Fee for M. Street Client Paul Robbins - COVID Quarantine						
<hr/>						
21 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96
Advance Hotel Payment for Board Member Fred Plane - NCAP Convention in New York						
<hr/>						
22 7/23/2022	7/25/2022	Marriott Ny Marquis				970.96
Advance Hotel Payment for Board Member Pastor Jonathan Mullings - NCAP Convention in New York						
<hr/>						
23 7/26/2022	7/28/2022	Shell Oil 57445309107				97.05
Gasoline for CEO's Agency Vehicle						
<hr/>						
24 7/27/2022	7/29/2022	Travelodge				-192.00
Misc. credit from Travelodge related to recent M St. Navigation Center client stays (a credit invoice has been requested)						
<hr/>						
25 7/27/2022	7/29/2022	Travelodge				-20.00
Misc. credit from Travelodge related to recent M St. Navigation Center client stays (a credit invoice has been requested)						
<hr/>						
26 7/27/2022	7/29/2022	Travelodge				-20.00
Misc. Credit issued by Travelodge for recent M St. Navigation Center client stays. (A credit invoice has been requested)						
<hr/>						

Transaction Count: 26

Total: 15,758.16

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/1/2022	7/4/2022	Swissotel Chicago Htl				934.52
2022 CAPLAW National Training Conference Lodging June 28-30, 2022 - K Davis Chicago, IL						
2 7/7/2022	7/8/2022	Best Buy 00008565				97.41
USB-c dock for Jeremy Tobias was purchased for the immediate need to work from home due to covid safety protocols						
3 7/13/2022	7/14/2022	Opc Cros R2 Pymnt Fee				128.99
Purchase Opc Cros R2 Pymnt Fee						
4 7/13/2022	7/14/2022	California Department Of				5,608.10
California Department of Tax and Fee Administration Environmental Fee paid with CC to prevent further penalty & interest charges.						
5 7/14/2022	7/15/2022	Vosker Elite-Monthly				20.00
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 7/14/2022	7/15/2022					0.20
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						
<hr/>						
7 7/14/2022	7/15/2022	Vosker Elite-Monthly				20.00
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						
<hr/>						
8 7/14/2022	7/15/2022					0.20
Vosker Elite-Monthly - Charges and Time Lapse service Food Bank Expansion						
<hr/>						
9 7/15/2022	7/18/2022	Caesars Hotel & Casino				1,038.57
Stronger to Serve 2022 Wipfli National Training Conference Lodging July 10 - 15, 2022 R Dozier Las Vegas, NV						
<hr/>						
10 7/20/2022	7/21/2022	Microsoft#g012620693				500.23
Microsoft#g009792710- Microsoft Azure - Software Support HS						
<hr/>						
11 7/21/2022	7/22/2022	Mindbody				461.98
MindBody - Premier Basic monthly charge and subscription fee						
<hr/>						

Transaction Count: 11

Total: 8,810.20

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/21/2022	7/22/2022	Adp Enterprise Learning				482.26
		Payroll Certification Class for Ralph				
<hr/>						
2 7/27/2022	7/29/2022	Big Red Consulting				153.40
		Positive Pay file Creator Annual				
<hr/>						

Transaction Count: 2
Total: 635.66

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/19/2022	7/20/2022	Travelodge				952.00
Isolation housing for COVID-19 resident at M Street Navigation Center.						
<hr/>						
2 7/24/2022	7/26/2022	Hilton Internationals				219.55
Deposit for Hilton hotel for Wilfredo Cruz to attend the Wipfli OMB Uniform Guidance training in San Diego.						
<hr/>						
3 7/24/2022	7/26/2022	Hilton Internationals				219.55
Deposit for Hilton hotel for Jennifer Asuncion to attend the Wipfli OMB Uniform Guidance training in San Diego.						
<hr/>						

Transaction Count: 3
Total: 1,391.10

Employee Signature _____ **Date** _____

Authorized Approver Signature _____ **Date** _____



Reporting Period : 7/1/2022 - 7/29/2022

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	7/1/2022 - 7/29/2022		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/14/2022	7/15/2022	Walmart.Com Aa		_____	_____	99.90
Baby formula purchase from Walmart.						
<hr/>						
2 7/25/2022	7/26/2022	Cafb Conf 2019		_____	_____	195.00
Registration for Kelly Lowery to attend the 2022 Food Access Conference in Sacramento.						
<hr/>						

Transaction Count: 2
Total: 294.90

Employee Signature **Date**

Authorized Approver Signature **Date**

**COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (5 OF 12 MONTHS OR 41.66%)**

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	372,440	17.1%	1,811,219
Head Start Subsidy	<u>377,301</u>	<u>552,021</u>	146.3%	<u>(174,720)</u>
Total Revenue	<u><u>2,560,960</u></u>	<u><u>924,461</u></u>	36.1%	<u><u>1,636,499</u></u>
Expenditures (Note B)				
Salaries	724,671	269,342	37.2%	455,329
Benefits	200,399	81,703	40.8%	118,696
Vehicle Gasoline, Repair/Maintenance	27,000	20,612	76.3%	6,388
Space Costs	121,700	35,849	29.5%	85,851
Supplies - Office & Food Service	92,500	52,990	57.3%	39,510
Consultant Services	-	3,500	Not budgeted	(3,500)
Equipment Repair/Maintenance & Lease	35,300	17,982	50.9%	17,318
Communication	14,000	6,522	46.6%	7,478
Risk Insurance	12,700	5,984	47.1%	6,716
Printing	1,000	88	8.8%	912
Hiring & Employee Costs	100	170	169.8%	(70)
First Aid	500	-	0.0%	500
Other Misc	-	9	Not budgeted	(9)
Raw Food/Vended Meals	<u>1,015,580</u>	<u>338,875</u>	33.4%	<u>676,705</u>
Sub Total	2,245,450	833,627	37.1%	1,411,823
Adult Meals Prepared	128,794	40,963	31.8%	87,831
Indirect	<u>186,716</u>	<u>49,871</u>	26.7%	<u>136,845</u>
Total Expenditures	<u><u>2,560,960</u></u>	<u><u>924,461</u></u>	36.1%	<u><u>1,636,499</u></u>

	Prior Period	JULY 2022	Cumulative
Total Meals Prepared and Vended (Note C)	265,350	39,570	304,920
Total Meals Claimed	<u>153,684</u>	<u>16,534</u>	<u>170,218</u>
Difference	111,666	23,036	134,702

Percentage Claimed to Prepared/Vended	41.8%	55.8%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

**COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/21 - 6/30/22 (12 OF 12 MONTHS = 100.0%)**

Contract CMAP-1000	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	Total	%	% Earned to MRA	
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,149,450	\$ 1,104,604	\$ 11,770,102	84.05%	51.77%	
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -			
Net Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,149,450	\$ 1,104,604	\$ 11,770,102			
Maximum Reimbursable Amount (MRA) for Provider Payments													22,736,992			
Administration & Support Services Revenue																
Provider Payments	\$ 571,122	\$ 754,613	\$ 807,201	\$ 806,954	\$ 861,543	\$ 1,465,384	\$ 982,019	\$ 1,042,161	\$ 1,084,640	\$ 1,140,412	\$ 1,149,450	\$ 1,104,604	\$ 11,770,102			
Reimbursement Rate	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 21.2121%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 21.2121%			
Revenue Earned	\$ 121,147	\$ 160,069	\$ 171,224	\$ 171,172	\$ 182,751	\$ 310,839	\$ 261,043	\$ 277,030	\$ 288,322	\$ 303,148	\$ 305,550	\$ 293,629	\$ 2,845,925			
Program Administration/Support Services Costs	80,960	78,427	77,608	76,768	80,969	104,121	79,406	150,416	22,022	93,108	95,316	177,007	1,116,127	7.97%		
Indirect (10% x MTDC) Costs	54,332	82,483	87,367	87,551	93,430	156,129	105,321	118,093	109,501	122,178	123,252	127,001	1,266,639	7.97%		
Transfer Indirect to CSBG	-	-	-	-	(150,000)	-	-	-	-	-	-	-	(150,000)			
Total Operating Costs	\$ 135,292	\$ 160,909	\$ 164,975	\$ 164,319	\$ 24,399	\$ 260,250	\$ 184,727	\$ 268,509	\$ 131,523	\$ 215,287	\$ 218,568	\$ 304,008	2,232,766	15.95%		
Revenue Earned Over/(Under) Costs	\$ (14,145)	\$ (840)	\$ 6,249	\$ 6,853	\$ 158,352	\$ 50,589	\$ 76,316	\$ 8,522	\$ 156,799	\$ 87,861	\$ 86,982	(10,379)	613,159			
TOTAL COSTS - NET OF FAMILY FEES	\$ 706,415	\$ 915,522	\$ 972,176	\$ 971,272	\$ 885,942	\$ 1,725,634	\$ 1,166,746	\$ 1,310,670	\$ 1,216,164	\$ 1,355,699	\$ 1,368,018	\$ 1,408,611	14,002,868	100.00%		

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

Provider payments	11,770,102
Reimbursement Rate (17.5% / 82.5%)	x 21.2121%
Revenue Earned	<u>2,496,686</u>

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/22 - 6/30/23 (1 OF 12 MONTHS = 8.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-0052)														
Adjusted Days of Enrollment - Certified	3,185	-	-	-	-	-	-	-	-	-	-	-	3,185	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 164,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,192	4.46%
Maximum Reimbursable Amount (MRA)													\$3,678,194	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.61%													99.61%
Five Percent Flexibility, Maximum = 100 Percent	100.00%													100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-0126)														
Adjusted Days of Enrollment - Certified	2,336												2,336	
Reimbursement Rate per Child per Day	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	X 51.87	
Revenue Earned	\$ 121,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,179	2.67%
Maximum Reimbursable Amount (MRA)													\$4,544,694	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.41%													98.41%
Five Percent Flexibility, Maximum = 100 Percent	100.00%													100.00%
MIGRANT CHILD CARE (CMIG-0004)														
Adjusted Days of Enrollment - Certified	95												95	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 4,913	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,913	1.80%
Maximum Reimbursable Amount (MRA)													\$273,318	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%													100.00%
Five Percent Flexibility, Maximum = 100 Percent	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 2021/22 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
 STATE DEPARTMENT OF EDUCATION 2021/22 CONTRACTS - EARNED REVENUE
 SAN JOAQUIN COUNTY OFFICE OF EDUCATION
 FOR THE PERIOD 7/1/22 - 6/30/23 (1 OF 12 MONTHS = 8.3%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-1242)														
Adjusted Days of Enrollment - Certified	621												621	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 28,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,589	1.00%
Maximum Reimbursable Amount (MRA)													\$2,852,203	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%													100.00%
Five Percent Flexibility, Maximum = 100 Percent	100.00%													100.00%

1

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2021/22 Cooperative Agreement with the San Joaquin County Office of Education

Division/CFO: Tracy Webster, CFO
 Program/Work Unit: Not Applicable

Month/Year: July-2022
 Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	July-2022		Year to Date 03/1/22 -07/31/22	
	Description	Number	Amount	Amount
Bank Deposits	19	5,074,662	89	18,802,131
Wire Deposits	10	8,231,294	59	14,449,128
Head Start/IRS Drawdowns	6	4,210,598	26	17,828,723
Vendor Checks Issued	1064	4,570,791	5,054	27,305,314
Payroll Disbursed		2,873,140		14,463,136
Grant Reports Prepared	41		186	
ASTHO Vaccine Equity				
CalFresh Outreach				
CalFresh SSI				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern - 211				
County of Kern CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CMIG				
CMSS				
CSPP				
CSBG 2021				
CSBG Cares				
CSBG 2022				
DAP				
DOE 2020				
Differential Response				
ESG CARES Act Homeless				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Homeless LBNC				
Home Visit Program				
Homeless Housing Assistance & Prevention				
HUD				
LIHEAP 2020 CARES				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS CES				
WIC				

Total Division Staffing 21 positions + 2 Vacancies

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

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2022	
ASSETS	
Cash in Bank	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	4,112,623
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	949,184
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>
Total Assets	31,995,063
LIABILITES AND NET ASSETS	
Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	<u>2,588,381</u>
Total Liabilites	16,938,295
Total Net Assets	<u>15,056,768</u>
Total Liabilities and Net Assets	31,995,063

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022	
REVENUE	
Grant Revenue	79,954,392
Donations	30,565,672
Other Revenue	916,016
In-Kind	<u>206,161</u>
Total Revenue	111,642,241
EXPENDITURES	
Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,774,107
Capital Expenditures	(0)
Indirect	6,862,436
In-Kind	<u>206,161</u>
Total Expenditures	111,462,176
Net Change in Assets	180,065
Net Assets, beginning	14,876,703
Net Assets, ending	15,056,768

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF JULY 31, 2022

ASSETS

Cash in Bank	17,781,952
Cash - Vacation Reserve	1,007,936
Petty Cash	-
Accounts Receivable	(0)
Travel Advance	17,871
Prepaid Expense	754,783
Inventory	963,390
Net Fixed Assets - Unrestricted	877,529
Net Fixed Assets - Restricted	<u>16,723,660</u>

Total Assets 38,127,120

LIABILITES AND NET ASSETS

Accounts Payable	1,473,904
Accrued Expenses	408,759
Accrued Vacation	1,007,684
Line of Credit	-
Note Payable	944,769
Advance Payable	2,038,048
Deferred Revenue	<u>17,444,491</u>

Total Liabilites 23,317,656

Total Net Assets 14,809,464

Total Liabilities and Net Assets 38,127,120

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO JULY 31, 2022

REVENUE

Grant Revenue	31,409,926
Donations	173,484
Other Revenue	6,956,954
In-Kind	<u>3,554,459</u>

Total Revenue 42,094,823

EXPENDITURES

Salaries	14,181,010
Benefits	3,995,325
Travel	243,987
Space Costs	6,613,500
Supplies	1,123,174
Consultant/Contract Services	1,937,202
Other Costs	1,639,113
Program Costs	5,668,453
Capital Expenditures	610,776
Indirect	2,775,128
In-Kind	<u>3,554,459</u>

Total Expenditures 42,342,127

Net Change in Assets (247,303)

Net Assets, beginning 15,056,768

Net Assets, ending 14,809,464

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	13,052,196	25,526,046	34%
BENEFITS	11,160,531	3,689,868	7,470,663	33%
TRAVEL	721,930	223,664	498,266	31%
SPACE COST	23,506,027	6,252,442	17,253,585	27%
SUPPLIES	3,253,861	1,049,824	2,204,037	32%
EQUIPMENT	831,379	866,482	(35,103)	104%
CONSULTANT/CONTRACT SERVICES	3,798,580	1,569,861	2,228,719	41%
OTHER COSTS	3,449,253	1,371,291	2,077,962	40%
PROGRAM COSTS	11,277,182	5,377,384	5,899,798	48%
INDIRECT	7,597,038	2,792,829	4,804,209	37%
TOTAL	104,174,023	36,245,841	67,928,182	35%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	9,545,503	17,905,761	35%
BENEFITS	8,315,926	2,815,978	5,499,948	34%
TRAVEL	492,583	119,679	372,904	24%
SPACE COST	6,603,218	3,491,602	3,111,616	53%
SUPPLIES	2,644,635	751,677	1,892,958	28%
EQUIPMENT	100,000	127,853	(27,853)	128%
CONSULTANT/CONTRACT SERVICES	1,369,385	414,602	954,783	30%
OTHER COSTS	1,130,700	556,707	573,993	49%
PROGRAM COSTS	7,769,839	4,563,653	3,206,186	59%
INDIRECT	5,263,450	2,017,305	3,246,145	38%
TOTAL	61,141,000	24,404,558	36,736,442	40%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	1,332,394	2,878,597	32%
BENEFITS	1,260,035	346,768	913,267	28%
TRAVEL	91,246	21,825	69,421	24%
SPACE COST	15,209,213	2,250,474	12,958,739	15%
SUPPLIES	211,553	102,894	108,659	49%
EQUIPMENT	724,960	553,597	171,363	76%
CONSULTANT/CONTRACT SERVICES	563,961	116,968	446,993	21%
OTHER COSTS	378,585	212,338	166,247	56%
PROGRAM COSTS	1,436,167	489,228	946,939	34%
INDIRECT	765,412	243,636	521,776	32%
TOTAL	24,852,123	5,670,123	19,182,000	23%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	600,435	2,370,686	20%
BENEFITS	553,144	152,649	400,495	28%
TRAVEL	65,110	21,125	43,985	32%
SPACE COST	299,407	84,908	214,499	28%
SUPPLIES	110,076	52,867	57,209	48%
EQUIPMENT	6,419	51,295	(44,876)	799%
CONSULTANT/CONTRACT SERVICES	1,056,518	690,987	365,531	65%
OTHER COSTS	1,341,076	329,215	1,011,861	25%
PROGRAM COSTS	868,172	105,847	762,325	12%
INDIRECT	755,931	199,302	556,629	26%
TOTAL	8,026,974	2,288,629	5,738,345	29%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	1,177,223	1,653,189	42%
BENEFITS	737,565	275,489	462,076	37%
TRAVEL	27,313	16,502	10,811	60%
SPACE COST	1,206,276	329,307	876,969	27%
SUPPLIES	220,349	136,269	84,080	62%
EQUIPMENT	-	133,738	(133,738)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	303,208	464,728	39%
OTHER COSTS	491,102	247,465	243,637	50%
PROGRAM COSTS	1,105,101	170,955	934,146	15%
INDIRECT	613,244	261,379	351,865	43%
TOTAL	7,999,298	3,051,535	4,947,763	38%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	363,188	627,666	37%
BENEFITS	267,905	98,314	169,591	37%
TRAVEL	23,578	44,093	(20,515)	187%
SPACE COST	182,213	96,150	86,063	53%
SUPPLIES	52,498	6,109	46,389	12%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	5,780	1,876	3,904	32%
OTHER COSTS	51,480	16,331	35,149	32%
PROGRAM COSTS	97,903	47,700	50,203	49%
INDIRECT	170,659	63,166	107,493	37%
TOTAL	1,842,870	736,927	1,105,943	40%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 07-31-22 (41.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	33,453	90,147	27%
BENEFITS	25,956	671	25,285	3%
TRAVEL	22,100	439	21,661	2%
SPACE COST	5,700	-	5,700	0%
SUPPLIES	14,750	8	14,742	0%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	42,220	(7,220)	121%
OTHER COSTS	56,310	9,235	47,075	16%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	8,041	20,301	28%
TOTAL	311,758	94,068	217,690	30%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 07/31/22 (5 OF 12 MONTHS = 41.7%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,597,038	\$ 2,792,829	36.8%	\$ 4,804,209
Expenditures				
Salaries	4,122,037	1,550,010	37.6%	2,572,027
Benefits @ 23.6% actual	<u>927,258</u>	<u>334,555</u>	<u>36.1%</u>	<u>592,703</u>
Total Personnel Costs	5,049,295	1,884,565	37.3%	3,164,730
Operating Costs				
Travel	67,900	20,323	29.9%	47,577
Space Costs	215,700	81,706	37.9%	133,994
Supplies	252,500	73,002	28.9%	179,498
Consultant/Contract	988,000	361,255	36.6%	626,745
Other Operating Costs	<u>474,125</u>	<u>267,430</u>	<u>56.4%</u>	<u>206,695</u>
Total Operating Costs	1,998,225	803,717	40.2%	1,194,508
Total Expenditures	<u>\$ 7,047,520</u>	<u>\$ 2,688,282</u>	<u>38.1%</u>	<u>\$ 4,359,238</u>
Excess (Deficit) Indirect Revenue	<u>\$ 549,518</u>	<u>\$ 104,547</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,288,307	\$ 533,407	41.4%	\$ 754,900
Operations	2,272,794	877,606	38.6%	1,395,188
Executive	1,337,079	487,785	36.5%	849,294
Program Administration	130,000	62,787	48.3%	67,213
Finance	<u>2,019,340</u>	<u>726,697</u>	<u>36.0%</u>	<u>1,292,643</u>
	<u>\$ 7,047,520</u>	<u>\$ 2,688,282</u>	<u>38.1%</u>	<u>\$ 4,359,238</u>

Prepared Date: 08/09/2022



MEMORANDUM

To: Board of Directors

From: Rebecca Moreno, Director of Community Development

Date: August 24, 2022

Subject: *Agenda Item V(cc)*: New Service agreement: Homeless Housing Assistance and Prevention Program (HHAP2) Bakersfield Kern Regional Homeless Collaborative (BKRHC)- **Action Item**

This memo was presented at the Budget & Finance Committee Meeting on August 17, 2022. Additional attachments were added to answer some of the questions asked by committee members.

INTRODUCTION:

The State of California is providing a second round of one-time funding under the Homeless Housing, Assistance and Prevention Program (HHAP 2) to the BKRHC, City of Bakersfield, and County of Kern to address homelessness in Kern County. These funds will be available in August 2021. Based on the needs and goals identified in the HHAP 2 Gaps Analysis, the BKRHC, City, and County identified specific priority activities to be funded using the HHAP 2 funds.

In October of 2020, CAPK's CES received HHAP funding (first round), through a non-competitive award, \$78,000 with a contract term of 10/01/2020-09/30/2023 through BKRHC and \$42,000 with a contract term of 10/01/2020-09/30/2022 through the City of Bakersfield.

CAPK's PROGRAM GOALS

This non-competitive award of \$200,000 will go to the continued support of the BKRHC's Continuum of Care (CoC) Coordinated Entry System (CES) operated by CAPK. The CES is the main point of entry for the CoC's system of care.

The annual budget of \$200,000, has been designed to fund .05 of the Director of Community Development and two (2) FTE CES Housing Navigators. The term of the contract is 08/01/2022 through 07/31/2023.

This agreement aligns with CAPK's enduring mission to address critical needs in the community and Strategic Goal #3, Objective 3.1 to increase housing stability for people experiencing or at risk of homelessness.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Chief Executive Officer to execute the contract for services with BKRHC and allow for the execution for additional documents as needed.

Attachments:

Contract

Budget Fiscal Year 2022-2023

HHAP-2 Funding Recommendations

HHAP-2 Allocations

AGREEMENT NO. 2022-017

THE COMMUNITY ACTION PARTNERSHIP OF KERN SUBRECIPIENT AGREEMENT FOR HOMELESS HOUSING ASSISTANCE AND PREVENTION

THIS AGREEMENT is entered into on 08/01/2022, by and between the BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE, a California nonprofit public benefit corporation and IRS 501(c)(3) entity (BKRHC) and THE COMMUNITY ACTION PARTNERSHIP OF KERN, a California nonprofit public benefit corporation (CORPORATION).

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 Homeless Housing Assistance and Prevention program as part of AB 101(Chapter 159); and

WHEREAS, 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 housing; and

WHEREAS, the State of California has granted Homeless Housing and Prevention (HHAP2) funds to BKRHC and BKRHC desires to grant HHAP2 funds to CORPORATION to provide Coordinated Entry System services

WHEREAS, BKRHC shall not be obligated to disburse, or pay to, CORPORATION or any third party, any fund until and after BKRHC receives fund from the state government: and

WHEREAS, CORPORATION has requested assistance to continue the level of programs and activities: 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 Kern County; 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:

AGREEMENT

1. FUNDING TERMS. CORPORATION and its subcontractors must abide by all terms of the HHAP 2 State of California Standard Agreement, which is attached hereto and incorporated by reference herein as Exhibit "A" and the proposal for activities which is attached hereto and incorporated by reference herein as Exhibit "C."
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 to CORPORATION 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 eligible expenses provided as set forth in **Exhibit "B"** and in accordance with this Agreement.
 - 3.1.1. 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 TWO HUNDRED THOUSAND DOLLARS (\$200,000).
 - 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.
 - 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 may request one-time funding advance equal to 1/12 of the total amount. CORPORATION shall properly itemize, and document claims for payment to show clearly 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 August 1, 2022, and end July 31, 2023.

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 Executive Director, 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's 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):

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's Executive Director, provide 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 Executive Director, 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 BKRHC, CORPORATION 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 Executive Director, 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 Executive Director, 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. The 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 as 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.

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 standards for participation.

5.1.2.5. 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.

5.1.2.6. 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.

5.1.2.7. Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to BKRHC, 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, CORPORATION 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. CORPORATION and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CORPORATION 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. CORPORATION 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, CORPORATION, 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, CORPORATION acknowledges in accordance with Public Contract Code 7110, that:

CORPORATION 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

CORPORATION, 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. CORPORATION 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 HHAP2 program, CORPORATION, its subcontractors, and all eligible activities.

CORPORATION 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. CORPORATION 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. CORPORATION 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
1900 E Brundage Ln
Bakersfield, CA 93307

If directed to CORPORATION, addressed to:

Chief Executive Officer
The 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. 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 the CORPORATION, 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 _____ No _____.

(Please check one.)

9.13.1 Reporting Timeframe CORPORATION will submit annual reports to BKRHC, with first report due August 1, 2022, and final report due July 31, 2023

(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 COLLABORATIVE

By: _____
ANNA LAVEN
Executive Director

Date: _____

“CORPORATION”

THE COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____
Jeremy T. Tobias
Chief Executive Officer

Date: _____

EXHIBIT "A"
HHAP2 STANDARD AGREEMENT

EXHIBIT "B"

HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT PROGRAM COMMUNITY ACTION PARTNERSHIP OF KERN

Purpose of Project

The Community Action Partnership of Kern (CapK) will provide Homeless Housing Assistance and Prevention Grant eligible services (Coordinated Entry System services) to provide comprehensive information and referral services that link Kern County residents to community health and human services and support.

Description

(CapK) will use HHAP2 grant funding for the eligible activity:

1. Coordinated Entry System used to screen, assess, and prioritize homeless and at-risk persons for appropriate housing and services.
CapK will meet costs of operation and maintenance, including but not limited to such items as payment of office supplies, printing, postage, telephone, internet, insurance, water, electricity, and janitorial and maintenance costs.
The total amount of HHAP2 funds expended to meet these operation and maintenance costs shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). Operating costs are solely for use in operating costs closely associated with CapK's Coordinated Entry System.

Limitations

CORPORATION shall not use HHAP2 program funding to supplant existing funds for homeless housing, assistance, or prevention.

Time frame

All funds granted to CapK shall be completely expended within the term of the Agreement.

Data Submission Requirements and Timeline:

CORPORATION shall submit an annual report to the BKRHC on forms provided by the BKRHC, by August 1, 2022, and annually every year thereafter with a final report due July 31, 2023. If the Contractor fails to provide such documentation, The 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 the BKRHC deems appropriate or necessary:

- (1) 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.
- (2) The number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.

- (3) The type of service 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.

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 HHAP2 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” – Submitted Proposal of Activities

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 THE COMMUNITY ACTION PARTNERSHIP OF KERN CORPORATION 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 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).

“CORPORATION”
THE COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____

Jeremy Tobias
Chief Executive Officer

Date: _____

Community Action Partnership of Kern (CAPK): Coordinated Entry System (CES) 1-YEAR Budget Request
 HHAP 2

SALARIES						
5105	Personnel	FTE	RATE	TOTAL	Justification/Comments	
	Program Director	0.05	\$ 45.11	4,691	.05 FTE Program Director-administrative support grade 14	
	Housing Navigator	2.00	\$ 22.00	91,520	2 FTE- 180 vouchers/ 90 per FTE	
			\$ -	-		
	<i>Estimated increase (COLA, Merit) @ 3%</i>			2,886	Cost of Living Increase	
	<i>Total Personnel</i>	2.05		99,097		
	<i>Fringe Benefits @ 28%</i>			27,747		
	Total Personnel			126,844		x
TRAVEL						
6120	Local Staff Travel			1,000	Millage	
				-		
				-		
				1,000		
SUPPLIES						
6305	Supplies			5,000	Paper, note pads, folders, etc...(office supplies)	x
6310	Computer & Peripheral Supplies			2,500	Computers for new staff	x
6315	IT Communication Supplies			1,000	headsets and connectors	x
6320	Computer Software			2,400	five9, iCarol, Dynamics, HMIS	x
	Total Supplies			10,900		
OTHER OPERATING COSTS						
6205	Space Cost			21,073	19th St office (2644.00SF x \$7.97 square foot/year)	x
6235	Utilities			11,000	PG&E, etc.	x
6605	Communication Services			3,000	Mitel	x
6610	Postage			1,500		x
6615	Printing			500	toner/ink	
6625	Hiring Costs			1,000	New staff recruitment- \$350 pp x2	
6645	Tuition and Registration Fees - Staff			3,000	Conference registration/ HMIS	
6675	Outreach			-		
6685	Meeting Expenses			-		
6690	Membership Dues			-		
6790	Misc Expense			2,000		
	Total Other Operating Expenses			43,073		
9999	10% Indirect Cost			18,183	10% Diminus rate includes contract management, human resources, general administrative support, finance, facilities, and IT support.	
	TOTAL BUDGET			200,000		



MEETING DATE: January 21, 2021

TO: BKRHC EXECUTIVE BOARD

FROM: ANNA LAVEN, ED.D. - EXECUTIVE DIRECTOR

DATE: January 20, 2021

SUBJECT: HHAP 2

HHAP 2 WORKING GROUP RECOMMENDATION:

Approve the HHAP 2 application written with input from the members of the HHAP 2 working group, city and county staff, Gene Saint-Amand, service provider stakeholders, and individuals with lived experience. Input was gathered during several meetings, and via email. A lived experience survey was conducted to gather input from individuals currently experiencing homelessness, and BKRHC staff met with the youth action board to gain their input as well. The HHAP 2 working group conducted a gaps analysis, and this analysis describes a number of different gaps. We have prioritized the needs deemed most urgently needing to be met by this funding at this time, with a long-term planning perspective, and regional collaboration and partnership, in mind.

Case Management – Permanent Supportive Housing: We have a strong relationship with the Housing Authority of the County of Kern (HACK) who focuses on addressing homelessness as part of their mission. HACK has identified 180 annual housing vouchers that went unused last year due to the lack of case management. In addition, we have multiple by name lists whose populations would be expected to make use of permanent supportive housing as their housing solution including the chronically homeless, Veterans, COVID High Risk, and high SPDAT scorers. It is critical that we leverage all available housing resources by ensuring we have the case management to attach to these vouchers. This source of funding will provide seven case managers for three years.

Case Management – Rural: This funded activity will provide a case manager dedicated to east Kern and one to west Kern for up to three years. Rural areas of Kern County make up approximately 12% of those experiencing homelessness and a higher rate of people of color. Although a Navigation Center in Delano is scheduled to open within the next few months, not all communities experience the rates of homelessness needed to justify establishing additional navigation centers in other communities. In addition, a hotel voucher program was helpful, but did not serve all rural communities as many do not have a hotel within the community. In an effort to support a pathway to housing that would allow for the fewest number of days homeless, we seek to hire two case managers who can work through by name lists specific to rural communities and attach rental assistance and permanent supportive housing opportunities to clients.

Case Management – Shelters: With the doubling of shelter and navigation center beds in the last nine months, we have identified a need to support rental assistance and permanent supportive housing case management to quickly achieve housing placements for clients coming through shelters and navigation centers. Two new navigation centers opened and the two existing shelters each expanded shelter beds

in the last year. This funding will support four case managers for nearly two years, roughly anticipated to provide one additional case manager per shelter/nav center.

Coordinated Entry System – Point of Entry and Intake Support: The last year brought a significant increase in demand for point of entry and intake support services provided through 211 calls into the coordinated entry system. Much of the funding available to support the services will expire in early 2022. This funded activity will support continuity of services for two case managers/housing navigators from 2022 to 2024.

HMIS – In the last year, the HMIS system has grown significantly. With multiple new programs, shelter bed expansion, two new navigation centers, and another one nearly opened, several new organizations using HMIS and additional by name lists coming online, the current staffing to support our HMIS system is insufficient. These funds will provide another staff person for one year and combined with ESG funding should provide several years of additional support.

Landlord Incentives – Many providers are indicating additional challenges with housing location caused by the pandemic. As unit availability has reduced drastically, landlord incentives have become increasingly important to securing housing placement.

Service Coordination – Removing Barriers – Both providers and those with lived experience indicated a need to fund items related to document readiness and employment. These items might include fees associated with obtaining documents, applying for jobs and other small fees or fines. Cost per client is estimated not to exceed \$1,000, so funds are anticipated to serve a minimum of 30 individuals.

Rental Assistance – Move-in Costs: Both providers and those with lived experience indicated a need to fund costs for move-in. Costs per client is expected to increase from that previously approved by the HMIS Committee of \$300 per client.

Youth – Case Management: In order to continue to focus on the Youth By Name List, now at 243 individuals case management to support access to housing and maintaining housing is a critical component. This funding will support extension of case management services already supported with HHAP I funding from 2022 through 2024 and will also include salary increases.

Youth – Outreach: Because youth frequently experience homelessness or exhibit being at risk of homelessness in different ways than other populations experiencing homelessness, outreach specific to youth is an important piece to engagement and connecting with permanent housing solutions. In addition, current providers indicate that nearly half of those youth being served are African American, indicating a potential entry point into homelessness for this population. A designated outreach staff person can help to support culturally appropriate services.

Youth – Emergency Shelter: We have had strong success with a scattered site shelter model and want to expand and increase bed capacity. These funds will allow for one additional bed and continued support for up to two years beyond current funding levels.

**HHAP 2 Allocations - Draft
1/20/2021**

Available: \$ 741,328.00 \$1,543,803.00 \$ 663,533.00

Use	COC	City	County	Notes:
Administrative	\$ 51,892.96	\$ 108,066.21	\$ 46,447.31	
Case Management				
Case Management for Permanent Housing Solutions - Rural			\$ 250,000.00	2 @ \$50,000 * 2.5 years; one west and one east Kern
Case Management for Permanent Housing Solutions - PSH		\$ 800,000.00	\$ 150,000.00	7 @ \$50,000 * 3 years
Case Management for Permanent Housing Solutions - Shelter	\$ 150,000.00	\$ 200,000.00		4 @ \$50,000 * 2 years
CES - Point of Entry and Intake Support	\$ 200,000.00			2 @ \$60,000 * 2 years : from March 2022 to 2024
Infrastructure Development - HMIS	\$ 147,433.20			
Landlord Incentives		\$ 30,000.00		
New Navigation Center - Rural Shelters				
Outreach & Coordination - Outreach				
Innovative Solutions - Permanent Housing				
Prevention/Diversion				
Rapid Rehousing				
Rental Assistance				
Service Coordination - Removing Barriers		\$ 49,336.79	\$ 33,188.79	Fees, document readiness, job readiness/coordination, Open max - must be attached to a voucher or confirmed housing opportunity - will bring max back to
Rental Assistance - Move in Costs		\$ 50,000.00	\$ 40,000.00	
Innovative Solutions - Respite Care				
Youth (Required) 8%				
Youth (Additional) 12%				
Case Management - Youth		\$ 281,400.00		
Outreach			\$ 121,923.90	
Emergency Shelter	\$ 192,001.84	\$ 25,000.00	\$ 21,973.00	
Rental Assistance				
TOTAL	\$ 741,328.00	\$1,543,803.00	\$ 663,533.00	
Balance	\$ -	\$ -	\$ -	\$ -



DATE	August 18, 2022
TIME	12:00 pm
LOCATION	Teams Meeting / 5005 Business Park North Bakersfield, CA 93309
TEAMS LINK	Click here to join the meeting
PHONE NUMBER	(213) 204-2374 / ID: 749 618 587#

Audit & Pension Committee Minutes

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

1. Call to Order

Chair Mike Maggard called the meeting to order at 12:01 pm via Tele-Conference with opportunity for the public to join at the Community Action Partnership of Kern Administrative Building, located at 5005 Business Park North, Bakersfield, CA.

2. Roll Call

Roll call was taken with a quorum present.

Present: Mike Maggard (Chair), Jimmy Childress, Marian Panos

Absent: Curtis Floyd, Yolanda Ochoa

Others present: Jeremy Tobias, Chief Executive Officer; Tracy Webster, Chief Financial Officer; Lois Hannible, FHCC Program Manager; Freddy Hernandez, Director of Youth and Community Services; Rebecca Moreno, Director of Community Development; Gabrielle Alexander Director of Finance; and other CAPK staff, and Tom Ming from Pensionmark

3. Approval of Agenda

Motion was made and seconded to approve the Audit & Pension Committee Agenda. Carried by unanimous vote (Panos/Childress).

4. Public Comments

No one addressed the Committee.

5. New Business

a. Pension Plan Update: 2022 Q2 Review – Tracy Webster, Chief Executive Officer – **Info Item**

Tom Ming from Pensionmark presented the above info item and reported that on June 1, 2022, CAPK received a letter from the Department of Community Services & Development in reference to Governor Gavin Newsom's Executive Order N-6-22 regarding sanctions in response to the Russian aggression in Ukraine. The Executive Order (EO) directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing all state contractors and grantees with agreements valued at \$5 million or more, to report to their compliance with EO N-6-22. Tom Ming reported that Jeremy Tobias and Tracy Webster reached out to him to ensure that all funds within the CAPK retirement portfolios are in compliance with the EO. Pensionmark responded to the request in a letter to CAPK on July 12, 2022, from Pensionmark's Compliance team, and confirmed that all funds are compliance with the Executive Order. Jeremy Tobias added that CAPK's official response letter was returned on July 14, 2022, prior to the August 1, 2022, deadline.

Tom Ming provided the Q2 report and said there have been market adjustments and showed a snapshot of the 2nd quarter of the year. Overall, the investment scoring is good and of the 25 funds, 21 have passed, 2 are on the watch list, 1 is on review and 1 was not scored. For Q1, the plan was down 5.37% and following the 1st quarter losses, the Q2 report was down a total of 16.95%. However, since the end of Q2, the market was up by over 9% in July, so the net loss is about 10%. Tom presented a graph that demonstrated the overall growth since COVID, which is substantial. Currently, plan participants are seeing only a 9% – 10% loss, and even less in August, which is not too far off from where we were at the start of 2021. In regard to the outlook for the remainder of the year, there is hesitation in the market with increased interest rates. It is a fragile economy, and it could go either way. We could see a market selloff in the next 12-18 months, and the recommendation is to continue with the same level of diversity and stay firm.

Tom also reported that Pensionmark continues to work with CAPK staff on a monthly basis by providing group and individual educational meetings.

Mike Maggard said it is nice to see the market coming back.

- b. CSD Audit Transmittal Report (TR) 21-002 (FYE 2/28/21) – Tracy Webster, Chief Financial Officer - **Info Item**

Tracy Webster provided a summary of the above info item and reported that a desk review of an audit report submitted was conducted in accordance with the provisions of the Office of Management and Budget (OMB). Several contract files were reviewed, and the review did not discover any findings requiring corrective actions that have not already been addressed, and the audit has been closed.

- b. First 5 Kern 2-1-1 Kern Annual Administrative Review – Martha Gonzalez, 2-1-1 Program Supervisor - **Info Item**

Martha Gonzales reported that the annual administrative review was conducted for the 2-1-1 program to determine if the program has fulfilled the evaluation, fiscal and contractual program requirements outlined in the agreement. While there were noted items that were submitted late, all performance measures were met and there are no areas of concern.

Marian Panos asked about the cause of the late submittals. Martha replied that the late submittals were directly linked to staffing levels and the transition period in program leadership.

- c. First 5 Kern Help Me Grow Kern County Annual Administrative Review – Jennifer Jordan, 2-1-1 Program Administrator - **Info Item**

Jennifer Jordan provided the results of the recent Administrative Review for the Help Me Grow Kern County Program and noted that for the Performance Measure Review, the report development screenings were identified as late and there was a concern due to the height of COVID and changes in program leadership. The Fiscal Summary review indicated compliance components were met for both fiscal years. Overall, there were no recommendations made for the report period.

- d. First 5 Kern East Kern Family Resource Center Annual Administrative Review – Freddy Hernandez, Director of Youth & Community Services - **Info Item**

Freddy Hernandez reported that the performance measure progress is based on quarterly target projections set by the program coordinator. Two of the ten performance measures were not met for the center-based activities and collaborative meetings, and the Fiscal Year review indicated there are no areas of concern.

- e. First 5 Kern Oasis Family Resource Center Annual Administrative Review – Eric Le Barbé, Youth & Community Services Supervisor - ***Info Item***

Eric Le Barbé reported that eleven of the performance measures in the scope of work, six were not met. The reason for the measures not being met was that the Oasis FRC opened in May of 2021 and had only been operational for 6 weeks making it impossible to meet the goals. Currently, all goals and timelines are being met and there were no areas of concern noted in the fiscal summary.

6. Committee Member Comments

Marian Panos said she enjoyed the meeting and said she is learning a lot on this committee.

7. Next Scheduled Meeting

Audit & Pension Committee 12:00 pm
Thursday, November 17, 2022
5005 Business Park North
Bakersfield, CA 93309

8. Adjournment

The meeting was adjourned at 12:36 pm.



Audit & Pension Committee Meeting

August 18, 2022



Pensionmark Financial Group, LLC (“Pensionmark”) is an investment adviser registered under the Investment Advisers Act of 1940. Financial Advisors at Pensionmark may also be registered representatives of CapFinancial Securities, LLC (member SIPC), which is affiliated with Pensionmark through common ownership.

EXECUTIVE SUMMARY



Investment Scoring Summary

Passing	Watch	Review	Not Scored	Total
21	2	1	1	25

Investment Additions

Investment Name	Status	Morningstar Rating
Small Growth		
➕ Vanguard Explorer Adm	Passing	****

Investments on Watch

Investment Name	# of Participants	Plan Assets	% of total plan	Status	Quarters Falling Criteria	Morningstar Rating
Allocation--30% to 50% Equity						
⚠ Putnam Dynamic Asset Allocation Cnsrv Y	12	\$60,827.73	0.90%	Watch	2	***
Allocation--50% to 70% Equity						
⚠ Putnam Dynamic Asset Allocation Bal Y	27	\$87,542.59	1.29%	Watch	3	***

Investments Targeted for Review

Investment Name	# of Participants	Plan Assets	% of total plan	Status	Morningstar Rating
Small Growth					
⊗ Janus Henderson Triton T	27	\$58,683.60	0.86%	Review	****
➕ Vanguard Explorer Adm	0			Passing	****

Review : ⊗ Watch : ⚠ Addition : ➕

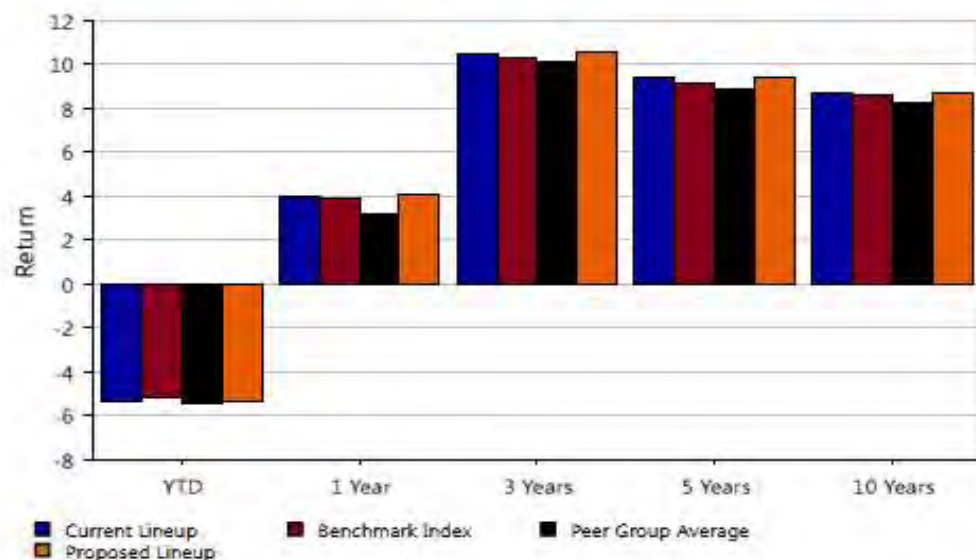
For source information, please see the "Important Disclosures" section of this report.

CAPK Q1 2022

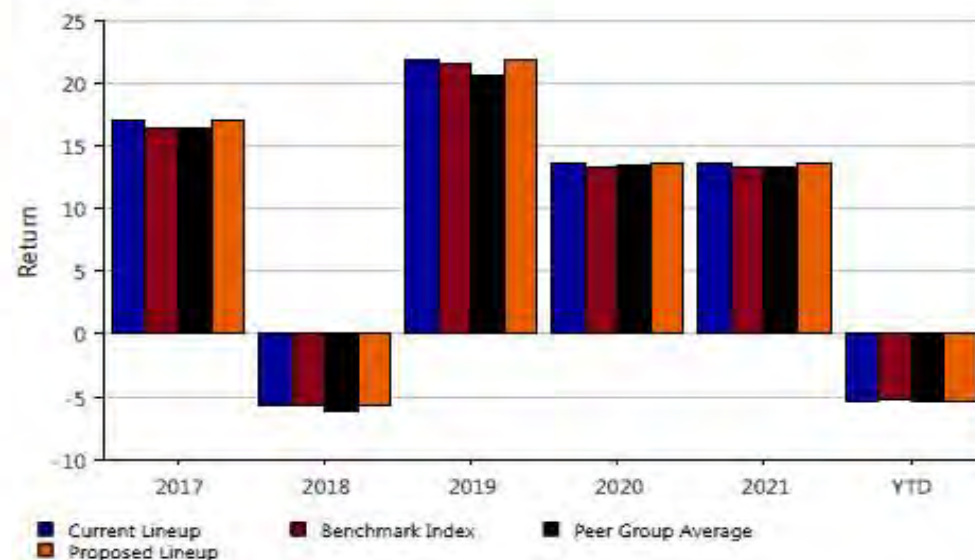
PORTFOLIO | RETURNS



Annualized Returns



Calendar Year Returns



Trailing Returns

	YTD	1 Year	3 Years	5 Years	10 Years	Net Exp.Ratio
Current Lineup	-5.37	3.99	10.48	9.39	8.70	0.20
Benchmark Index	-5.21	3.94	10.27	9.19	8.59	NA
Peer Group Average	-5.43	3.20	10.12	8.87	8.26	0.76
Proposed Lineup	-5.34	4.06	10.54	9.42	8.72	0.20

Calendar Year Returns

	2017	2018	2019	2020	2021	YTD	Net Exp.Ratio
Current Lineup	17.00	-5.73	21.94	13.59	13.56	-5.37	0.20
Benchmark Index	16.40	-5.74	21.55	13.26	13.27	-5.21	NA
Peer Group Average	16.38	-6.18	20.63	13.52	13.24	-5.43	0.76
Proposed Lineup	17.03	-5.75	21.94	13.66	13.65	-5.34	0.20

The Benchmark Index is constructed utilizing the underlying indexes of the Plan's investment options weighted in proportion to the asset allocation of the Plan. The underlying indexes are illustrated on the standardized performance pages of the report. For source information, please see the "Important Disclosures" section of this report.

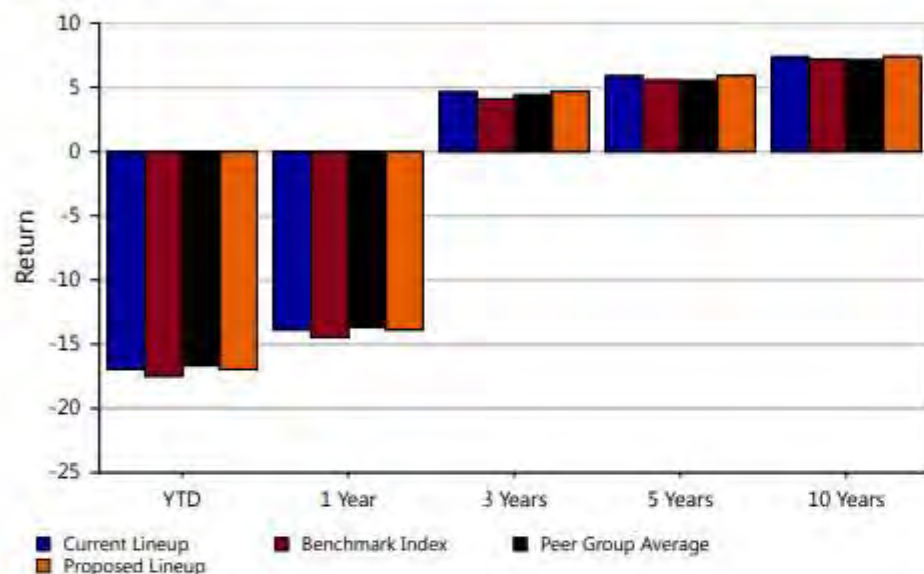
The performance data quoted represents past performance. Past performance does not guarantee future results. Investment return and principal value will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information quoted. The performance quoted reflects the reinvestment of dividends and capital gains and is net of all expenses. To obtain current month-end performance information, please contact the phone number located in the "Important Disclosures" section of this report.

CAPK Q2 2022

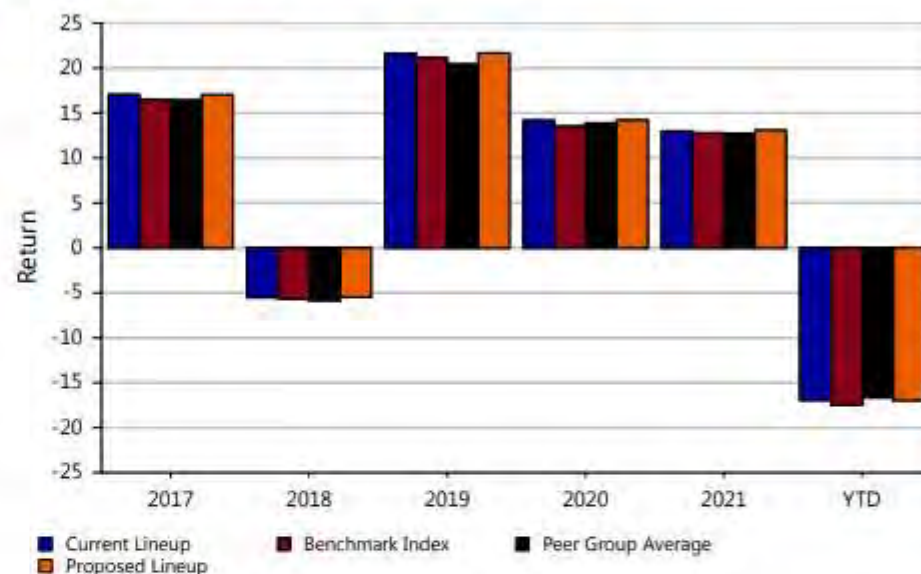
PORTFOLIO | RETURNS



Annualized Returns



Calendar Year Returns



Trailing Returns

	YTD	1 Year	3 Years	5 Years	10 Years	Net Exp.Ratio
Current Lineup	-16.95	-13.87	4.63	5.88	7.37	0.16
Benchmark Index	-17.47	-14.47	4.08	5.54	7.17	NA
Peer Group Average	-16.66	-13.69	4.41	5.51	7.11	0.73
Proposed Lineup	-16.96	-13.87	4.67	5.91	7.38	0.15

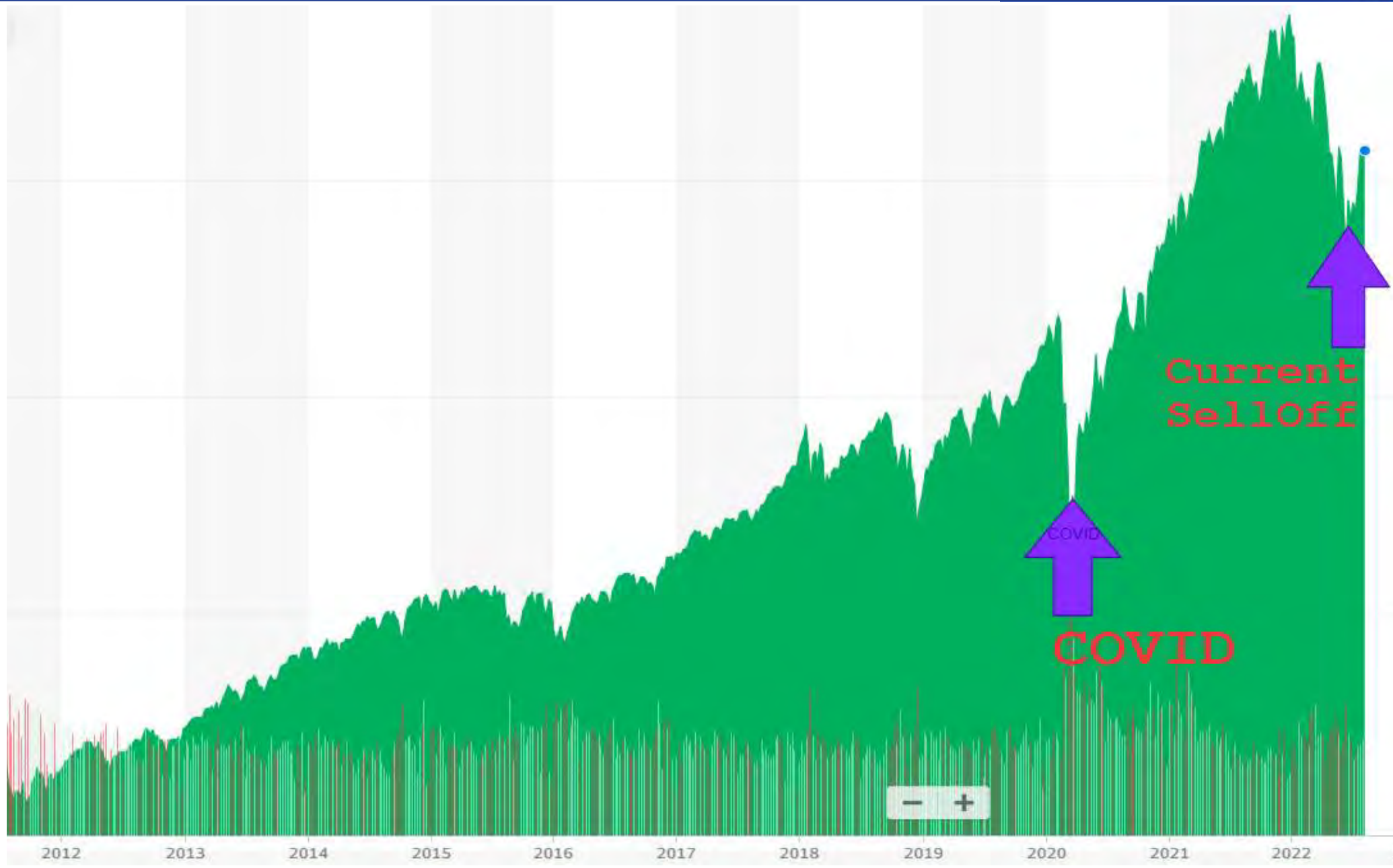
Calendar Year Returns

	2017	2018	2019	2020	2021	YTD	Net Exp.Ratio
Current Lineup	17.06	-5.52	21.65	14.18	12.99	-16.95	0.16
Benchmark Index	16.47	-5.66	21.15	13.53	12.78	-17.47	NA
Peer Group Average	16.43	-5.85	20.43	13.88	12.75	-16.66	0.73
Proposed Lineup	17.03	-5.49	21.67	14.20	13.08	-16.96	0.15

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Market Returns 10 Years & July 1st- July 31st 2022

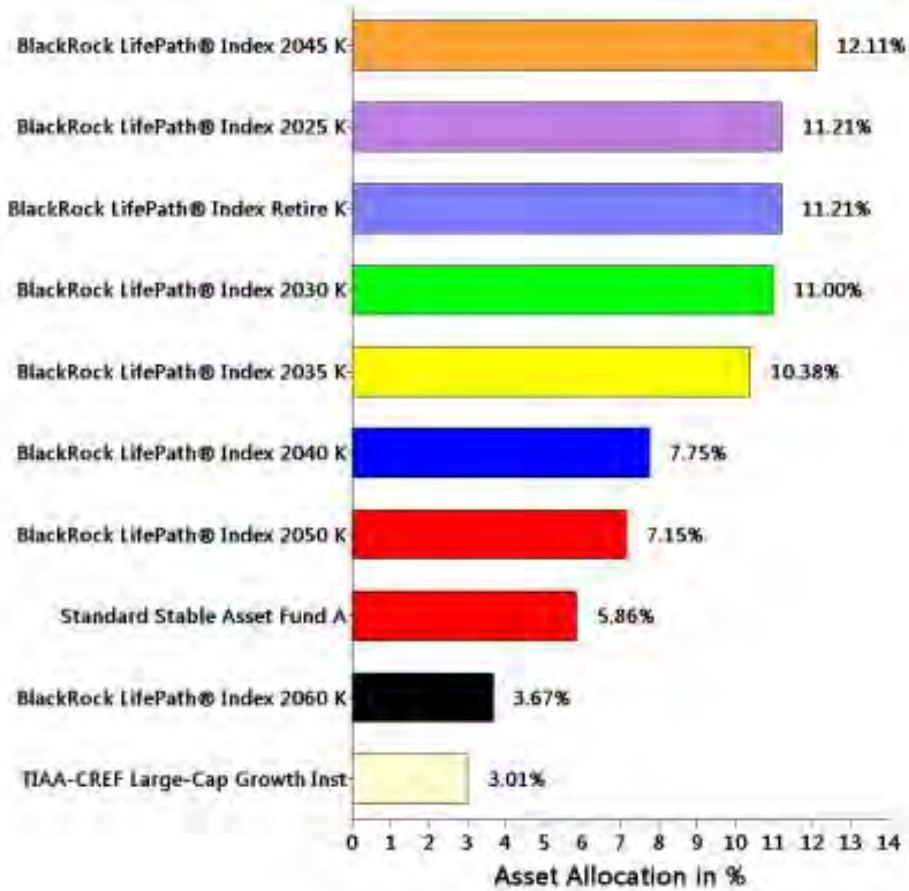


Market Returns 10 Years & July 1st- July 31st 2022

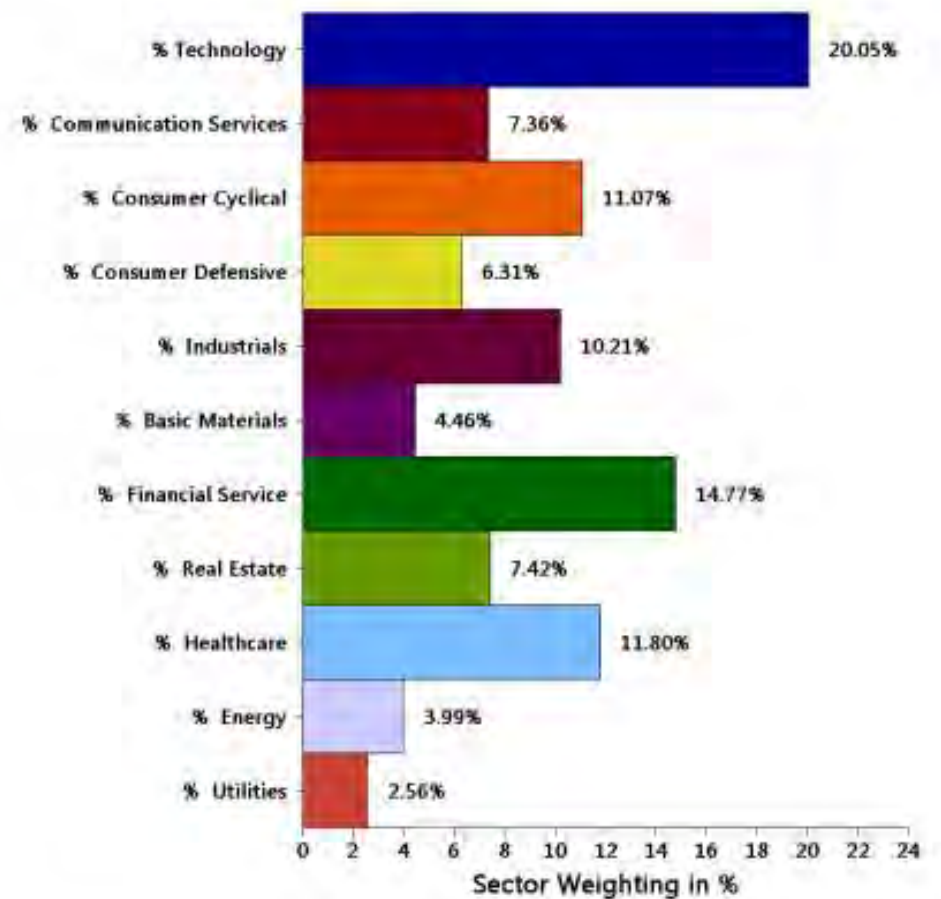


PORTFOLIO | HOLDINGS & SECTOR ALLOCATION

Top 10 Holdings



Sector Allocation

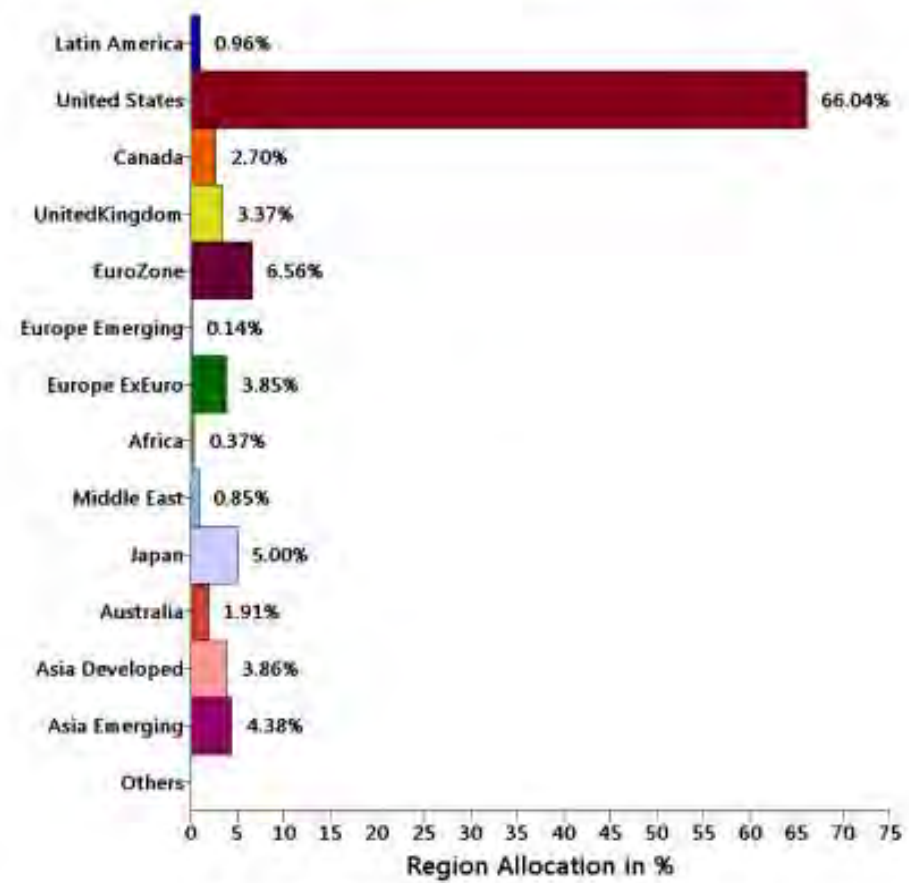


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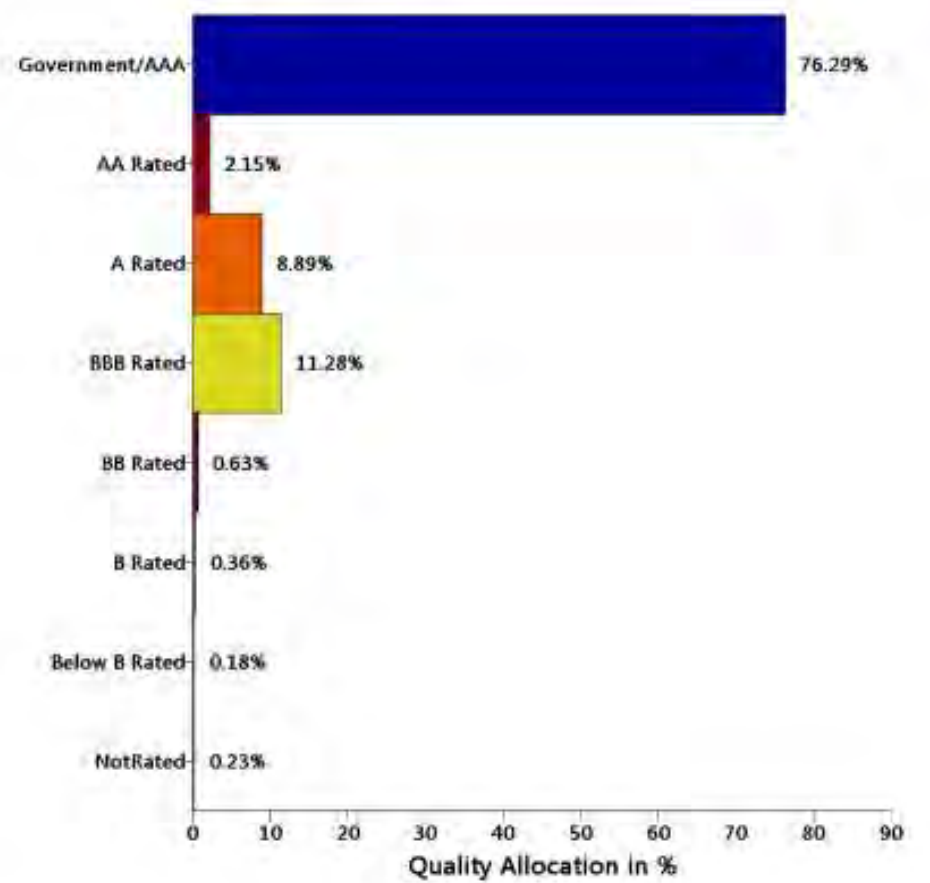
CAPK

PORTFOLIO | REGION & QUALITY ALLOCATION

Region Allocation



Quality Allocation



For source information, please see the "Important Disclosures" section of this report.

Investment Review- 100 Point Scoring

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING



Investment Name	Current Status	# of Participants	Assets	% of Plan	Q1/22	Q4/21	Q3/21	Q2/21	Q1/21	Q4/20	Q3/20
Intermediate Core Bond											
Vanguard Total Bond Market Index Adm - VBTLX	100	39	\$94,125.40	1.39%	100	92	92	92	92	100	100
Allocation--30% to 50% Equity											
▲ Putnam Dynamic Asset Allocation Cnsvr Y - PACYX	62	12	\$60,827.73	0.90%	70	68	74	75	70	77	84
Allocation--50% to 70% Equity											
▲ Putnam Dynamic Asset Allocation Bal Y - PABYX	69	27	\$87,542.59	1.29%	71	73	73	72	68	69	71
Allocation--70% to 85% Equity											
Putnam Dynamic Asset Allocation Gr Y - PAGYX	71	9	\$185,828.78	2.74%	82	80	77	79	75	77	82
Target-Date Retirement											
BlackRock LifePath® Index Retire K - LIRKX	86	44	\$761,396.91	11.21%	91	90	90	90	90	90	92
Target-Date 2025											
BlackRock LifePath® Index 2025 K - LIBKX	77	76	\$761,430.50	11.21%	80	79	79	81	82	84	91
Target-Date 2030											
BlackRock LifePath® Index 2030 K - LINKX	82	98	\$747,208.29	11.00%	81	78	77	77	78	79	86
Target-Date 2035											
BlackRock LifePath® Index 2035 K - LIKX	80	85	\$705,104.63	10.38%	85	84	79	79	79	81	86
Target-Date 2040											
BlackRock LifePath® Index 2040 K - LIKX	90	80	\$526,241.60	7.75%	97	82	82	82	82	80	84
Target-Date 2045											
BlackRock LifePath® Index 2045 K - LIHKX	88	121	\$822,587.10	12.11%	89	85	80	81	81	78	82
Target-Date 2050											
BlackRock LifePath® Index 2050 K - LIPKX	91	109	\$485,858.32	7.15%	90	87	86	85	81	80	82

Investment Review- 100 Point Scoring

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING



Investment Name	Current Status	# of Participants	Assets	% of Plan	Q1/22	Q4/21	Q3/21	Q2/21	Q1/21	Q4/20	Q3/20
Target-Date 2055											
BlackRock LifePath® Index 2055 K - LIVKX	89	84	\$192,663.42	2.84%	90	87	85	84	81	80	82
Target-Date 2060											
BlackRock LifePath® Index 2060 K - LIZKX	87	120	\$249,557.49	3.67%	88	83	80	82	79	81	81
Large Value											
MFS Value R6 - MEIKX	75	23	\$98,159.20	1.45%	78	88	90	82	85	80	90
Large Blend											
iShares S&P 500 Index K - WFSPX	100	27	\$77,751.65	1.14%	100	100	100	100	100	100	100
Large Growth											
TIAA-CREF Large-Cap Growth Inst - TILGX	71	45	\$204,629.40	3.01%	75	82	87	93	98	88	88
Mid-Cap Value											
Allspring Special Mid Cap Value Inst - WFMIX	93	9	\$3,774.70	0.06%	92	90	82	82	81	80	89
Mid-Cap Blend											
Vanguard Mid Cap Index Admiral - VIMAX	100	7	\$50,627.71	0.75%	100	100	100	100	100	100	100
Mid-Cap Growth											
MassMutual Mid Cap Growth I - MEFZX	73	41	\$112,961.68	1.66%	72	72	70	87	88	98	70
Small Value											
DFA US Targeted Value I - DFFVX	96	38	\$26,769.12	0.39%	90	92	87	85	80	80	80
Small Growth											
Janus Henderson Triton T - JATIX	66	27	\$58,683.60	0.86%	70	71	69	66	60	72	75
Vanguard Explorer Adm - VEXRX	83	0			80	66	84	83	86	80	85

Investment Review- 100 Point Scoring

INVESTMENT SCORECARD | CURRENT & HISTORICAL SCORING



Investment Name	Current Status	# of Participants	Assets	% of Plan	Q1/22	Q4/21	Q3/21	Q2/21	Q1/21	Q4/20	Q3/20
Foreign Large Blend											
Hartford International Opportunities R6 - HIOVX	84	6	\$10,259.86	0.15%	90	90	88	87	88	88	98
Diversified Emerging Mkts											
American Funds New World R6 - RNWGX	94	34	\$60,368.53	0.89%	97	97	95	95	93	98	95
Real Estate											
Principal Real Estate Securities Inst - PIREX	85	3	\$9,472.72	0.14%	80	88	90	90	85	83	94

Review : 📄 Watch : 🔔 Addition : ➕

Denotes potential addition or replacement option(s). Option(s) are subject to final approval as platforms may discontinue option availability.

For source information, please see the "Important Disclosures" section of this report. Please see further details on the scoring methodology in the "Investment Scoring Methodology" section of this report.



DAVID SCRIBNER
DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



GAVIN NEWSOM
GOVERNOR

July 7, 2022

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

Dear Mr. Tobias:

Audit Transmittal Report (TR) 21-002 (FYE 2/28/21)

The Department of Community Services and Development (CSD) has performed a desk review of an audit report submitted to this office by the Community Action Partnership of Kern, or the auditor identified below. This review is conducted in accordance with the provisions of Office of Management and Budget (OMB) Title 2, Code of Federal Regulations (CFR), Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F, Section §200.500 et seq.

Auditor: Daniells Phillips Vaughan & Bock

Audit Period: 3/1/20 – 2/28/21

Contract Numbers: 17C-4010, 18T-8012, 19B-5012, 19F-4417, 19F-4463, 19T-9011, 20B-2012, 20C-6008, 20F-3015, 20F-3654, 20U-2561, 21B-5012, and 21F-4015

Report Date: Nov. 10, 2021 **Date Received:** Dec. 6, 2021 **FAC Date:** Dec. 3, 2021

This desk review of the single audit report ensures that applicable standards have been met and determines if outstanding matters must be resolved before the audit is closed. This review is solely based on the Single Audit desk review for the fiscal year ended February 28, 2021, and is not part of any other audit or investigation. Based on our review, we have the following comments or actions required.

CONTRACT NUMBERS: 17C-4010, 18T-8012, 19B-5012, 19F-4417, and 19F-4463

The terms of these contracts were covered in the audited period. Since there were no audit findings requiring corrective action, Audit Services Unit considers these contracts closed.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (SEFA) (REPEAT)

The SEFA does not breakdown the Low-Income Home Energy Assistance Program (LIHEAP) contracts by program component. The LIHEAP contract has two components; Weatherization and ECIP/HEAP/Assurance 16. The expenditures related to these two separate programs need to be identified individually on the SEFA in the next single audit.

INTEREST INCOME

It appears that the Agency does not report its interest income expenditures on the Supplemental Statements of Revenue and Expenditures (SSREs) for contract numbers 17C-4010 and 19B-5012.

Action Required

1. In the future, please ensure the Agency reports its interest income expenditures on the SSREs.

RELATED CONCERNS

The single audit report identified two instances of noncompliance which are required to be reported in accordance with the Uniform Guidance. Although these instances don't appear to be directly related to CSD's pass-through funding; concerns exist that CSD's programs may have similar issues. CSD considers these issues closed since the agency provided planned corrective actions. However, CSD will review next year's single audit report to ensure the agency implemented the corrective actions.

CONTRACT NUMBERS: 19T-9011, 20B-2012, 20C-6008, 20F-3015, 20F-3654, 20U-2561, 21B-5012, and 21F-4015

The terms of these contracts extend beyond the audit reporting period. Please ensure these contracts are included in the next Single Agency-Wide Audit; and revenues and expenditures are identified by contract numbers, components, and Federal Catalog numbers for the Federal Funding.

Jeremy Tobias
July 7, 2022

Our review did not disclose any other findings requiring corrective actions that have not already been addressed. Therefore, the audit has been closed. If the agency has any questions or requires additional information, please reference the subject TR number. I may be contacted at (916) 570-7930 or Jeffry.Takili@csd.ca.gov.

Thank you for your dedication and commitment to serve low-income individuals and families throughout the state. I look forward to working in partnership with you to develop innovative and effective programs as well as strengthen our capacity to, not only improve the lives of those living in poverty, but to reduce poverty in California.

Sincerely,

Jeffry Takili

JEFFRY TAKILI
CSD Management Auditor
Audit Services Unit

c: Fred Plane, Chairman of the Board
Daniells Phillips Vaughan & Bock



2724 L Street
Bakersfield, CA 93301
661.328.8888
661.328.8880 fax
www.first5kern.org

May 31, 2022

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

Re: 2020.2.05 – 2-1-1 Kern County

Dear Mr. Tobias:

This letter addresses the results of an annual administrative review analysis conducted of the 2-1-1 Kern County program. The objective of the annual administrative review is to determine if the program has fulfilled the evaluation, fiscal, and contractual program requirements outlined in the agreement. The summary below captures an examination of fiscal year 2020-21 and the current progress in the fiscal year 2021-22 quarters one and two (Q1, Q2).

Program Summary

Quarterly reports were analyzed to verify the progress of performance measures, timeliness, program activities, and potential issues/challenges detailed in the program executive summary. Performance measure progress is based on quarterly target projections set by the program coordinator.

Performance Measure Review:

- Fiscal Year 2020-21:
 - All performance measure annual targets listed in the Scope of Work-Evaluation Plan were met.
- Fiscal Year 2021-22:
 - After reviewing Q1 and Q2 performance measures, there are no areas of concern.

Timeliness: The following items are tracked for timeliness throughout the fiscal year: Performance Measures, Program Executive Summary entries, and response to the Program Officer’s feedback.

- Fiscal Year 2020-21:
 - Of the 12 entries and follow-up items required, 10 were not submitted on time.
- Fiscal Year 2021-22:
 - All program entries and follow-up items were submitted on time for Q1 and Q2.

Commissioners

John Nilon
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Russell Judd
Vice Chairperson

Jennie Sill
Secretary

Brynn Carrigan
Treasurer

Supervisor David Couch

Lito Morillo

Kelly Richers

Debbie Wood

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Alternate Commissioners

Supervisor Leticia Perez

Maria Bermudez

Ana Mena, Psy.D

Amy Rutledge

Executive Director

Roland Maier



Fiscal Summary

Annual compliance components were reviewed to ensure current documentation is on file. Quarterly invoices, Fiscal Executive Summary entries, and Sustainability entries were reviewed to document reliability, accuracy and timeliness. Annual audit reports were reconciled and summarized.

Fiscal Compliance Review:

- Fiscal Year 2020-21:
 - All fiscal compliance items were met.
- Fiscal Year 2021-22:
 - All fiscal compliance items were met for Q1 and Q2.

Timeliness: The following items are tracked for timeliness throughout the fiscal year. Quarterly invoice submission, Fiscal Executive Summary entries, Sustainability entries, and the Annual Audit report.

- Fiscal Year 2020-21:
 - Of the 13 fiscal items required, 1 was not submitted on time.
 - Quarter 2: Fiscal Executive Summary (Due 1/31/21, submitted 4/30/21)
- Fiscal Year 2021-22:
 - All fiscal items were submitted on time for Q1 and Q2.

Recommendations

Fiscal Year 2020-21:

- No recommendations.

Fiscal Year 2021-22:

- No recommendations.

The reports are maintained on file and are available at your request. If you have any questions or comments regarding this correspondence, please feel free to contact your respective program or finance officer.

The pandemic has underscored the importance of understanding the needs of the families we serve. First 5 Kern appreciates the incredible dedication and innovative methods program staff have taken to assure families are supported. First 5 Kern strives to champion service delivery and success for all programs during these challenging times. Please continue to provide program updates and address challenges with the assigned First 5 Kern staff.

Sincerely,



Roland Maier
Executive Director

cc: Traco Matthews, Chief Program Officer
Jennifer Jordan, Program Administrator



2724 L Street
 Bakersfield, CA 93301
 661.328.8888
 661.328.8880 fax
 www.first5kern.org

May 31, 2022

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

Re: 2020.1.06 – Help Me Grow Kern County

Dear Mr. Tobias:

This letter addresses the results of an annual administrative review analysis conducted of the Help Me Grow Kern County program. The objective of the annual administrative review is to determine if the program has fulfilled the evaluation, fiscal, and contractual program requirements outlined in the agreement. The summary below captures an examination of fiscal year 2020-21 and the current progress in the fiscal year 2021-22 quarters one and two (Q1, Q2).

Program Summary

Quarterly reports were analyzed to verify the progress of performance measures, timeliness, program activities, and potential issues/challenges detailed in the program executive summary. Performance measure progress is based on quarterly target projections set by the program coordinator.

Performance Measure Review:

- Fiscal Year 2020-21:
 - Of the 6 performance measures listed in the Scope of Work-Evaluation Plan, 1 was not met:
 - 1.3.1. Developmental Screenings (77%)
- Fiscal Year 2021-22:
 - After reviewing Q1 and Q2, the following performance measure is an area of concern:
 - 1.3.1. Developmental Screenings (38%)

Timeliness: The following items are tracked for timeliness throughout the fiscal year: Performance Measures, Program Executive Summary entries and response to the Program Officer’s feedback.

- Fiscal Year 2020-21:
 - Of the 12 entries and follow-up items required, 10 were not submitted on time.
- Fiscal Year 2021-22:
 - All program entries and follow-up items were submitted on time for Q1 and Q2.

Commissioners

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- Lito Morillo
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Alternate Commissioners

- Supervisor Leticia Perez
- Maria Bermudez
- Ana Mena, Psy.D
- Amy Rutledge

Executive Director

Roland Maier



Fiscal Summary

Annual compliance components were reviewed to ensure current documentation is on file. Monthly invoices, Fiscal Executive Summary entries, and Sustainability entries were reviewed to document reliability, accuracy, and timeliness. Annual audit reports were reconciled and summarized.

Fiscal Compliance Review:

- Fiscal Year 2020-21:
 - All fiscal compliance items were met.
- Fiscal Year 2021-22:
 - All fiscal compliance items were met for Q1 and Q2.

Timeliness: The following items are tracked for timeliness throughout the fiscal year. Monthly invoice submission, Fiscal Executive Summary entries, Sustainability entries, and the Annual Audit report.

- Fiscal Year 2020-21:
 - Of the 13 fiscal items required, 1 was not submitted on time.
 - Quarter 2: Fiscal Executive Summary (Due 1/31/21, submitted 2/11/21)
- Fiscal Year 2021-22:
 - All fiscal items were submitted on time for Q1 and Q2.

Recommendations

Fiscal Year 2020-21:

- No recommendations.

Fiscal Year 2021-22:

- No recommendations.

The reports are maintained on file and are available at your request. If you have any questions or comments regarding this correspondence, please feel free to contact your respective program or finance officer.

The pandemic has underscored the importance of understanding the needs of the families we serve. First 5 Kern appreciates the incredible dedication and innovative methods program staff have taken to assure families are supported. First 5 Kern strives to champion service delivery and success for all programs during these challenging times. Please continue to provide program updates and address challenges with the assigned First 5 Kern staff.

Sincerely,



Roland Maier
Executive Director

cc: Traco Matthews, Chief Program Officer
Jennifer Jordan, Program Administrator



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Bakersfield, CA 93301
661.328.8888
661.328.8880 fax
www.first5kern.org

May 31, 2022

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

Re: 2020.2.06 – East Kern Family Resource Center

Dear Mr. Tobias:

This letter addresses the results of an annual administrative review analysis conducted of the East Kern Family Resource Center program. The objective of the annual administrative review is to determine if the program has fulfilled the evaluation, fiscal, and program contractual requirements outlined in the agreement. The summary below captures an examination of fiscal year 2020-21 as well as the current progress in fiscal year 2021-22 quarters one and two (Q1, Q2).

Program Summary

Quarterly reports were analyzed to verify the progress of performance measures, timeliness, program activities, and potential issues/challenges detailed in the program executive summary. Performance measure progress is based on quarterly target projections set by the program coordinator.

Performance Measure Review:

- Fiscal Year 2020-21:
 - Of the 10 performance measures listed in the Scope of Work-Evaluation Plan, 2 were not met:
 - 3.1.1. Center-Based Activities (72%)
 - 4.2.1. Collaborative Meetings (89%)
- Fiscal Year 2021-22:
 - After reviewing Q1 and Q2 performance measures, there are no areas of concern.

Timeliness: The following items are tracked for timeliness throughout the fiscal year: Performance Measures, Program Executive Summary entries, and response to the Program Officer’s feedback.

- Fiscal Year 2020-21:
 - All program entries and follow-up items were submitted on time.
- Fiscal Year 2021-22:
 - All program entries and follow-up items were submitted on time for Q1 and Q2.

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- Supervisor Leticia Perez
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- Ana Mena, Psy.D
- Amy Rutledge

Executive Director

Roland Maier



Fiscal Summary

Annual compliance components were reviewed to ensure current documentation is on file. Quarterly invoices, Fiscal Executive Summary entries, and Sustainability entries were reviewed to document reliability, accuracy, and timeliness. Annual audit reports were reconciled and summarized.

Fiscal Compliance Review:

- Fiscal Year 2020-21:
 - All fiscal compliance items were met.
- Fiscal Year 2021-22:
 - All fiscal compliance items were met for Q1 and Q2.

Timeliness: The following items are tracked for timeliness throughout the fiscal year: Quarterly invoice submission, Fiscal Executive Summary entries, Sustainability entries, and the Annual Audit report.

- Fiscal Year 2020-21:
 - All fiscal items were submitted on time.
- Fiscal Year 2021-22:
 - All fiscal items were submitted on time for Q1 and Q2.

Recommendations

Fiscal Year 2020-21:

- No recommendations.

Fiscal Year 2021-22:

- No recommendations.

The reports are maintained on file and are available at your request. If you have any questions or comments regarding this correspondence, please feel free to contact your respective program or finance officer.

The pandemic has underscored the importance of understanding the needs of the families we serve. First 5 Kern appreciates the incredible dedication and innovative methods program staff have taken to assure families are supported. First 5 Kern strives to champion service delivery and success for all programs during these challenging times. Please continue to provide program updates and address challenges with the assigned First 5 Kern staff.

Sincerely,



Roland Maier
Executive Director

cc: Freddy Hernandez, Director of Youth and Community Services
Matthew Buck, Program Supervisor

May 31, 2022

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

Re: 2020.2.18 – Oasis Family Resource Center

Dear Mr. Tobias:

This letter addresses the results of an annual administrative review analysis conducted of the Oasis Family Resource Center program. The objective of the annual administrative review is to determine if the program has fulfilled the evaluation, fiscal and program contractual requirements outlined in the agreement. The summary below captures an examination of fiscal year 2020-21 as well as the current progress in fiscal year 2021-22 quarters one and two (Q1, Q2).

Program Summary

Quarterly reports were analyzed to verify the progress of performance measures, timeliness, program activities, and potential issues/challenges detailed in the program executive summary. Performance measure progress is based on quarterly target projections set by the program coordinator.

Performance Measure Review:

- Fiscal Year 2020-21:
 - Of the 11 performance measures listed in the Scope of Work-Evaluation Plan, 6 were not met:
 - 2.1.4. Case Management [Parents/Guardians] (0%)
 - 2.1.7. Case Management [Children] (0%)
 - 2.2.1. Parent Education [Court Mandated] (0%)
 - 3.1.2. Home-Based Activities (0%)
 - 3.1.3. Summer Bridge Activities (60%)
 - 4.2.1. Collaborative Meetings (38%)
- Fiscal Year 2021-22:
 - After reviewing Q1 and Q2 performance measures, there are no areas of concern.

Timeliness: The following items are tracked for timeliness throughout the fiscal year: Performance Measures, Program Executive Summary entries, and response to the Program Officer's feedback.

- Fiscal Year 2020-21:
 - All program entries and follow-up items were submitted on time for Q3 and Q4.
- Fiscal Year 2021-22:
 - All program entries and follow-up items were submitted on time for Q1 and Q2.

Commissioners

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Amy Rutledge

Executive Director

Roland Maier

Fiscal Summary

Annual compliance components were reviewed to ensure current documentation is on file. Quarterly invoices, Fiscal Executive Summary entries, and Sustainability entries were reviewed to document reliability, accuracy and timeliness.

Fiscal Compliance Review:

- Fiscal Year 2020-21:
 - All fiscal compliance items were met for Q3 and Q4.
- Fiscal Year 2021-22:
 - All fiscal compliance items were met for Q1 and Q2.

Timeliness: The following items are tracked for timeliness throughout the fiscal year: Quarterly invoice submission, Fiscal Executive Summary entries, and Sustainability entries.

- Fiscal Year 2020-21:
 - All fiscal items were submitted on time for Q3 and Q4.
- Fiscal Year 2021-22:
 - All fiscal items were submitted on time for Q1 and Q2.

Recommendations

Fiscal Year 2020-21:

- No recommendations.

Fiscal Year 2021-22:

- No recommendations.

The reports are maintained on file and are available at your request. If you have any questions or comments regarding this correspondence, please feel free to contact your respective program or finance officer.

The pandemic has underscored the importance of understanding the needs of the families we serve. First 5 Kern appreciates the incredible dedication and innovative methods program staff have taken to assure families are supported. First 5 Kern strives to champion service delivery and success for all programs during these challenging times. Please continue to provide program updates and address challenges with the assigned First 5 Kern staff.

Sincerely,



Roland Maier
Executive Director

cc: Freddy Hernandez, Director of Youth and Community Services
Eric Le Barbe, Youth and Community Services Supervisor



MEMORANDUM

To: Board of Directors
Pritika Ram

From: Pritika Ram, Chief Business Development Officer

Date: August 24, 2022

Subject: *Agenda Item VI(a):* Board Recruitment for Category III - Private Sector – **Action Item**

At the May 25, 2022 meeting of the Board of Directors, a five (5) year term limit was approved within the agency Bylaws for all Private Sector members. At the June 29, 2022 meeting of the Board of Directors, a current list of Private Sector members was presented along with a proposed rotation schedule. Effective January 31st of each year going forward, a member of the Private Sector's term will end. The schedule was prepared based on the effective date of each member. Craig Henderson began his service as a CAPK Board Member on January 1, 2000 and will be the first Private Sector member subject to the term limit, with his term ending January 31, 2023.

Staff proposes the recruitment for the Private Sector member begin in September 2022 to allow enough time to advertise, collect applications, and schedule interviews. The exiting member is invited to re-apply for their seat and will be considered along with other applications received. An Ad-Hoc Committee, assigned by the Board Chair, will be comprised of a member from each sector, and staff. Upon the review of all applications received, and interviews of the top candidates, the Ad-Hoc Committee will make a formal recommendation to the Board at the November 30, 2022 meeting.

Recommendation:

Staff recommends approval to begin recruitment efforts in September 2022 for the Private Sector seat to be vacated on January 31, 2023, and further requests the Board Chair assign an Ad-Hoc Committee to oversee the recruitment process.



MEMORANDUM

To: Board of Directors
Tracy Webster

From: Tracy Webster, Chief Financial Officer

Date: August 24, 2022

Subject: *Agenda Item VI(b): Award of Accounting and Financial Software and Agency-Wide Budget Revision #2 - Action Item*

In July 2022, Community Action Partnership of Kern (CAPK) solicited proposals from qualified vendors to provide fund accounting software and consulting services to design and implement a plan to migrate from our current Abila MIP software.

A total of three proposals were received of which two were fully responsive. A committee was assigned to review and score the bids, consisting of Tracy Webster, Emilio Wagner, Gabrielle Alexander and Kerri Davis. The group determined that both firms submitted quality proposals, but there were additional questions, so interviews were set up to address the questions and to provide demonstrations of the software to determine if either would be suitable for our needs.

Another committee was assigned to participate in the interviews consisting of Board Chair Fred Plane, Jeremy Tobias, CEO, Tracy Webster, CFO, Emilio Wagner, Director of Operations, Gabrielle Alexander, Director of Finance, Kerri Davis, Business Manager, Ryan Dozier, Information Systems Manager, Naomi Ibarra, Accounting Administrator and Vanessa Arreguin, Business Contracts Specialist.

After thoroughly reviewing the demonstrations and the additional information provided during the interviews, it was determined that Wipfli's software, Sage Intacct would best meet the needs of the agency and provide the best overall solution for the replacement of Abila MIP software.

The acquisition and implementation of Sage Intacct aligns with strategic goal 6.3, "Enhance agency administrative and operational infrastructure."

This initiative requires the realignment of resources to accommodate the one-time expense of implementation and an increase in the maintenance cost for the agency software system. A proposed revised annual budget for 2022/23 fiscal year is being presented to amend the Indirect Budget from \$7,047,520 to \$7,285,020 for the five support divisions. The projected increase of cost represents the expected implementation costs and the increase in the annual subscription fees.

Recommendation:

Staff recommends Board approval to award Wipfli the contract to provide the fund accounting software and consulting services and authorize the Chief Executive Officer to execute the agreement and any subsequent amendments.

Staff also recommends the Board of Directors approve the revised agency-wide Budget Revision #2.

Attachments:

- (1) Request for Proposal
- (2) Vendor List
- (3) Request for Information
- (4) Proposal
- (5) Scoring
- (6) Revised Annual Budget for FY 2022/23
- (7) Detail of Budget Revision Changes for FY 2022/23

REQUEST FOR PROPOSALS (RFP)

FOR

Accounting and Financial Management Software

Request for Proposal Number: FIN 2022-001

July 13, 2022



Community Action Partnership of Kern

5005 Business Park North

Bakersfield, California 93309

661.336.5236

Proposals Due by 2:00 p.m. August 03, 2022

REQUEST FOR PROPOSALS (RFP):
Diversity and Inclusion Training
GENERAL CONDITIONS

I. PURPOSE

Community Action Partnership of Kern (CAPK) is soliciting proposals from a qualified vendor to provide a fund accounting software and consulting service to design and implement a plan to set up and migrate from Abila MIP. In addition, design and provide a training schedule for all core staff and read only staff in the operation of the software.

- A. Background:** Established in 1965, CAPK is a private, California nonprofit corporation and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. CAPK is the designated Community Action Agency of Kern County and has approximately 900 employees. It is governed by a 15-member volunteer Board of Directors. CAPK's fiscal year is March 1 through February 28/29.

CAPK is funded almost entirely from federal grants, and federal grants passed through California government agencies. CAPK has approximately 900 employees and expects to recognize gross revenues of between \$90 and \$100 million dollars for the current fiscal year from its 80-plus grant awards. The major programs CAPK operates include:

1. Head Start and Early Head Start Childcare Programs in Kern and San Joaquin Counties.
2. California State Preschool Programs.
3. Migrant Childcare Alternative Payment (MCAP) Programs in Kern, Kings, Tulare, Fresno, Madera and Merced Counties.
4. Child and Adult Care Food Programs, including operation of a Central Kitchen.
5. Low-Income Home Energy Assistance Programs (LIHEAP).
6. Low-Income Weatherization Programs (LIWP).
7. Women, Infants and Children (WIC) Programs in Kern and San Bernardino Counties.
8. Helpline 2-1-1 Programs in Kern, Kings, Merced and Tulare Counties.
9. Food Bank; and
10. Two Community Youth Centers.

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m., August 03, 2022.**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

B. Proposal Submission Instruction to Vendors: Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)

RFP No. FIN 2022-001
 ATTN: Business Services
 5005 Business Park North
 Bakersfield, CA 93309
 Or via email to: procurement@capk.org

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

Expected Timelines:

	Date(s)	Event
1	July 13, 2022	RFP Released to public
2	July 26, 2022	Due date for Vendor questions
3	July 28, 2022	Responses to Vendor questions emailed to Vendors
4	August 3, 2022, by 2:00pm	DUE DATE FOR PROPOSALS FROM VENDORS
6	August 25, 2022	Notification of Award

- C. Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP. CAPK reserves the right to waive any and all informalities or irregularities in any proposal.
- D. Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor’s possession, to those employees on the Vendor’s staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK’s authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.
- E. Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by **August 25, 2022.**
 Award will be made to the most responsible Vendor(s) whose service, experience and approach to the project are most compatible with the CAPK’s needs. CAPK will be the sole judge in making this determination.
- F. Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.
 A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

II. Software and Services Requirements

A financial management system that is cloud-based and accessible via web browser, providing the full capability of import and export functions. The system shall also be capable of connecting via API to Microsoft Dynamics.

GENERAL LEDGER

1. The chart of accounts should allow the user complete control over structure and terminology.
 - a. Current Chart of accounts contains 8 segments and 20 characters:
 - i. GL Account – 4
 - ii. Fund – 3
 - iii. Activity – 3
 - iv. Function – 3
 - v. Department – 2
 - vi. Category – 1
 - vii. Restriction – 1
 - b. It is desired that an additional segment be added to track the grant year.
 - c. CAPK is currently using Abila MIP and it is desired that historical data from the current financial system be migrated and mapping of accounts must be performed. Please describe this process.
2. The system should be consistent with Accounting Standards Board requirements and pronouncements.
3. The system should provide the user with the ability to have various views of General Ledger (examples: organization, cost center/department, and project).
4. The system should provide the user with the ability to move from a GL account to specific transactions affecting the account.
5. The system should provide the user with the ability to conduct searches, post transactions, and generate reports at all levels of the account structure by fiscal year, month, calendar year, or any user-defined date.
6. The system should support multiple fiscal years and have the ability to retain a minimum of 7 fiscal years.
7. The system should maintain active, inactive, and restricted accounts.
8. The system should include grant and project accounting periods defined separately from the fiscal year.
9. The system should support cash basis, accrual basis, year-end accrual basis, or any combination thereof.
10. The system should have bank reconciliation capability.
11. The system should provide user-defined security and transaction authorization levels including the ability to define record additions, changes, inquiry (view), and deletion.
12. The system should include an approval process for posting to the general ledger.
13. The system should include General Journal entries with standing and reoccurring Journal Entry capability and Automatic Journal Entry reversals.
14. The system should allow interactive or batch processing and an approval process.
15. The system should include a comprehensive audit trail from sub-ledgers in GL transaction detail including customer/vendor ID, check number, Invoice, P.O., and Cash Receipt number.
16. The system should include the ability to close subsets independently.

BUDGET PREPARATION

1. The system should have the ability to generate a multi-year budget.
2. The system should directly link to spreadsheet and/or word processing documents.
3. The system should have the ability to create budgets at the department level and at the organization-wide level.
4. The system should allow for multiple budgets.
5. The system should have the ability to maintain the budget history for prior years

FINANCIAL REPORTING

1. The system should have the ability to prepare all standard monthly, quarterly, year-to-date, actual to budget financial reports, and user-defined reports.
2. The system should have the ability to prepare all standard financial reports with comparisons to prior periods, such as a prior month, prior quarter, and prior year-to-date.
3. The system should have a user-friendly report writer that has the ability to access all application data in each module's database.
4. The system should allow the generation of reports to a spreadsheet application.
5. The system should include forecasting capabilities for future periods based on defined parameters and historical data.
6. The system should allow the user to drill down on reports to specific transactions affecting the account.

ACCOUNTS PAYABLE

1. The system should provide a robust security system that will allow the customization of separation of duties involved with the entering of invoices, payment of invoices, and the entering of new vendors.
2. The system should provide for ACH payments.
3. The system should allow flexible reporting and vendor history reports.
4. The system should support 1099 tracking, reporting, and printing or electronic submission.
5. The system should allow for the scanning of invoices, which should be able to be accessed via drill-down features.
6. The system should allow for multiple invoices per check.
7. The system should allow for the entry of expenditure, revenue, or balance sheet account numbers.
8. The system should allow for laser check printing.

ALLOCATION MANAGEMENT

1. The system should provide the user with the ability to maintain an independent chain of command to support reporting across funds, cost centers, object code, projects, or tasks.
2. The system should provide a flexible report writer system so that projects can be tracked accordingly.

FIXED ASSET ACCOUNTING

1. The system should integrate with the Accounts Payable and/or Purchase Order system to facilitate

- the creation of a fixed asset inventory.
2. The system should allow the user to assign fixed assets to specific funds, users, and locations.
 3. The system should allow the user to define classes of fixed assets such as property, plant, and equipment with user-defined subcategories.
 4. The system should allow the user to track acquisition methods such as procurement, donation, and disposition methods such as sale, donation, or auction.
 5. The system should have the ability for automated inventory audit and reconciliation on a periodic basis via basis utilizing advanced technology.
 6. The system should be able to generate depreciation postings and depreciation posting automation in the general ledger system.

PURCHASING

1. System should have the capability of generating requisitions and API.
2. System should have robust workflow capabilities to add multiple approvers restrictions to available code combinations and exceptions due to type of purchase. It would be ideal to minimize the number of workflows and rather create smart workflows that can re-route the requisition based on the type of purchase.
 - a. Example: Technology purchase would be routed through IT personnel for approval.
 - b. Example: Equipment purchase would be routed to fixed asset personnel for approval.
 - c. Example: Fund code exception would be routed through the appropriate accountant for approval.
3. System should be capable of adhering to expenditure level limits of approvers set by CAPK.
4. System should be capable of notating receiving items and attaching packing slips. The system should also notify accounts payable of the completed receiving process for closeout.
5. All documentation attached to a requisition should flow through to accounts payable and be merged to the API.
6. Budgets should be linked to purchasing module to provide either hard stops or warnings if the budget is to be exceeded.

GRANT MANAGEMENT & REVENUE RECOGNITION

1. System shall be able to track grants and maintain the billing requirements.
2. Centralize all grants for tracking, billing, reimbursement, reporting, and audit.
3. Must be able to interface with budgeting tools to track grant expenditures over the grant cycle.
4. Must be able to associate accounting entries with grants and flag for reimbursable costs.
5. Ability to track tasks/milestones and when the task needs to be completed associated with grants.
6. Ability to manage installment-based transactions across year-end with automated revenue recognition schedules.
7. Have the ability to select the best revenue recognition method for each revenue stream.

FUNCTIONALITY

1. Please provide a brief narrative on your product's ability to provide the functionality required for the specific needs outlined.
2. Describe the ability to enter data into the system one time to avoid duplicate entries.

3. Describe the user interface to your system (for example, Windows GUI interface).
4. Is your system real-time or batch processing? Explain if there is a combination of real-time and batch processes.
5. Various permission levels for access are required. CAPK allows access to its staff to run reports and review transactions that will require read-only access.
6. Export of data to Microsoft Excel and PDF is required. Please explain the process of export and list which reports are capable of export.
7. How is system documentation provided to your customers, and how is it updated?
8. How will you support implementation and end-user training?
9. Please list the hourly rates for your technical and support staff in the event that additional work outside the scope of this RFP is requested.
10. Describe backup procedures and how the environment is partitioned from other client data.
11. Describe the process to request backups of data.
12. A test environment is required for process mapping procedures. Please describe the ability to establish a test environment.
13. Describe your organization's accountability in the event a system failure occurs.
14. Some reports are considered high level such as a trial balance, to avoid running multiple reports it is desired to have the ability to "drill down" to the transaction level? Please describe.
15. Does your system have any limitations on the number of accounts or journal entries?
16. Please describe all practical limitations.
17. How many years of detailed information do you recommend can be stored in your system?
18. How many companies have de-converted from your system in the past five years? Why?
19. The system must support a minimum of 30 simultaneous concurrent users, 50 requisition users and 50 read-only users.
20. The system must be able to store all documentation related to a transaction from purchase requests through the accounts payable process. The system is expected to be the main repository for all supporting documentation such as, but not limited to, invoices, packing slips, contracts, and estimates.
 - a. The environment must have redundancies in place to restore all data.

IMPLEMENTATION, TRAINING, AND SUPPORT.

1. Provide minimum system requirements.
2. Does your organization provide direct support and implementation of the software or is this subcontracted?
3. Please provide a general outline of the steps your company uses to install, convert, and train new sites on your product(s).
4. As noted in the description section, our goal is to be fully implemented and converted in the calendar year 2023. Please submit a proposed timeline showing your implementation strategy for meeting this deadline.
5. Parallel testing during implementation is required. Please describe this process.
6. Please provide your organization's views to ensure the product is installed timely, staff is trained, and a long-term business relationship is formed
7. Please identify additional training opportunities provided by your organization.
8. How often is your software updated?

9. What additional information would you like us to consider regarding implementation, training, and support?

PRICING

1. This request for proposals is intended to be a part of a competitive negotiation process. The costs for providing a proposal are considered a marketing expense to be absorbed by the vendor. To be considered during the evaluation of proposals, vendors are required to submit all requested information including pricing detail by module. The price quote section must include:
2. The total price for the entire system, and the separate prices and fees for each module, system component, and/or subsystem.
3. Estimate based on:
 - a. 30 concurrent users.
 - b. 50 requisition users
 - c. 50 read-only users
4. Setup fees
5. Conversion/migration costs
6. Maintenance costs
7. Training costs
8. Total cost should include all costs related to the software, required hardware, conversion of existing data, installation, training, and final implementation.
9. Total project cost is a major factor in the decision process but not the only consideration.
10. Other decision factors are the track record of the vendor with conversions at other organizations of similar size and complexity; vendor identification and understanding of the Organization's requirements; experience and qualifications of key vendor implementation support personnel; and track record in providing quality customer support.

Modules specific to Organization's needs are listed below.

1. General Ledger
2. Allocation Management
3. Grant Management
4. Financial Reporting, Budgeting, and Forecasting
5. Accounts Payable
6. Accounts Receivable
7. Purchasing
8. Fixed Assets and Inventory Control (no current system in place)
9. Bank Reconciliation
10. Budgeting

III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

- A. Cover Letter: A one-page cover letter including vendors' contact information, email address, business address, and phone numbers.

- B. An overview that reflects the vendor’s understanding of the efforts described in this Request For Proposals and the project deliverables.
- C. A detailed explanation of how the Vendor proposes to meet the project objectives and requirements set forth above, including descriptions of the methodology that will be used and examples of the deliverables that will be produced.
- D. A work plan and project timeline, with identification of tasks to be performed and/or services to be provided by the Vendor, timeframes to complete performance of identified tasks, and anticipated key milestones.
- E. A description of completed similar projects that demonstrate the Vendor’s experience and area of expertise.
- F. A clear description of what is included in both maintenance and support for a one-year period.
- G. For hosted solution.
 - a. Clearly describe the data center specifications including verification that it resides in the contiguous lower 48 United States.
 - b. Clearly describe organizational cyber security certifications
 - c. Separate cost proposal for an on-premise solution.
 - d. Describe environmental requirements for optimal functioning of hardware and software.
- H. At least three (3) client references with appropriate contact information that the vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated.
- I. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.
- J. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- K. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

Vendor shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.
- L. **Vendor Information Sheet:** Appendix A.
- M. **W-9:** Appendix B.
- N. **Additional Terms and Conditions:** Appendix C.

IV. VENDOR REQUIREMENTS

- A. All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK’s needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

V. PROPOSAL SUBMITTAL PROCESS

- A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.
- B. All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

VI. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and other indicated factors.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states: "The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference." The selection process is designed to ensure that the Vendor's services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

- A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.
- B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

Criteria	Available Points
1. Qualifications and Experience: Consultant history and philosophy	20
2. References: Do you have experience with clients that are similar to CAPK? Please provide 3 references, including email addresses and phone numbers.	15
3. General Ledger	10
4. Budget Preparation	10
5. Financial Reporting	10
6. Accounts Payable	10
7. Allocation Management	10
8. Fixed Asset Accounting	10
9. Purchasing	10
10. Grant Management & Revenue Recognition	10
11. Functionality	10
12. Implementation, Training & Support	10
13. Fees and costs: Provide cost for all requested training. Describe what your proposed billing process will be.	15
Total	150

- C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

CAPK contemplates award of the Contract to the responsible Vendor with the highest total points awarded by CAPK's proposal evaluation team.

- D. Upon final selection, the Contract will be processed by CAPK for award of the Contract.

VII. CONDITIONS TO AWARD

- A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
- B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

VIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

VIII. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CAPK's Board of Directors or program personnel prior to selection and award of a Contract for this work.

APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

VENDOR INFORMATION SHEET

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____
Street City State Zip

Remit Address: _____
Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

CAPK Vendor #: _____ E-mail Address: _____

Federal ID # or SS#: _____ Type of Business: _____

Contractor Lic #: _____ Business Lic #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

FEDERAL TAX CLASSIFICATION:

- Individual/Sole Proprietor C Corporation S Corporation Partnership Trust/Estate
 Limited Liability Co. C = C Corp S = S Corp P = Partnership Other: _____

BUSINESS ENTITY/CLASSIFICATION:

- Board Member Employee Faith Based Fed Gov't For Profit Housing Collaborative Local Gov't
 Non-Profit Parent Post Secondary Ed Provider School District

SBA CLASSIFICATION:

It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises, Women's Business Enterprises and Veteran Business Enterprises.

- Minority-Owned Small Business Veteran-Owned Woman-Owned

Years in Business: _____ Accept Purchase Orders: Yes No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: _____
Title: _____ Date: _____

REV. 012516

APPENDIX B

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

APPENDIX C

Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

18. INSURANCE REQUIREMENTS: Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

- a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- b. Provide coverage for owned, non-owned and hired autos.
- c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Contract.
- f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A:VII, must be declared prior to execution of the Contract and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

Signature **Date**

Print Name

Company Name

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

#	Company	Contact	Address	City / State / Zip	Phone	Email	Website	Notice Sent	Notes	Confirmation
1	Wipfli LLP - Sage Intacct	George Persekian	1 N. Wacker Drive, Suite 1700	Chicago, IL 60606	312 205 0977	GPersekian@wipfli.com	https://www.wipfli.com/	07/15/22		Confirmed 7/19 via email
2	Aplos	Amanda Horiuchi	487 W Shaw Ave	Fresno, CA 93704	559 892 1579	amanda@aplos.com	https://www.aplos.com/	07/15/22		Confirmed 7/18
3	Blackbaud	Sanchita Kocker	65 Fairchild Street	Charleston, SC 29492	843 233 9849	sanchita.kocher@blackbaud.com	https://www.blackbaud.com/	07/15/22		Confirmed 7/19
4	FundCount	Derek Sweet	57 Boston Providence Highway Suite 205	Norwood, MA 02062	617 586 3365	d.sweet@fundcount.com	https://fundcount.com/	07/15/22		Confirmed 7/20
5	Serenic by Sylogist	Chris Stevenson			720 362 5150	chris.stevenson@serenic.com	https://www.serenic.com	07/15/22		Confirmed 7/20
6	Accufund Accounting Suite	Dennis				d.jacobsen@accufund.com		07/19/22		Confirmed 7/20
7	TangiCloud				8720-440-6224	Reneef@tanqicloud.com		07/19/22		Confirmed 7/20
8	Endowment Solutions	Mr. Kemper	482 Southbridge St Ste 327	Auburn, MA 01501	617-821-6363			07/19/22	No longer in business	
10	Fundcount				617-586-3365				Spoke with David -Does not see them as a good fit.	
13	ParishSOFT				734-205-1000	support@parishsoft.com			For diocese and churches	
14	DLS Financials	Deborah Short			301-452-1591	dshort@dlsfinancialservices.com			for diocese and churches	Confirmed 7/19 -Not a fit - Will not be submitting a proposal
17	Vantage Software			Arlington, TX		vantage@firstrate.com			Real estate, consulting, venture capital	Declines to bid
22	LLC fund Manager								Banking Systems - Mortgages	
28	Realm								Church Record keeping	
29	ShelbyNext Financials								Faith based nonprofits	
31	MYOB Business								Small business only -not suitable for an organization of our size	
32	Account Edge								Small business	
33	IconCMO Fund accounting								Church Record keeping	
34	MoneyMinder								for parent groups, booster clubs	



RFI Response

ID: 001

Date Sent: July 28, 2022

Project: Accounting and Financial Software
Subject: Questions Regarding RFP FIN 2022-001
Sent Via: Email
Discipline: Finance Department

Questions and Responses:

1. Regarding Appendix C: Our Attorney reviewed this and added some comments. We are unable to sign this as there's a couple insurance areas that our policy doesn't cover and there's generic endorsement language which we'll need clarification on. Can you please look at this and let me know if you have any feedback. Is it correct that if this is not signed, you will not accept our RFP?

The RFP will be accepted as long as the exceptions are noted, and the document signed with that language accepted.

To address comments: Dispute resolution will be addressed at the time of contract where both parties will agree upon method and location. Insurance endorsements. Naming Community Action Partnership of Kern as additional insured is sufficient.

2. Do you already own MS Dynamics? "They system shall also be capable of connecting via API to MS Dynamics"
 - o If so, which Dynamics product do you own?
Dynamics GP, D365 Business Central, Dynamics NAV, Dynamics CRM

We are currently using MS Dynamics Customer Services

3. What is your budget for this project?

We are electing not to disclose a budget.

4. Bank Reconciliation:
 - o Do you need ACH for both vendors and customers?
Yes
 - o Number of Bank Accounts?
6
 - o Number of Banks?
One
 - o Do you need Positive Pay?
Yes
 - o Do you need Cash Flow?
Yes

5. Can you explain what you use API for? Is this another system?

We anticipate using the API to tie financial information to our customer relations management system in MS Dynamics. We are also looking to develop workflows from applications within Dynamics to kick off requisitions.

6. Do you have multiple companies / legal entities to set up or just one legal entity?

- o If multiple, please list and explain what they do.

One legal entity.

7. Do you use Office 365?

Yes

8. Users/Licenses - Dynamics 365 sells Named licenses, not concurrent. You mentioned to quote 30 Concurrent licenses - How many Named licenses should we quote?

30 named licenses

9. Multicurrency needs? If so, which currencies?

None.

10. You are not using Inventory today, but you would like to include it in the RFP. Were there any specific requirements around inventory that we should be aware of to add in the RFP?

We will need the ability to track our Fixed Asset inventory as out lined on page 5 of the RFP. We do not anticipate needing an additional inventory system outside of fixed assets. We do not track assets that do not meet the threshold for Fixed Assets.

11. Accounts Receivable module is needed but no requirements. Can you share the requirements for AR?

- Provides for the upload of files with Electronic Fund Transfers for customer payments.
- Establishes default account distributions for each type of billing.
- Allows for the attachment of documents to transactions.
- Supports recurring billings.
- Provides for customer database with detailed customer information.
- Generates paper invoices and account statements.

12. Can you please give more detail on features needed for “cash and accrual” systems (i.e. are you running a separate cash accounting system)?

We do not run a separate cash system. We need the system to be able to recognize income and expenses when they are received in line with both the cash method (recognized when funds are received) and accrual method (when the expense occurs, or revenue is earned).

13. Surrounding API:

a. Do you have a current vendor that you are looking to keep and integrate for purchasing?

No, a new requisition system is required.

b. Are you interested in us simply detailing our API capabilities?

Yes

c. Would you like us to go ahead and quote our purchasing solution as a replacement?

Yes, purchasing is one of the requirements of the RFP

14. The timeline states a notification of award by August 25th. Are you holding any meetings with vendors in between the timeline of August 3rd – August 25th?

After the review of proposals, meetings may be held.

15. You mentioned in the RFP the ability to retain a minimum of 7 fiscal years of history. Do you anticipate migrating over 7 years of data or how much historical data (detailed or summarized) do you anticipate bringing over into the new solution?

We would prefer all 7 years.

16. Would you like us to add any options to help support your team with project management of the new solution? We would still have a PM assigned on the Wipfli team to lead the implementation, so this would be a project manager assigned to support and represent the CAP K team in the implementation process.

Yes, we will need assistance with project management.

SIGNED ACKNOWLEDGEMENT OF RFI MUST BE SUBMITTED WITH PROPOSAL

Kerri Davis, Business Manager

Acknowledgment/Receipt of RFI

Signature

Date

Community Action

Partnership of Kern RFP #FIN 2022-001

Fund Accounting Software and Consulting Services

August 3, 2022



Kerri Davis, Business Manager
Community Action Partnership of Kern
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309

Dear Kerri,

Thank you for the outstanding partnership we have had with Community Action Partnership of Kern (“CAPK”) over the years. We are excited and eager for the opportunity to help you improve your operational and financial goals and objectives. Wipfli LLP (“Wipfli”) is pleased to submit this proposal to support your plans to seek a new financial accounting system for your organization.

We are confident that our team can provide you with the service, time, information and business advice that will help you attain your goals and sustain your organization well into the future.

At Wipfli, service means taking the time to get to know our clients while anticipating and responding to their needs promptly and efficiently. Our objective is to become your most valued business partner.

We recognize that your goals are unique, and it is critical that we gain a clear understanding to help you attain the results you are striving to achieve. Many of our current clients are comparable in size and scope to CAPK. With this in mind, you will find that our experience and knowledge will enable us to relate to your specific needs.

As you review the proposed services below, please let us know what questions you may have, as a result. We truly look forward to the opportunity and are eager to be a partner in your success.

Sincerely,



George Persekian, Senior Manager
Business Development
Wipfli LLP



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Understanding Your Needs

Brief Overview

Community Action Partnership of Kern (“CAPK”) is seeking qualified vendors of fund accounting software to provide solution design and implementation, consulting services and migration of data from the current Abila MIP system. Design and provision of a training schedule for both core and read only staff is also necessary to acquaint them with system operation. The desired solution should be cloud-based and accessible via web browser with import and export function capabilities in addition to connecting via API to Microsoft Dynamics. The solution should also include grant management capabilities as CAPK is funded almost entirely by grants. There are currently approximately 900 employees, but solution estimation should be based upon 30 concurrent users, 50 requisition users and 50 read-only users.

List Goals/High-Level Objectives

- Partner with a vendor who can provide a solution with the required functionality, training and support; but who also supports CAPK’s core values.
 - Change people’s lives
 - Embody the spirit of hope
 - Improve communities
- Select a solution that allows CAPK to further their mission of addressing underlying causes of poverty, alleviate the affects, and promote dignity and self-sufficiency in the communities they serve.

Project Deliverables

Listed below are the high-level deliverables associated with this project. Each deliverable will be explained further through the course of this RFP in their respective sections.

- Wipfli’s proposed solution
- Our approach in collaboration with the CAPK team
- Key requirements met by the solution
- Proposed implementation fees and cost.

Why Sage Intacct?

Product Information

Sage Intacct: Best-in-Class Financial Management Solution

Sage Intacct is the core of our proposed solution, and we believe it will address CAPK's current financial management challenges and issues as well as future business process needs. Sage Intacct is a financial management system that was built from the ground up as an open, best-in-class system that is designed to be integrated with other best-in-class solutions. Sage Intacct partners with over 140 best-in-class providers which enables you to choose the best functionality needed to address your company-wide business management needs. Unlike traditional systems, all Sage Intacct integrations are forwards and backwards compatible, so they don't break or require expensive consultants every time a new release comes out.

Our proposed solution is a cloud solution that consists of the following:

- Sage Intacct for core financial management processes – Dashboards, Financial and Ad Hoc Reporting, General Ledger, Accounts Receivable, Cash Management, Order Management, Grant Tracking and Billing, Accounts Payable, Requisitions/Purchasing, Nonprofit Spend Management, Nonprofit Revenue Management, Dynamic Allocations
- Sage Intacct Budgeting and Planning
- Sage Intacct Marketplace Solutions – Wipfli AssetEdge for Fixed Assets and Wipfli Positive Pay

Sage Intacct is the cloud financial management company founded in 1999. Bringing cloud computing to finance and accounting, Sage Intacct's award-winning applications are the preferred financial applications for AICPA business solutions. Sage Intacct applications, in use by more than 11,000 organizations from Non-Profits to public companies, are designed to improve an organization's performance and make finance more productive. Hundreds of leading CPA firms and Value-Added Resellers offer Sage Intacct to their clients. The Sage Intacct system includes accounting, contract management, revenue management, project and fund accounting, inventory management, purchasing, vendor management, financial consolidation and financial reporting applications, all delivered over the Internet via cloud computing. Sage Intacct is headquartered in San Jose, California.

Sage's sole focus is on building amazing professional-strength financial management and accounting applications that fit into your existing business infrastructure and integrate well with the key applications you use to run your business—giving you the freedom to choose and deploy the best applications for each of your departments.

Sage Intacct for nonprofit highlights:

- Achieve anytime, anywhere access for staff and volunteers—increasing finance department productivity by 30% or more.
- Ensure control and compliance and reduce risk and cost with automated workflow and internal controls.
- Gain immediate visibility into fund usage with real-time financial and operational reporting and dashboards.
- Ensure world-class stewardship by automating grant, fund, and donor accounting.
- Streamline reporting and compliance using built-in nonprofit-specific reports and FASB and IRS compliant financial statements.
- Dramatically reduce IT costs with our cloud system.

Awards & Reviews

- [Sage Intacct Awards](#)
- CPA Technology Advisor- "Five-star Review"
- JMP Securities- "Top 100 Software Companies"
- Inc. Magazine- "Best for Replacing QuickBooks"
- SIIA CODiE Awards- "Best Financial Software Solution"
- Accounting Today- "Top 100 Products"

Proposed Application Software and Computing Environment

Sage allows your entire organization to access your financial system from anywhere, at any time of day. All you need is an Internet connection and a PC, Mac, iPad, or smart phone, and you and your staff can work from any location. Enable volunteers to enter time and expenses from anywhere, making it easier for staff to stay current with expense entry. Plus, increase donations and improve board confidence by providing online dashboards and reports for your donors and board members.

Sage Intacct financial management for nonprofits features robust, award-winning fund, grant and donor accounting, flexible budgeting and planning, and real-time reporting and dashboards. Engage both employees and volunteers in your financial processes with built-in expense management, time and billing, and purchasing management.

- Ensure world-class stewardship of donations, grants, and funds.
- Automate revenue management, billing, and collection—saving hundreds of hours of staff time every year.
- Reduce the time required to manage fund accounting by 25% or more.
- Save hours every month and eliminate errors by getting rid of spreadsheets to calculate allocations.
- Publish key performance indicators for critical financial and non-financial metrics—improving the performance of your entire organization

General Ledger

Build your business on the only best-in-class, multi-ledger financial foundation available in the cloud today to manage and grow your organization for years to come. The general ledger is the foundation of the Sage Intacct multi-ledger financial management and accounting solution, providing the underlying financial architecture that governs the performance, scalability, capability, compliance, and security of your financial management system. Sage Intacct separates the accounts receivable, accounts payable, and time and expense ledgers from the general ledger. This multi-ledger architecture enables the system to process transactions independently—without degrading the performance of your general ledger—no matter how large transaction volumes grow. Sage Intacct General Ledger accounting software supports multiple entities, multiple books for different accounting treatments, multiple currencies, and robust allocations—all optimized for real-time, high performance and maximum efficiency. Plus, you get strong audit and control capabilities, along with unlimited flexibility and capacity to evolve with your business.

Accounts Payable

Streamline vendor payments using the processes you've already developed for your business, maintain flexible payment and expense allocation functionality, and ensure stringent vendor payment and approval processes.

- Save thousands of hours by automating data entry; pre-define default vendor values such as payment terms, discounts, general ledger accounts, payment priority, and payment date.
- Automate your vendor payment process to manage and control invoice and check payment.
- Better track payments with user-defined, automated multi-level payment approvals to help manage cash and adhere to internal controls.
- Automate expense allocation with pre-defined expense allocation tables to quickly allocate bills across multiple business entities or departments
- Close your Accounts Payable ledger while maintaining day-to-day operations.
- (Optional) Integrate with American Express Payment Services for check delivery services. ([Sage Intacct Vendor Payment Services](#))

Do more than just pay the bills. Eliminate time spent on manual processes by automating billing and payment management—and take advantage of electronic invoicing and payment capabilities that go well beyond traditional accounts payable functions. Manage an unlimited number of vendors and transactions, set up customized terms for each vendor, take advantage of discount opportunities, and improve financial controls with flexible processes you can tailor to the needs of your organization.

Project/Cost Accounting

Easily track grant, fund, and donor details, reporting periods, restrictions, indirect cost rates, notes, custom fields, and much more using specially designed software for nonprofits. Monitor your organization's budget position using role-based dashboards to ensure proper fund administration and spending. Measure the effectiveness of your organization's programs and demonstrate your financial responsibility to donors, grantors, volunteers, and others.

Fixed Asset Management & Depreciation

Fixed Assets for Sage Intacct solves your fixed asset challenges and is fully integrated with Sage Intacct's Accounts Payable (AP Bills) and GL. Some of the features are:

- Track assets by location, employee and projects
- Asset Class reported by Asset Type (Tangible and Intangible)
- Auto-generation depreciation schedules
- Post depreciation by multiple methods
- Document management capability
- Maintenance of insurance policies
- Service and Inspection alerts
- Track unlimited number of Assets
- Warranty expiration alerts



*Alternate option is Wipfli's AssetEdge built on the Sage Intacct platform. Final recommended solution to be defined by scope.

Reporting

- Drive business performance and make better decisions with real-time, actionable, and tailored financial and operational information.
- Take advantage of powerful, built-in accounting and financial reporting and financial reporting and analysis capabilities to build, plan, define, and measure business metrics and performance. Provide employees and executives with the business insights and visibility they need to make better decisions and drive performance.
- Gain real time access to all your financial and operational data with reports and dashboards built directly from transaction level data—not information rolled up from outdated in spreadsheets. For example, you can see live currency rate updates throughout your entire financial reporting system immediately, as well as automated inter-entity transactions and real-time consolidations between entities. Drive business insight by combining key operational information with financial information in metrics and ratios you define.

- Tap into the built-in library of more than 150 reports, including nonprofit-specific financial management reports and FASB and IRS compliant financial statements. Easily report across multiple fiscal years and create custom reports that match your specific requirements without wasting time in Excel. Set up an unlimited number of financial statements and save them for future use. Ensure compliance with federal reporting requirements, including:
 - FAS 116: accounting for contributions
 - FAS 117: financial statements for nonprofit organizations.
 - Segregation and auditing of uses and sources of funds
 - 501(c)(3) charitable vs. non-exempt activities
 - IRS Form 990

[Sage Intacct Reporting Client Example](#)

[Wipfli On-demand Webcast: Sage Intacct Custom Report Writer](#)

Revenue by customers (in USD)

Customers	Gross Profit Year Ending 12/31/2013		Gross Profit Year Ending 12/31/2014	
	Actual	Actual	Actual	Period Diff
Accu-Crete Inc	0.00	995.00	995.00	↑
American Family Life Assurance Co	0.00	400.00	400.00	↑
Applied Materials, Inc.	0.00	1,990.00	1,990.00	↑
Applied Software Systems	1,800.00	0.00	(1,800.00)	↓
ASAP Software	0.00	6.00	6.00	↑
Barclays	800.00	0.00	(800.00)	↓
BDM Consulting	0.00	2,900.00	2,900.00	↑
Business Consulting Group	0.00	500.00	500.00	↑
Debix, Inc.	800.00	0.00	(800.00)	↓
Enkata, Inc	995.00	0.00	(995.00)	↓
Google UK	2,215.60	0.00	(2,215.60)	↓
Kaltura	200.00	0.00	(200.00)	↓
微软中国	600.00	0.00	(600.00)	↓
Mediterráneo Ristorante Gourmet	1,724.26	0.00	(1,724.26)	↓
Google Malaysia	0.00	305.30	305.30	↑
Total Customers	9,134.86	7,096.30	(2,038.56)	↓

Annotations on the right side of the table:

- Color Scale: Points to the background color of the revenue cells, which varies from light green to light blue.
- Conditional Highlighting: Points to the red and green arrows in the 'Period Diff' column.
- Trend Indicator: Points to the red and green arrows in the 'Period Diff' column.



Accounts Receivable

- Efficiently collect and process payments—cash, checks, credit cards, and banking transfers.
- Quickly set up and generate recurring invoices.
- Create and print or email invoices.
- Effectively manage cash collection and key customers.
- Receive and apply regular and advance payments, apply penalties and adjust accounts, make deposits, and deliver statements.
- Automate data entry by defaulting customer terms, general ledger accounts, billing, and shipping address information.
- Gain real-time visibility into customer financial information and cash analysis.

Efficiently automate the customer invoicing and bill payment process to easily manage customer payments and bank deposits with Sage Intacct cloud-based accounts receivable management software. Integrate Sage Intacct Accounts Receivable with Sage Intacct Order Management and Sage Intacct General Ledger for real-time posting of all transactions on a cash or accrual basis, ensuring financially consistent views across the business.

Budgeting and Forecasting

Sage Intacct software for nonprofits makes it easy to review budgeted amounts, dollars spent, committed funds, and available budget. Quickly produce comparative statements for your management staff and board of directors showing the budget-to-actual position for your programs, grants, departments, and other cost centers. Easily estimate future periods and calculate forecasted financial positions, including "what-if" scenarios for better decision making.

Grant Administration

Easily track grant, fund, and donor details, reporting periods, restrictions, indirect cost rates, notes, custom fields, and much more using specially designed software for nonprofits. Monitor your organization's budget position using role-based dashboards to ensure proper fund administration and spending. Measure the effectiveness of your organization's programs and demonstrate your financial responsibility to donors, grantors, volunteers, and others.

Purchasing

Gain visibility and control into your procure-to-pay process.

- Cut your transaction processing time by 2-3 times by creating a seamless chain of transactions with smooth integration between Sage Intacct Purchasing and [Sage Intacct Intelligent General Ledger](#), Sage Intacct Purchasing, [Sage Intacct Order Entry](#), [Sage Intacct Accounts Payable](#), and [Sage Intacct Accounts Receivable](#).
- Tailor purchasing to fit your established business processes using configurable best practice templates.
- Gain insight into purchase commitments and budget vs. actual spend by dimension (examples: Department, Location, Grant, Employee, Program, and more)

- Reduce overall purchasing costs using automatic quantity price breaks and economic order quantities.
- Transform your finance organization by giving them the tools they need to effectively analyze business information—instead of just collecting it.
- Automate purchasing transactions and make it easy for staff to monitor and manage merchandise and services acquisitions.
- Significantly reduce processing time using flexible purchasing workflows to automate and control the procure-to-pay process.
- Easily manage vendor information, including multiple contacts, pay-tos, and return-tos.
- Set credit limits and put vendors on hold; prioritize payments and establish payment terms and manage default bill payment dates and discount dates.
- Link vendors to items, and quickly load vendor catalogs and prices into the system.
- Track vendor information at the item level, by lead times, best cost, and last cost.
- Define permissions to enable the receipt of multiple shipments over time against a single purchase order or require a single receipt.

Sage Intacct Accounting

- Sage Intacct's sole focus is on building amazing professional-strength financial management and accounting applications that fit into your existing business infrastructure and integrate well with the key applications you use to run your business—giving you the freedom to choose and deploy the best applications for each of your departments. Sage is confident that they can support the requirements of CAPK as the solution has been implemented at over 8,500 Non-Profit organizations over the last 15+ years.
- Sage Intacct has received numerous industry awards and recognition - the most significant being a [preferred endorsement by the AICPA](#). This endorsement was given only after substantial company, financial, and product due diligence was performed by the AICPA.
- "In today's economic climate, small and mid-sized businesses need to actively manage their financial performance by becoming continuously aware of their financial position and collaborate with trusted CPA advisors to make the best possible business decisions," said Barry Melancon, President and CEO, AICPA. "Our vision for this new alliance is to improve productivity, increase transparency and reduce costs for both AICPA member firms and the millions of small and mid-sized businesses they serve."

Sage Intacct Customer References and Reviews:

[Sage Intacct Customer Videos](#)

[Sage Intacct Customer Case Studies](#)

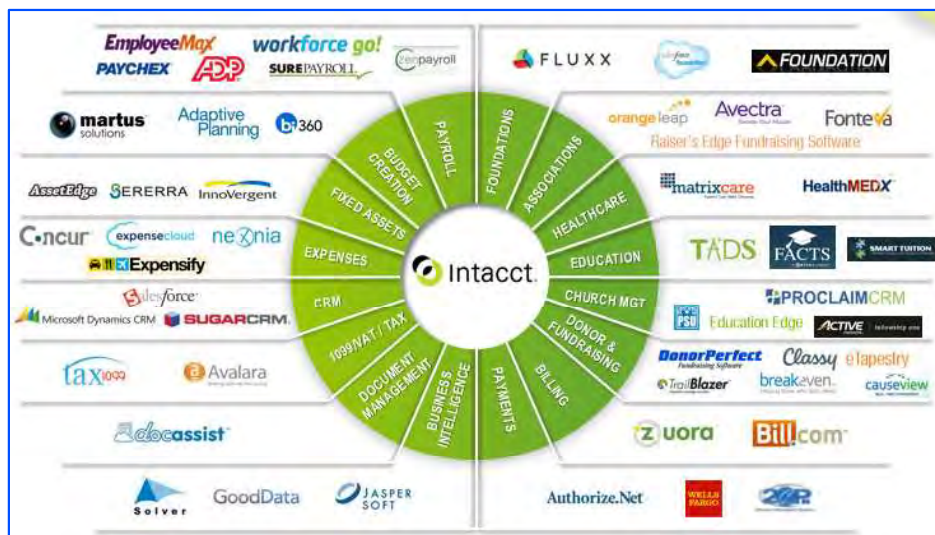
[Sage Intacct Customer Reviews](#)

[Why Sage Intacct?](#)

[Faith Promise Church Relies on Sage Intacct for Scalable Financial Management](#)
[Intacct Takes the Pain Out of Healthcare Financial Management and Accounting](#)
[Growing Senior Care Company Switches to Intacct for Improved Financial Processes and Visibility](#)
[Growing Number of Nonprofit Organizations Benefitting from Intacct Cloud Financial Software](#)

Partners for Success

- Sage Intacct's open platform enables exchanging data with the systems you already use today as well with those you may deploy in the future.
- Use Sage Intacct's robust APIs to drive event driven data exchange between key systems and processes.
- Easily import and export data with no technical expertise required
- Leverage statistical data from key business systems to deliver insightful dashboards and reports that cross functions and roles
- Deploy integrations that survive upgrades without need for testing, development and redeployment.
- Please refer to the Sage Intacct Community to get the latest slide that highlights are Marketplace partners. [150+ Partner applications](#)



Technical Considerations - Data Center(s) and Operations

Sage operates redundant Fortune 100-class data centers and has built a specific set of operational characteristics into the system that has helped to ensure the highest levels of privacy, availability, integrity, and security for Sage's customers for more than 15 years. They also guarantee:

- 99.8% or greater application availability is guaranteed; actual availability is much greater
- In case of major disaster, applications will be back up and running within 24 hours
- Continuous local backups plus streaming backups to remote disaster recovery center

- Last 24 hours of transactions continuously preserved in Oracle redo logs
- Maintains SAS 70 Type II audited processes and controls plus PCI DSS certification, with SSAE-16 SOC 1 audited in 2012.
- Monitors application performance and responsiveness constantly from around the world
- Monitors and manages system operations 24x7x365
- Commitment to transparency, with real-time system status always available on [Sage Intacct Real-time and Historical Performance](#)

Application security

Sage Intacct has built robust security measures directly into the application to pre-empt any attack that could jeopardize the integrity of your data. These measures include:

- Access controlled by 3-part authentication
- Password changes enforced at specified intervals
- Strict session management, including automatic session and login timeouts
- Highly granular permissions and access controls
- Optionally set acceptable IP ranges from which users may log in
- Click here to see the latest on security updates at Sage: [Information Security Management Program | Sage Intacct](#)

System integrity and security

A system is vulnerable if it allows an unauthorized program or system to circumvent or disable security protections and access confidential information.

At the foundation of the Sage Intacct platform is the system's high level of system integrity. System integrity is Sage's commitment to maintain design and development practices intended to prevent unauthorized programs, systems, and users from gaining access, or control, of key system processes and resources—and ultimately your application data. Here's how Sage protects your business:

- SAS 70 Type II audited (SSAE 16 audited in 2012) and PCI DSS certified
- Tightly restricted access to production data including biometric access controls
- Hardened networks and firewalls
- Real-time activity log tracking
- Automated security scanning and third-party white hat penetration testing
- Virus resistance reinforced through software architecture
- Oracle database secured with advanced security
- All data transmission is encrypted with minimum 128-bit encryption

Data redundancy

Sage Intacct provides a high-end redundant infrastructure, helping to ensure you can access information at any time of day, every day of the year.

- Built on highly reliable Oracle database infrastructure
- Full daily backups of all data to multiple locations
- Transaction data backed-up continuously
- Transaction data securely streamed to remote disaster recovery center

- Complete copies of customer applications and data are available for a nominal fee
- Customers explicitly own their own data, and may download this data at any time

[Sage Intacct Safety and Security](#)

[Sage Intacct Buy with Confidence](#)

Options for Database Downloads

Sage Intacct's database is Oracle. Sage Intacct's architecture provides a Data Access layer and standard ETL (Extract, Transfer, and Load) operations that can be performed using Web Services. Sage Intacct provides support for over 300 published and documented API calls. Sage Intacct's open API can be used to synchronize master data, create transactions, query and export virtually all objects.

Support Team and Process:

You can use the Sage Intacct Customer Portal 24 hours a day, 365 days a year to:

- Search their comprehensive knowledge base.
- Contribute ideas for new features, and comment and vote on ideas from other Sage Intacct customers.
- Participate in their discussion forums to tap the wisdom of your peers.

Requirements and Vendor Response

General Ledger

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	<p>The chart of accounts should allow the user complete control over structure and terminology.</p> <p>a. Current Chart of accounts contains 8 segments and 20 characters:</p> <ol style="list-style-type: none"> 1. GL Account – 4 2. Fund – 3 3. Activity – 3 4. Function – 3 5. Department – 2 6. Category – 1 7. Restriction – 1 <p>b. It is desired that an additional segment be added to track the grant year.</p> <p>c. CAPK is currently using Abila MIP and it is desired that historical data from the current financial system be migrated and mapping of accounts must be performed. Please describe this process.</p>	S	These requirements will be addressed as part of the design phase of the project.
2	The system should be consistent with Accounting Standards Board requirements and pronouncements.	S	
3	The system should provide the user with the ability to have various views of General Ledger (examples: organization, cost center/department, and project).	S	
4	The system should provide the user with the ability to move from a GL account to specific transactions affecting the account.	S	
5	The system should provide the user with the ability to conduct searches, post transactions, and generate reports at all levels of the account structure by fiscal year, month, calendar year, or any user-defined date.	S	
6	The system should support multiple fiscal years and have the ability to retain a minimum of 7 fiscal years.	O	Our standard approach is to include a few years of detail and multiple years of summarized monthly balances. Based on your needs we will quote our services to include 7 fiscal years of information.
7	The system should maintain active, inactive, and restricted accounts.	S	
8	The system should include grant and project accounting periods defined separately from the fiscal year.	S	
9	The system should support cash basis, accrual basis, year-end accrual basis, or any combination thereof.	S	
10	The system should have bank reconciliation capability.	S	
11	The system should provide user-defined security and transaction authorization levels including the ability to	S	

#	Question	Response	Comments
	define record additions, changes, inquiry (view), and deletion.		
12	The system should include an approval process for posting to the general ledger.	S	
13	The system should include General Journal entries with standing and reoccurring Journal Entry capability and Automatic Journal Entry reversals.	S	
14	The system should allow interactive or batch processing and an approval process.	S	
15	The system should include a comprehensive audit trail from sub-ledgers in GL transaction detail including customer/vendor ID, check number, Invoice, P.O., and Cash Receipt number.	S	
16	The system should include the ability to close subsets independently.	S	

Budget Preparation

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	The system should include the ability to close subsets independently.	S	
2	The system should directly link to spreadsheet and/or word processing documents.	S	
3	The system should have the ability to create budgets at the department level and at the organization-wide level.	S	
4	The system should allow for multiple budgets.	S	
5	The system should have the ability to maintain the budget history for prior years.	S	

Financial Reporting

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	The system should have the ability to prepare all standard monthly, quarterly, year-to-date, actual to budget financial reports, and user-defined reports.	S	
2	The system should have the ability to prepare all standard financial reports with comparisons to prior periods, such as a prior month, prior quarter, and prior year-to-date.	S	
3	The system should have a user-friendly report writer that has the ability to access all application data in each module’s database.	S	
4	The system should allow the generation of reports to a spreadsheet application.	S	
5	The system should include forecasting capabilities for future periods based on defined parameters and historical data.	S	
6	The system should allow the user to drill down on reports to specific transactions affecting the account.	S	

Accounts Payable

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	The system should provide a robust security system that will allow the customization of separation of duties involved with the entering of invoices, payment of invoices, and the entering of new vendors.	S	
2	The system should provide for ACH payments.	S	
3	The system should allow flexible reporting and vendor history reports.	S	
4	The system should support 1099 tracking, reporting, and printing or electronic submission.	S	
5	The system should allow for the scanning of invoices, which should be able to be accessed via drill- down features.	S	
6	The system should allow for multiple invoices per check.	S	
7	The system should allow for the entry of expenditure, revenue, or balance sheet account numbers.	S	
8	The system should allow for laser check printing.	S	

Allocation Management

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	The system should provide the user with the ability to maintain an independent chain of command to support reporting across funds, cost centers, object code, projects, or tasks.	S	
2	The system should provide a flexible report writer system so that projects can be tracked accordingly.	S	

Fixed Asset Accounting

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	The system should integrate with the Accounts Payable and/or Purchase Order system to facilitate the creation of a fixed asset inventory.	S	Wipfli will propose the Asset Edge solution for CAPK which will add significant savings to the annual subscription amount.
2	The system should allow the user to assign fixed assets to specific funds, users, and locations.	S	
3	The system should allow the user to define classes of fixed assets such as property, plant, and equipment with user-defined subcategories.	S	
4	The system should allow the user to track acquisition methods such as procurement, donation, and disposition methods such as sale, donation, or auction.	S	
5	The system should have the ability for automated inventory audit and reconciliation on a periodic basis via basis utilizing advanced technology.	S	
6	The system should be able to generate depreciation postings and depreciation posting automation in the general ledger system.	S	

Purchasing

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	System should have the capability of generating requisitions and API.	S	
2	System should have robust workflow capabilities to add multiple approvers restrictions to available code combinations and exceptions due to type of purchase. It would be ideal to minimize the number of workflows and rather create smart workflows that can re-route the requisition based on the type of purchase. a. Example: Technology purchase would be routed through IT personnel for approval. b. Example: Equipment purchase would be routed to fixed asset personnel for approval. c. Example: Fund code exception would be routed through the appropriate accountant for approval.	S	Wipfli will design and configure this based on our implementation plan.
3	System should be capable of adhering to expenditure level limits of approvers set by CAPK.	S	
4	System should be capable of notating receiving items and attaching packing slips. The system should also notify accounts payable of the completed receiving process for closeout.	S	
5	All documentation attached to a requisition should flow through to accounts payable and be merged to the API.	S	
6	Budgets should be linked to purchasing module to provide either hard stops or warnings if the budget is to be exceeded.	S	

Grant Management and revenue Recognition

Wipfli has indicated below if the options are Standard (“S”), Optional (“O”), or Not Available (“NA”) in our proposed solution and we will support with any relevant notes.

#	Question	Response	Comments
1	System shall be able to track grants and maintain the billing requirements.	S	
2	Centralize all grants for tracking, billing, reimbursement, reporting, and audit.	S	
3	Must be able to interface with budgeting tools to track grant expenditures over the grant cycle.	S	
4	Must be able to associate accounting entries with grants and flag for reimbursable costs.	S	
5	Ability to track tasks/milestones and when the task needs to be completed associated with grants.	S	
6	Ability to manage installment-based transactions across year-end with automated revenue recognition schedules.	S	

#	Question	Response	Comments
7	Have the ability to select the best revenue recognition method for each revenue stream.	S	
8	Must be able to interface with budgeting tools to track grant expenditures over the grant cycle.	S	

Functionality

Please provide a brief narrative on your product's ability to provide the functionality required for the specific needs outlined.

#	Question	Comments
1	Describe the ability to enter data into the system one time to avoid duplicate entries.	The system can be configured to warn or block duplicate entries in AP / Purchasing / AR. Journal entries will require unique reference numbers.
2	Describe the user interface to your system (for example, Windows GUI interface).	Interface is through an internet browser.
3	Is your system real-time or batch processing? Explain if there is a combination of real-time and batch processes.	Real-time
4	Various permission levels for access are required. CAPK allows access to its staff to run reports and review transactions that will require read-only access.	Permissions are granular and are defined at the role level. Users can be assigned one or many roles which can specify the permissions by module / activity. Users may be specifically set up as read only, with the ability to run reports and drill down to details as needed.
5	Export of data to Microsoft Excel and PDF is required. Please explain the process of export and list which reports are capable of export.	Financial reports, custom reports, operational reports can be exported to excel/csv/PDF.
6	How is system documentation provided to your customers, and how is it updated?	Intacct comes with a built-in user guide with intuitive search functionality. Intacct will open relevant help documentation for the module the user is currently using as well. It is updated with every quarterly release.
7	How will you support implementation and end-user training?	Wipfli follows a standardized 6 phase methodology: Define, Design, Build, Validation (Testing), Deploy (go-live), Support. End user training is provided through two methods: 1 - Self paced, on-demand learning through the Intacct learning center 2 - Wipfli lead training (how to, Q&A, Reporting)
8	Please list the hourly rates for your technical and support staff in the event that additional work outside the scope of this RFP is requested.	\$250-\$275 depending on the nature of the scope and the number of hours expected.
9	Describe backup procedures and how the environment is partitioned from other client data.	Sage Intacct client/environment partitioning is handled by the software publisher as the environment is handled on a SOX compliant secure environment. Further details can be provided as needed.
10	Describe the process to request backups of data.	Data backups are part of the maintenance process of all Sage Intacct environments. Environments can be restored to any point in a previous backup if need be. See specific procedures here: Sage Intacct Information Security Management Program
11	A test environment is required for process mapping procedures. Please describe the ability to establish a test environment.	As part of the validation phase, Wipfli makes a copy of the production environment with your GL accounts, dimension values, historical data and module configurations for testing. The environment used for testing is configured the same way and contains the same data as the live environment.

#	Question	Comments
12	Describe your organization's accountability in the event a system failure occurs.	
13	Some reports are considered high level such as a trial balance, to avoid running multiple reports it is desired to have the ability to "drill down" to the transaction level? Please describe.	Financial reports, GL & TB reports support drill down capability to the GL and source transactions.
14	Does your system have any limitations on the number of accounts or journal entries?	No
15	Please describe all practical limitations.	No hard limits on # of transactions or number of concurrent users in any area.
16	How many years of detailed information do you recommend can be stored in your system?	Typically 3-5 years of historical data are loaded into Intacct. More years can be imported as needed.
17	How many companies have de-converted from your system in the past five years? Why?	Less than 5. De-conversions typically take place due to price-point and change in leadership and/or a desire to scale back operations. Software has several ways to handle transactions both natively or with third-party add-ons. When customers do seek additional functionality not present in the application, they typically keep core application functionality then supplement thru a third-party solution, e.g. handling of AP bills or collections.
18	The system must support a minimum of 30 simultaneous concurrent users, 50 requisition users and 50 read-only users.	This is supported.
19	<p>The system must be able to store all documentation related to a transaction from purchase requests through the accounts payable process. The system is expected to be the main repository for all supporting documentation such as, but not limited to, invoices, packing slips, contracts, and estimates.</p> <p>a. The environment must have redundancies in place to restore all data.</p>	Intacct supports document storage on purchasing transactions, accounts payable transactions, journal entries, etc.

Implementation, Training and Support

#	Question	Comments
1	Provide minimum system requirements.	The Sage Intacct system is a SaaS solution built in the cloud. The minimum requirements include having an internet capable device in order to access the system from any location. Supported browsers include: Microsoft Edge (Microsoft now recommends Edge in preference to Internet Explorer), Google Chrome, Safari, and Firefox.
2	Does your organization provide direct support and implementation of the software or is this subcontracted?	Yes, Wipfli will be your support partner. Please see support section (page 43) for more information
3	Please provide a general outline of the steps your company uses to install, convert, and train new sites on your product(s).	Our implementation approach and plan is listed on page 20-24 .
4	As noted in the description section, our goal is to be fully implemented and converted in the calendar year 2023. Please submit a proposed timeline showing your implementation strategy for meeting this deadline.	Please refer to timeline on page 24 .
5	Parallel testing during implementation is required. Please describe this process.	This process will be managed through your project team and timing of testing will be determined as milestones are completed. There will be opportunities where parallel testing will occur as specific modules are built and deployed in the sandbox environment.
6	Please provide your organization's views to ensure the product is installed timely, staff is trained, and a long-term business relationship is formed	Our implementation approach and plan is listed on page 20-24 .
7	Please identify additional training opportunities provided by your organization.	We will budget training for your entire team as part of our implementation approach. Beyond the go live date we will support your team with any training needs at that point in time. Sage Intacct also has a customer training portal that you will have access to for on demand tutorials and demonstrations of various functions of the system.
8	How often is your software updated?	The Sage Intacct system releases updates every quarter. You will receive notification of all changes and enhancements that have been done as a result of each update.
9	What additional information would you like us to consider regarding implementation, training, and support?	Please see our implementation approach and plan along with support plans on pages ##

Partnership Between Wipfli and CAPK

Wipfli's approach to a successful engagement with CAPK begins with developing a strong partnership that leads to a lifetime relationship between our two organizations. We do this by understanding that your service providers should be accessible, collaborative, and responsive, and always acting in your best interest. It's important for your organization to be able to meet your technology challenges from top to bottom and to be able to collaborate and communicate with your chosen partner in order to exchange the necessary ideas, experience, and best practices to solve those challenges. Above all, you value competence and efficiency and seek a straight-forward and clear approach to these challenges – attributes and behaviors we demonstrate every day.

To that end, we work very hard to collaborate on all levels during technology projects of this nature. We bring an agile mindset and methodology to all of our projects, encouraging transparency, open communication, feedback and “no surprises.” This approach, supported by experienced project managers and consultants, allows us to keep the project on track and finish on time.

Our collaboration on this initiative will allow CAPK to quickly realize the value that this investment will provide, including:

- Automation of processes that are currently “manual”; remove or reduce paper-based processes
- Easy-to-use software that provides ability for simple cross-training
- Ability to streamline the Chart of Accounts and leverage multiple dimensions for improved reporting segmentation
- Easy to use financial and ad hoc report writer
- Easy-to-understand dashboards for board members and programs managers
- Ability to include financial and non-financial KPIs in dashboards including Statistical Accounts
- Integration flexibility through the use of an open application program interface (API's)
- Easy and accurate allocation methodology within the system
- Accessibility from anywhere, anytime (cloud-based technology)
- Cost-effective, well-supported, and easily configurable accounting solution that meets GAAP accounting requirements
- Budgeting tool that can involve program managers
- Reputable solution that is known for its internal controls
- Reliable uptime and responsiveness to support requests

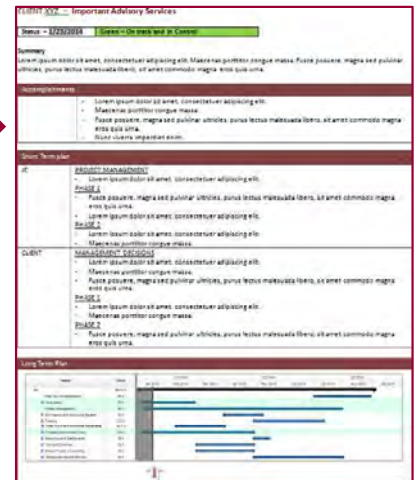
Engagement Model

Wipfli has a strong track record of delivering successful technology projects for our clients. This success is because of Wipfli’s approach to staffing the best technology consultants and engineers, supported by strong project and engagement managers, and following a proven agile delivery framework.

Project Management Activities

The first step of the project involves project preplanning. During project preplanning, leadership from Client and Wipfli finalize project objectives, resource mix and logistics. The outcome of the planning is a detailed project plan. Any major changes to the project plan must be agreed to in writing by both Wipfli and Client. Throughout the life of the engagement a weekly status report will be sent to engagement stakeholders. A weekly meeting to discuss the status will also be held. Wipfli uses several tools and techniques when managing projects:

Tool	Description
Weekly Status Report and Status Meeting (All stakeholders having a voice)	<p>The status report details hours expended, specific work element status, work to be accomplished in the next several reporting periods, specific problems encountered and an estimate of ability to complete the assigned work elements on schedule.</p> <p>The weekly status meeting is used to discuss the status report, outstanding items requiring attention, and to agree on upcoming work items to be completed.</p>
Engagement Portal (One source of all stakeholders being in tune with the current state and ongoing expectations)	<p>When the project starts, you will be given access to your own secure engagement portal site to track the project.</p> <ul style="list-style-type: none"> Securely share files with the implementation team. View the implementation calendar including critical project dates Assign and be assigned implementation tasks Communicate and have discussions with implementation team
Detailed Project Plan (Referenced as the framework for the project plan)	<ul style="list-style-type: none"> When the project commences, a detailed project plan is created to track project progress and budget. The Project plan is mutually agreed upon by Client and Wipfli. Any major changes to the project plan must be agreed to in writing by both Wipfli and Client.



Wipfli Invoicing

Wipfli’s standard practice for invoicing is to provide billings as work progresses, with payments due within 30 days of creation of the invoice. Payment can be made by check, credit card, or wire transfer. Though the terms noted are considered standard by Wipfli, we will work with CAPK to accommodate any reasonable requests to amend the standard terms.

Work Plan and Project Timeline

Project Plan Overview

As part of the implementation process, CAPK will work closely with our Organizational Performance and Technology consulting team to ensure that not only will your solutions meet your needs but that your people can accept and embrace these changes and your processes and procedures will also improve as a result. You will receive this service from our Change Management team to ensure these changes can be made seamlessly and effectively.

As a result of the implementation, CAPK should see transformed processes, policies, and procedures to increase efficiencies, and increase the impact of the software implementation with best practice change management. Through our integrated approach, employee adoption will be higher and resistance to the new system reduced.

Here are some of the direct impacts and benefits that will come from the implementation process:

- Manage the risks around the people side of your implementation.
- Design the ideal software's structure and processes in order to move your finance department to a paperless environment, while improving efficiency, and maintaining internal controls and compliance. Our project will focus on how work gets done, work processes, document and information flow, reporting relationships, how technology is leveraged, and staff roles and responsibilities.
- These process enhancements will be built into the implementation of the system you choose.
- Identify and understand the key stakeholders (including those outside of the finance team) where changes will create impact.
- Receive change management best practice and training to increase the likelihood of successfully transitioning to the enhanced workflows.
- Review your policy and procedure manual and identify key areas to update based on process changes to reflect the enhanced workflows, changes in controls, or overall shifts in processes.
- Build a communication plan on how to create awareness and adoption of changes.
- Identify where and from who resistance is occurring to any changes and develop methods for effectively managing the resistance.
- Establish metrics for measuring change effectiveness and develop an ongoing report card to evaluate progress.

Project Implementation Methodology

Wipfli's implementation methodology is a delivery framework of phases, tasks, and milestones throughout the Project. The key project phases are as follows:

Project Scope

The project scope is limited to the following:



Phase 1: Acquire

- Finalize engagement scope and introduce the Client team to Wipfli and our implementation methodology.

Phase 2: Define

- Formally kick-off the Project.
- Create a mutually agreed upon project plan establishing roles, responsibilities, tasks, and timing of deliverables.
- Assess the organization's processes, procedures, and roles in understanding areas of improvement and provide recommendations to implement efficiencies as part of the implementation, beginning with existing GL/Chart of Accounts. Our process improvement team will work with your project team to ensure all future state process recommendations are being implemented as part of the software implementation. We will also review current policies and provide recommendations on what changes should be made as a result of the software implementation.
- Capture Client's detailed business and functional requirements through working sessions and a high-level introduction to the solution.
- Create a change story and communication plan detailing the upcoming changes and strategy for adoption of the new system.

Phase 3: Design

- Translate detailed functional requirements into the solution definition to be implemented.

Phase 4: Build

- Create the Intacct Production environment.
- Configure and set up the defined solution.
- Upload finalized data templates.

Phase 5: Validate

- Test the configured solution in a Test environment to confirm the solution is working as designed and to gain hands-on experience.
- Document changes and apply to the Production environment as defined in the Change Control section of this Engagement Letter.

Phase 6: Deploy

- Ready the Intacct Production environment for use by Client to process transactions.
- Upload post-live data templates such as GL balances, Open bills/invoices, etc.
- Validate completion of all deliverables.
- Sign-off on project completion no later than 45 days after the agreed upon go-live date.

Phase 7: Support

- Project is formally transitioned to support and account management.

Project Management

- Client and Wipfli Project Managers will continuously monitor project scope to confirm necessary tasks are completed in each phase of the Project.

Change Management

- Wipfli will embed change management process steps, including stakeholder impact identification, change coaching, and training throughout our implementation process to improve the degree and rate of overall user acceptance.

Proposed Project Timeline

We will work with you to ensure flexibility in scheduling your implementation. Knowing this, we are projecting that a new solution could be ready for operation within a 4-to-6-month timeframe from project kick-off to go-live. To that end, we are proposing the tentative timeline which will be finalized with your team.

Timeline/Goals	Event
August 2022	RFP Process and understanding of requirements
Aug/Sept 2022	Demonstration of ideal solution(s)
Aug/Sept 2022	Selection of software solution
Sept 2022	Contract signing
Sept/Oct 2022	Project kick-off
Nov 2022 – Feb 2023	Implementation <ul style="list-style-type: none">✓ Define✓ Design✓ Build✓ Validate✓ Deploy
Feb/Mar 2023	Go Live

Similar Projects and Client Stories

Experience working with Grant Funded Organizations

Working with Wipfli provides organizations like yours access to additional resources besides financial services. We are advisors who understand your diverse needs and work with you to develop solutions that allow for better workflow, regulation and risk management, policies and procedures, and more.

For many of the organizations that we serve across the U.S., we have implemented financial systems and solutions for many of our clients to help them stay efficient, effective, and continuously improve their operating environment so they can stay focused on mission driven goals and objectives. Listed below are some of the recent organizations where we implemented Sage Intacct:



Our extensive experience serving the nonprofit industry means we know the nature of your work. We are equipped to navigate any of the challenges you face, and because of this knowledge, our nonprofit professionals can communicate more valuable ideas and information to your organization. Not to mention, we can deliver a more efficient, successful engagement - saving you time and money.

Client: Community Action Partnership of Kern

One of our greatest success stories is our partnership with your organization. We have been privileged to work with CAPK on many different initiatives that contribute to your overall digital strategy and transformation.

On a recent technology project, Wipfli helped CAPK break down silos and improve information sharing. The result is a more streamlined service delivery process that improves life for struggling community residents. Improving the technology capabilities of nonprofits enables organizations like CAPK to concentrate on what they do best: lifting people in need with access to housing, childcare programs, and food.

Our goal at Wipfli is to create lasting positive impact with our clients, people, and the communities they serve. This recent quote from Rebecca Moreno, Program Services Supervisor at CAPK truly speaks to that commitment:

“The Wipfli team has been amazing. I’ve had experience with testing and building out similar projects, and this has been my best experience. The Wipfli team has the ability to understand what we’re trying to ask for before we even ask for it. I don’t think I’ve ever worked with a team so fast and so intuitive. Now we’re able to process more applications, which has turned into being able to help more people in the community.”

Read more here: [Community Action Partnership of Kern Success Story](#)

See the video recap here: [CAPK Technology to help change lives](#)

Client: Greater Opportunities of the Permian Basin

Client profile

Greater Opportunities of the Permian Basin, Inc (“GOPB”) is a nonprofit organization in Odessa, Texas, dedicated to providing Head Start services for families in the western Texas area. Their mission is to provide a positive learning experience in a safe and healthy environment that will improve the quality of life for the children, service, and empower them to become self-sufficient, contributing members of the community.

Situation

GOPB was growing increasingly frustrated with their accounting system. They couldn’t capture allocations for separate funding source expenses and revenue without having to set up separate company books. In order to get financial reports, they were exporting data into Excel, manipulating it and creating new reports instead of being able to use a “canned” report from the legacy accounting system. In addition, recording any expenses for their 12 Head Start/Early Head Start locations required setting up a chart of accounts for each location and each expense account.

This created a huge and complex chart of accounts that, with its significant administrative burden, just wasn’t conducive to GOPB’s growth.

As a Head Start organization, GOPB recognized that the level of accountability that comes with spending federal money and documenting its usage meant they needed to invest in a more robust, modern accounting system. They came to Wipfli looking to solve the following challenges:

- Streamline their chart of accounts and use dimensions to improve reporting segmentation.
- Streamline and automate manual processes and reduce paper-based processes.
- Enable ad hoc reporting with easy-to-use dashboards to not only give board members and program managers visibility into data but also let them log in and access real-time data themselves.

Although other accounting systems were in the running, it ultimately came down to Sage Intacct's robust features and capabilities, as well as the knowledge that GOPB could continue growing without fear they'd outgrow the system in a few short years.

As for Wipfli, GOPB was impressed with the firm's deep experience working with Head Start organizations, plus its status as a Sage Intacct Premier Partner.

Strategy

As a modern, cloud-based accounting system, Sage Intacct eliminates paper processes and streamlines workflows, making it an excellent choice to automate GOPB's manual processes.

As for the organization's complex charts of accounts, Wipfli greatly reduced them through the use of dimensions. For example, instead of having separate salary wage accounts for each department, GOPB can maintain just one account and simply break it out by department dimensions.

Training was also a large part of the Sage Intacct implementation. To help set GOPB up for post-project success, Wipfli trained GOPB employees on how to change over their manual processes to Sage Intacct, how to use dimensions, how to use the reporting functionality and how to leverage other useful features.

Results

As a result, GOPB has seen better visibility and audit trails, streamlined data entry and approval processes, reduced manual entry and significant time saved. GOPB's CFO can drill down into a check run and see exactly how much is Head Start and how much is Early Head Start. She couldn't do that before without creating different Excel spreadsheets.

She's also diving into the reporting functionality, excited to be able to pull real-time data instantaneously. Before, without real-time data, it was very difficult to find out how much GOPB had left in its budget. Because funds must be obligated by the end of their fiscal year, not spending all of their funding meant they could be faced with reduced funding the next year.

Sage Intacct makes budgeting and reporting so much easier, giving GOPB greater peace of mind and helping them prioritize how best to spend the remainder of their budget. The CFO now enjoys being able to log in every day and know exactly where GOPB is at financially.

One of the unpredicted benefits of Sage Intacct was that GOPB was far more prepared to work remotely during the COVID-19 pandemic. Because Sage Intacct is cloud-based, GOPB employees can work seamlessly at home or in the office. And that's been a big boon in being able to navigate the unanticipated changes brought by the pandemic.

Vendor Experience and Expertise

Why Wipfli?

Wipfli is an authorized Sage Intacct Premier Partner, placing Wipfli in the top 5% of Sage Intacct partners. In addition, recognized as a [Sage Intacct Growth Partner of the Year, as well as a member of the 2020 Sage Intacct President's Club](#), Wipfli brings unmatched finance expertise to Sage Intacct implementations and beyond. Stop merely coping with business growth and start driving it. Recently Named as a Leader in the [IDC MarketScape: Worldwide Cloud and SaaS ERP Accounts Receivables and Accounts Payables Applications 2018-2019 Vendor Assessment](#), Sage Intacct helps thousands of companies, from startups to public corporations do the following:



- ✓ Improve financial, managerial and operational reporting and analysis
- ✓ Increase decision making speed across and up and down the organization
- ✓ Deliver rich financial and operational insight
- ✓ Increase business value and support organizational growth

Wipfli has completed over 350 successful Sage Intacct implementations, including many grant-funded nonprofit implementations.

Sage Intacct helps nonprofit organizations focus on strategic initiatives, increase efficiency, and drive growth. We do this by delivering a depth of nonprofit capabilities you won't find in a traditional enterprise accounting software suite—providing the visibility, flexibility, and efficiency to manage finances, operations, and people. As nonprofit organizations face challenges like revenue forecasting, profitably, program development and measuring program efficiency and performance, Sage Intacct has taken the lead.

To learn more about Wipfli's services related to Sage Intacct, [click here](#).

Wipfli's Commitment to CAPK's Vision

Wipfli passionately supports CAPK's commitment to creating supportive and resilient communities where individuals and families are healthy, economically secure, and thriving. We are committed to working with CAPK on implementing an architecture that further enables the ability to support and connect to your diverse membership communities, as well as provide your staff with the tools to reach their goals in effective and fulfilling ways.

Building and maintaining long-term relationships is important to any organization. You could say it's the key to not only surviving but also thriving. Your professional service providers should be accessible, collaborative, and responsive. It's important for your organization to be able to meet your challenges from top to bottom and to be able to collaborate and communicate with your chosen partner to exchange the necessary ideas, experience, and best practices to solve those challenges. Above all, you value competence and efficiency and seek a straightforward and clear approach to the issues.

Work with a firm that brings a positive energy to the table and is client focused, accessible, responsive, and proactive. The Wipfli team is always looking for improvement opportunities (including operating efficiencies and general business enhancements), willing to share best practices and able to find whatever information is necessary to keep an engagement moving forward to success. Whatever you need – from custom solutions to after-hours communication – you can get with Wipfli.

Wipfli's Mission

Our mission is to serve as our clients' most trusted advisor, with a relentless commitment to creating value and securing the future of the business and communities we live in. As a trusted business advisor to more than 100,000 clients, we enjoy a solid reputation as experts in multiple industries. The majority of our clients are middle-market companies, government entities and nonprofits who benefit from the professional services we provide to improve their financial sustainability and overall operating effectiveness.

Nonprofit Experience

When you choose Wipfli, you choose a firm that not only specializes in nonprofits and associations, but also brings the same passion to furthering your mission that you do.

The Value of Experience

WIPFLI

85 Years of working with Nonprofits and Charities
Founded in 1930, Wipfli has extensive experience understanding the mission focus of nonprofit and charities and the challenges they face

5,000 Nonprofits and Charities Globally
Wipfli has a client base that enables the benchmarking and guidance to help a wide range of organizations achieve their goals

Complex Problem Solving
Starting with empathy and human centered design principals to be sure those we serve are met with solutions that address their pains

Innovation and Vision
Wipfli has extensive capabilities in the latest technologies to apply new methodologies to the challenges of organisations seeking relief

We Understand the Work You Do

Our extensive experience serving social impact and community-based organizations means we know the nature of your work. We are equipped to navigate any of the challenges you face, and because of this knowledge, our nonprofit professionals can communicate more valuable ideas and information to your organization. Not to mention, we can deliver a more efficient, successful engagement - saving you time and money. The graphic below shows the range of services we provide, now and in the past, to many nonprofit organizations.

The graphic is a light blue rectangular box with a dark blue border. It contains the title 'Nonprofit service offerings' at the top left. Below the title, there are twelve bullet points arranged in a grid-like fashion, grouped into four columns. The services listed are: Audit and tax, Technology consulting, Training, Cybersecurity, IT managed services, Accounting system implementations, Outsourcing, Organizational performance, CIO advisory, and My Wipfli nonprofit and government membership.

Nonprofit service offerings

- Audit and tax
- Technology consulting
- Training
- Cybersecurity
- IT managed services
- Accounting system implementations
- Outsourcing
- Organizational performance
- CIO advisory
- My Wipfli nonprofit and government membership

Nonprofit Mission

Every day, our team works with nonprofit and government organizations like yours to help you meet your goals.

Our mission is to serve you so you can serve others. At Wipfli, you'll find:

- 130+ partners and professional staff 100% devoted to nonprofit and government organizations
- 85+ years of industry experience and knowledge
- A dynamic line of training, audit, and consulting services
- Trusted and innovative strategies to help clients be responsible stewards of funds
- Lifelong learners who are current with industry trends and ongoing issues
- Our passion for working with you

For more information on Wipfli, please visit us at wipfli.com/nonprofits.

Nonprofit

2,400+ clients

- Professional and trade associations
- Federally funded entities
- Community-based organizations
- Foundations

Government

430+ clients

- Municipalities and other units of government

Education

380+ clients

- School districts
- Post-secondary institutions
- Private schools

Nonprofit, Government and Education 2022 client experience survey results

94% "Wipfli understands my business needs."

94% "Wipfli shows respect for our relationship."

91% "Wipfli takes the time to listen and learn."

And 93% are likely to continue doing business with Wipfli.

Client testimonials

"The Wipfli staff we've worked with have been very supportive and helpful."

"I think Wipfli is an excellent company and I appreciate their partnership."

Wipfli Service Options

Our services focus on improving the key components of every successful organization:

- ✓ Strategic planning
- ✓ Risk management
- ✓ Compensation Plan design
- ✓ Process and performance management

Wipfli's History

Clarence Wipfli established Clarence J. Wipfli & Company in the USA in 1930. Since then, we have built our success as a leading consulting, tax, audit, and accounting firm on our founding father's belief that taking the best care of our 3,000+ associates, 100,000+ clients and their clients and communities across the United States and the World is what differentiates us as an organization.

Wipfli's Values

Incorporating these five values into everything we do as associates of Wipfli enables us to truly live our mission and vision.

- ✓ **Integrity:** Do the right thing every time
- ✓ **Caring:** Be empathetic and compassionate
- ✓ **Excellence:** Be the best in all we do
- ✓ **Teamwork:** Act as one
- ✓ **Perseverance:** Consistently execute and overcome challenges

We embrace and embody these values to live our mission:

To enable individuals and organizations to achieve their full potential, empowered by the security of a stable foundation.

Our vision is the aspirations of the impact we want to create:

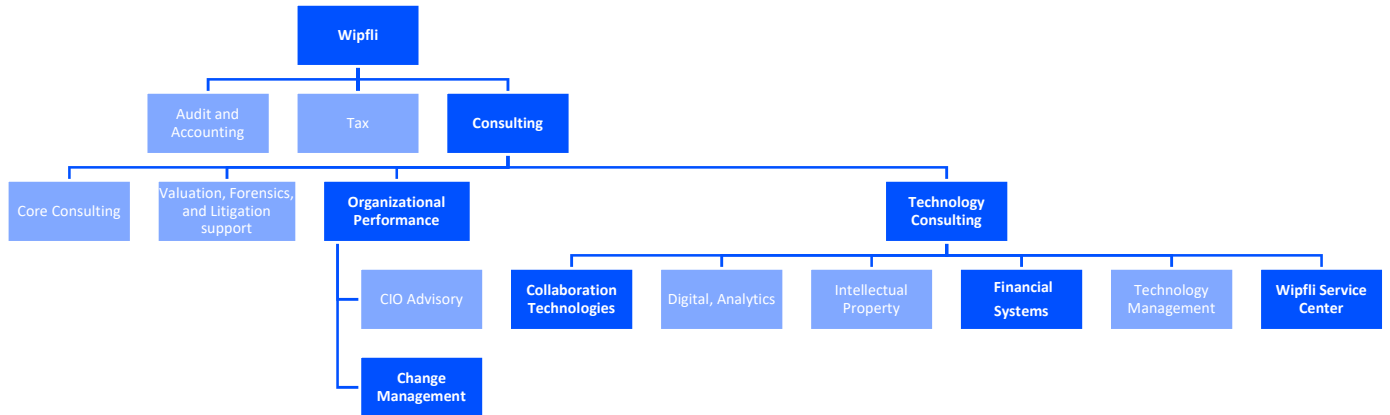
Create a lasting, positive impact for every person, organization and community we engage.

Our people are eternal students, bringing cross-industry experience and creativity to help clients see beyond today's most complex business challenges.

We see success for what it is: a continual process. Nonlinear. But always advancing. Always progressing – from curiosity, to clarity, to results – time and again.

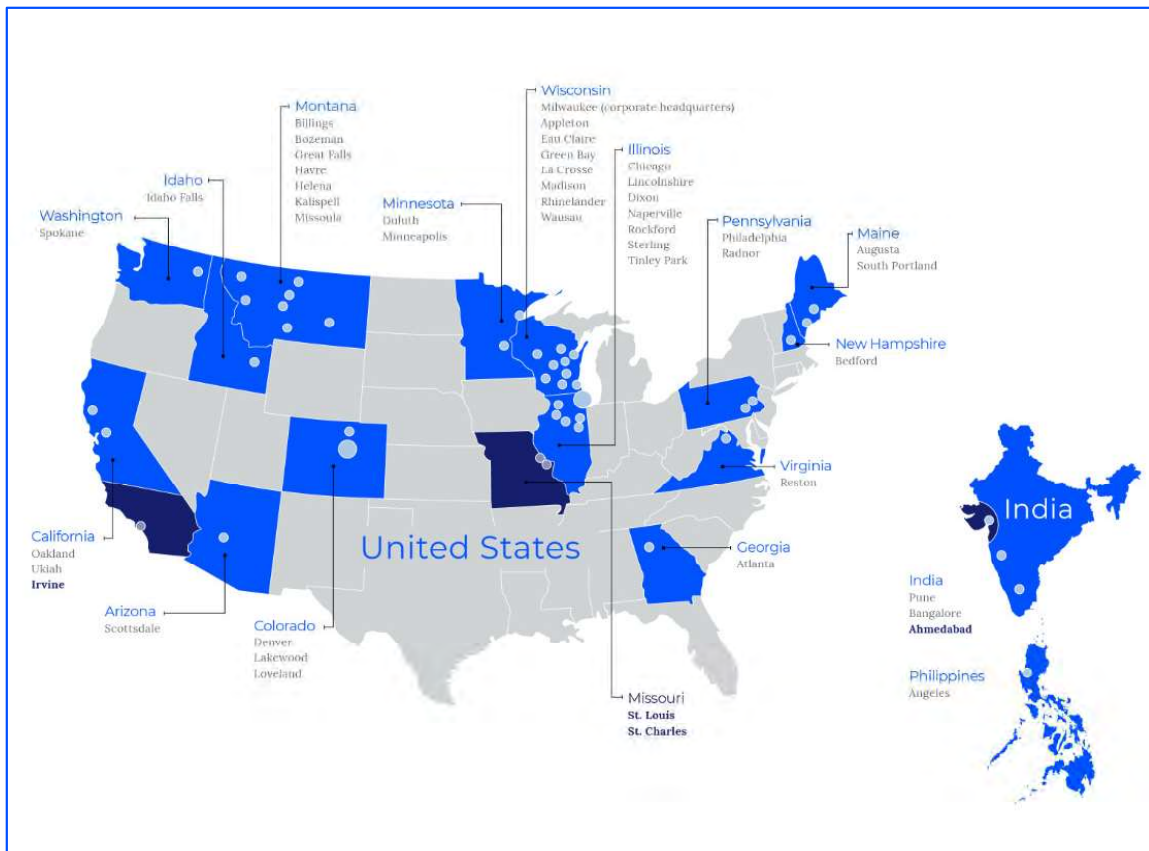
Functional Organizational Structure

Wipfli's 3,000+ associates are organized across three major service lines: consulting, audit, and tax. The functional teams involved in the scope of work proposed in this response are highlighted.



Wipfli's Locations

Wipfli currently has 46 locations.



Wipfli's Pledge to Diversity, Equity and Inclusion

We believe in a workplace – and world – where everyone feels included and diversity is embraced. We are respectful of each individual and the unique strengths and contributions each brings. We encourage diversity of thought because we know, the more diverse the voices are, the stronger we are.

We cultivate a culture and environment where our employees can bring their full self to work and we represent the diversity of the communities we serve, our clients, and the country. We are firmly committed to our DEI journey and take pride in what we have achieved so far.

Our associates need to reflect the diversity of our world. To that end, we have revised our recruitment strategy to increase the diversity of experienced hires, student recruits and interns. We've seen a 67% increase in job applicants that self-identify with an underserved group.

To elevate under-represented voices at Wipfli, we have four business resource groups:

1. **Wipfli Pride:** Wipfli Pride's vision is to aspire to be the most LGBTQ+ friendly firm in the country, where allyship and belonging is the standard.
2. **Women of Wipfli (WoW):** Women of Wipfli's purpose is to cultivate an environment where women have an equitable opportunity to achieve their goals and find their version of success.
3. **Embrace:** The mission of EmbRace, Wipfli's Alliance to Amplify Multiculturalism, is to support our current diverse, underrepresented associates and to increase the firm's opportunity to attract, engage, nurture, and retain multicultural associates.
4. **Valor:** The mission of Valor is to support veterans, active military and their families.

At Wipfli, we are respectful of each individual and the unique strengths and contributions everyone brings. Our commitment starts at the top with our managing partner, Kurt Gresens. Kurt has signed the [CEO Action for Diversity & Inclusion](#), joining more than 900 CEOs who have pledged to leverage their individual and collective voices to advance diversity and inclusion in the workplace. We encourage diversity of thought because we know, the more diverse the voices are, the stronger we are. Our commitment to a diverse workplace is evident in our initiatives:

- ✓ Leadership
- ✓ Recruitment
- ✓ Unconscious bias education
- ✓ Inclusion training
- ✓ Diverse business resource groups

[Learn more on our diversity, equity and inclusion web page.](#)

Community Involvement

As part of Wipfli's service-oriented culture, we encourage our associates to pursue their own passions and provide them with the flexibility to take an active role in their communities. Many of them are proud members of nonprofit boards, regularly volunteer at organizations and donate to those in need.

We support our employees in their desire to donate and volunteer for groups within their communities that elevate under-represented groups. Each year, they record nearly 16,000 volunteer hours.

In the daily work we do, we pour our passion into projects that support change. For example, we work with several clients to help advance the United Nations' Sustainable Development Goals do address poverty, inequality, peace and injustice. We have collaborated with organizations to help millions of workers gain new skills through the Rework America Alliance.

To support change in our industry, each year, we invest more than \$100,000 in scholarships and campus programs to increase the diversity in our fields.

[Learn more about our community involvement on our webpage.](#)

The Wipfli Foundation

The Wipfli Foundation supports organizations that reflect our mission and that our associates are personally committed to.

Through an employee matching program, we support charities with a focus on:

- Education
- Health
- Human services
- Public/societal benefits

Each year, the foundation also supports scholarships, including the Mary T. Wylie Scholarship for women in accounting and the National Association of Black Accountants leadership program.

The foundation was formed in 2005 as part of an effort to give back to colleges and universities. At that time, the funds the foundation donated were primarily used to fund scholarships, purchase textbooks and, occasionally, support universities' capital campaigns and endowed professorships. The program also provides an opportunity for the foundation to match donations from associates and retired partners to universities.

In 2020, the foundation expanded its focus to include a new emphasis on promoting diversity, equity and inclusion through scholarships, leadership programs and campus programs.

In 2021, we refined and expanded the foundation's mission to reflect our commitment to the communities we serve by creating an employee matching program for charitable organizations.

In recognition of urgent needs in our world, the foundation also occasionally offers to match associate donations to causes, such as to India during the height of the pandemic, and to Ukraine charities following the Russian invasion.

Partner Financials

We realize the financial health and stability of the implementation partners you work with is very important. Continuity issues can add risk and uncertainty in an otherwise successful relationship. With the recent pandemic, it is even more vital that due diligence be performed, and clarifications be provided to understand whether any additional risks have been introduced to the partner's operation. It is our intention to assuage concerns by providing a clear picture of Wipfli's health as an organization.

As a professional services organization for over 90 years, our firm's growth has been intentionally sustainable. The benefit to CAPK is that Wipfli has been – and remains – a strong partner. We invite you to view our annual report at [Wipfli LLP Annual report](#).

Competitive Pricing and Value, No Surprise Fees

The value of outstanding service, rapid response and respect for your resources cannot be understated. When you work with Wipfli, you work with a firm whose fees for professional services are – and will always be – clearly communicated to you. Furthermore, management approval is always obtained before our team begins any new work that could lead to additional charges unrelated to the basic services addressed in this proposal.

If our fee estimates are not consistent with your expectations based on historical amounts or competitive bids from other professionals, we appreciate the opportunity to discuss our process when determining our fee estimates, with the objective of modifying these fee estimates as appropriate. Your organization's mission is important, and we hope to be your trusted advisor who brings key experience and innovative solutions to help you reach your goals.

Exceeding Industry Standards

We go above and beyond to ensure that our work exceeds the standards of the profession, as well as our own strict standards of technical excellence and professionalism. Our specialized work with nonprofits has made us one of the most respected firms among the sectors we serve. This respect is best exemplified by our continual growth in nonprofit clients as outlined in the experience section of this proposal.

Devotion to Quality

Our firm is devoted to quality, and we have taken extra steps to ensure that we meet the highest professional standards. We are a long-time member of the AICPA because we believe that anything a firm can do to improve should be done. Every three years, specially trained CPAs from other firms examine our quality controls. We successfully completed our last formal peer review on June 2, 2020. No letter of comment was issued since the reviewers had no findings and/or recommendations.



Recognition for our work

Wipfli and Wipfli Financial Advisors have received several awards and honors, which is a testament to our commitment to exceeding client needs and dedication to being their trusted advisors.

Here are some of the top awards we recently have received.

- [2021 Microsoft Nonprofit Partner of the Year](#)
- [Bob Scott VARS 2021](#)
- [New North Workplace Excellence Award 2020-21](#)
- [#19 - INSIDE Public Accounting's rankings of the nation's largest 400 accounting firms](#)
- [#19 - Accounting Today's Top 100 Firms](#)
- [Microsoft names Wipfli a Preferred Power Apps Partner](#)
- [Wipfli named Sage Intacct Growth Partner of the Year, earns membership in President's Club](#)
- [Wipfli named one of Madison's Best Places to Work by Madison Magazine](#)
- [Wipfli named one of Milwaukee's Best Places to Work by Milwaukee Business Journal](#)

Team Bios

Andrew Potasek, *Principal- Relationship Executive*



Pronouns: [he/him/his](#)

[Andrew Potasek](#) utilizes his 14 years of consulting experience to provide process and design expertise to Wipfli's clients. As a Principal in our Nonprofit Technology Consulting practice, Andrew leads digital strategy and technology implementations across nonprofit organizations worldwide. His diverse project experience focuses on Microsoft and Salesforce technologies, but includes process assessments, BI, and additional nonprofit technologies. Andrew is highly respected for his motivation, flexibility, technical and industry knowledge. His past experiences include strategic road mapping, business analysis, design, implementation, support and management focused in the areas of volunteer & member management, client & community engagement, grant management, and fundraising.

Kathleen DuBois, *Principal- Nonprofit, Government and Education Industry Leader*



Pronouns: [she/her/hers](#)

[Kathleen DuBois](#) is the industry leader of Wipfli's nonprofit and government practice, serving clients nationally and internationally. Her role entails leading the vision, strategy, operations and resources of the overall practice. During her career, Kathleen has partnered with executives, boards, government officials and staff to guide strategic plans, establish financials, mobilize teams, launch marketing efforts and manage complex projects. She has led creative design and media campaigns capturing national awards and has brokered philanthropic contributions exceeding \$100 million for a variety of nonprofits. Kathleen is passionate about helping clients achieve transformational growth, efficiency and influence. She is a published author, a presenter on the topics of personal development and business success and a certified leadership coach through the John Maxwell Team.

Tony Cantor, *Principal- Engagement Manager*



Tony Cantor is a senior manager in the Financial and Operating Systems team where he oversees several of the firm's software implementation initiatives. In addition, he leads the firm's Financial Planning and Analysis (FP&A) Systems team. Tony is responsible for front-end analysis, project scoping of client requirements, and system delivery for a variety of ERP and FP&A initiatives. He is also responsible for internal Project Management improvement, Consultant development and leading teams to enhance Wipfli's Service Delivery Framework, the firm's proprietary process used to standardize all financial systems implementations.

Deron Kling, Senior Manager- Change Management Leader



Deron is an experienced consultant, trainer, and leader focused on helping Wipfli's clients plan for the future and reach their objectives. His background includes over 20 years as an organizational leader and management consultant. With strong experience in managing change and strategic goals, Deron excels at guiding organizations through a landscape disrupted by changing tools, resources, compliance requirements, and competition. Driven by a passion for helping organizations meet measurable objectives, he excels at training, mentoring, process redesign, project planning, strategic thinking, and team engagement.

Katherine Eilers, CPA, Senior Manager- Fiscal Process Improvement Leader



Katherine Eilers, Senior Manager, CPA, Fiscal Consultant. works primarily with nonprofit clients as a consultant in the areas of financial policies and procedures and financial department process improvement and provides training on Federal grant regulations (Uniform Guidance), procurement, cost allocation, indirect cost rates, and fiscal best practices. Katherine's past experience includes over 15 years as a financial statement auditor and grants auditor for nonprofit organizations and local governments, including counties, cities, townships, community colleges, and school districts. Katherine's experience also includes working with organizations in account reconciliation, financial statement preparation, grant reporting, and preparing financial statements for small businesses and agriculture clients in Northern Illinois and Eastern Iowa.

George Persekian, Senior Manager- Sales Leader



Pronouns: [he/him/his](#)

[George Persekian](#) always starts with “why”, and his passion is to build new relationships and inspire people to be their best. As a proud supporter of Wipfli's national nonprofit practice, George is always ready to help clients identify areas they can streamline for improvement to maximize their success. He has been with Wipfli since 2006 and has served as an auditor and practitioner for many years and now serves as a consultant and business developer in the Chicago market. George understands that for organizations to meet their mission, they need talented people, efficient processes, and exceptional technology. A quote from Simon Sinek describes his commitment to his work, “Our passion comes from who we are, not what we sell.”

Derrick A. Williams, *Manager- Project Manager*



Pronouns: [he/him/his](#)

[Derrick Williams](#) is a manager in Wipfli's Financial and Operating Systems practice with over 12 years in financial systems implementations, project management, and financial audits. Leveraging his experience in grant funded and non-profit financial systems implementations and audits, he provides organizations with the tools and knowledge to streamline financial processes and focus on their core missions.

Jennifer Summers, *Manager- Consultant*



Jennifer Summers is a manager at Wipfli with over 16 years of experience successfully delivering solutions across organizations- ultimately empowering clients with measurable information to make data-driven, informed decisions. She has a passion for delivering complex projects under pressure within fast paced environments, and delivering on sales and marketing led goals, while simplifying complex ideas and business processes.

Her role with Wipfli team is managing multi-phase technical implementations under the Technology Consulting Group to ensure successful project delivery and user adoption. Jennifer is very process driven and leverages a background in Lean, Six Sigma and ISO methodologies to support a continuous improvement mindset on all project initiatives. Clients appreciate her open communication and tailored project approach to help them overcome challenges and achieve their corporate goals and strategies.

Kathy Harris, *Manager- Consultant*



Kathy Harris is a manager and Senior Implementation Consultant with Wipfli's technology consulting practice. Her experience at Wipfli includes Sage Intacct implementations and project management for clients in a variety of industries including nonprofit, insurance, health care, and technology. She enjoys coming up with creative solutions for her clients for process improvements and effective reporting.

Your Investment

Sage Intacct Financial Management System			
Sage Intacct Solution Details	# of Units	Annual Cost per Unit	Annual Total Cost
Intacct Financial Management: Includes 1 entity, General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, Customization Services, Allocations, and Grants Tracking and Billing.	1	\$21,840	\$21,840
Intacct Business User: Grants unlimited access rights to all applications. Can be restricted based on permissions assigned. Business Users are named users.	30	\$2,880	\$86,400
Intacct Employee User: Adds additional users with limited access rights. Employee users are named users. (Each unit includes 10 users)	10	\$1,500	\$15,000
Wipfli Positive Pay		\$1,200/yr.	
Wipfli Asset Edge: Fixed Asset Management (up to 1,000 assets)		\$1,999/yr.	
Estimated annual subscription (Nonprofit pricing 20% off):		\$101,791	
Special pricing for CAPK:		30% Discount	
Total estimated annual subscription:		\$72,213	
Wipfli Implementation Fees: Support and training from our project management team to deploy implementation approach (see page 20-24). Change management services and process improvement team support during implementation. Includes gold support plan from Wipfli which will begin post go-live (see page 43).		\$305,000 - \$370,000	
Note: Intacct will also guarantee 0% increases in years 1, 2, and 3. For years 4 and 5 there will be no more than a 5% increase. You are also going to receive 2 mos. for free on the first year.			

Sage Intacct Financial Management System

Optional Services and Add-ons:

Martus Tools Budgeting & Forecasting: Includes the ability to create and manage budgets, manage what-if scenarios, create versions, and collaborate across organization. Allows users to create, edit and delete budgets and forecasts. Reduces the need to maintain your budgeting in excel spreadsheets.

\$9,500 per year (30 users)
\$7,500 Implementation Fee

Optional Services and Add-ons:

Project Management Services

Wipfli's Project Manager(s) will work directly with your Project Manager to create a steady cadence of communication and completion of project tasks and activities. Services include (but not limited to):

- Project mobilization and scheduling
- Review project plan
- Participation in daily/weekly status calls
- Participation in monthly steering committee meetings
- Assistance in budget reconciliation

\$5,000 - \$8,000 per month (final to be determined based on needs)

Support and Ongoing Services

Support Plan Options

	Essential Support	Silver	Gold	Platinum
Intacct Problems or Configuration Issues	<ul style="list-style-type: none"> ▪ Troubleshooting error messages related to the system as configured during implementation. ▪ Assistance adding Users. ▪ Resolution of issues related to accessing Client's Intacct environment ▪ 24/7 access to Sage Intacct Online Community and Knowledgebase 	Included <ul style="list-style-type: none"> ▪ Answers to "How to Questions" ▪ Troubleshoot issues including configuration changes made by Client ▪ Answer questions related to the setup of Intacct and make recommendations to improve functionality 	Included <ul style="list-style-type: none"> ▪ Answers to "How to Questions" ▪ Troubleshoot issues including configuration changes made by Client ▪ Answer questions related to the setup of Intacct and make recommendations to improve functionality 	Included <ul style="list-style-type: none"> ▪ Answers to "How to Questions" ▪ Troubleshoot issues including configuration changes made by Client ▪ Answer questions related to the setup of Intacct and make recommendations to improve functionality
New Business Process Questions	<ul style="list-style-type: none"> ▪ Case by Case Basis - Generally Not Included 	<ul style="list-style-type: none"> ▪ Answer "How to Questions" 	<ul style="list-style-type: none"> ▪ Answer "How to Questions" 	<ul style="list-style-type: none"> ▪ Included
Report Writing & Dashboards	<ul style="list-style-type: none"> ▪ Not Included 	<ul style="list-style-type: none"> ▪ Minor report modification to existing reports 	<ul style="list-style-type: none"> ▪ Included 	<ul style="list-style-type: none"> ▪ Included
New Release & Update Review	<ul style="list-style-type: none"> ▪ Offer quarterly Elevate Your Intacct webinars 	<ul style="list-style-type: none"> ▪ Offer quarterly Elevate Your Intacct webinars 	<ul style="list-style-type: none"> ▪ Included Quarterly 	<ul style="list-style-type: none"> ▪ Included Quarterly
Training Sessions	<ul style="list-style-type: none"> ▪ Access to Sage Intacct Learning Center - Formal training not included 	<ul style="list-style-type: none"> ▪ Access to Sage Intacct Learning Center - Formal training not included 	<ul style="list-style-type: none"> ▪ (2) one-hour virtual Sessions Per Year 	<ul style="list-style-type: none"> ▪ (4) one-hour virtual Sessions Per Year
Additional Training	<ul style="list-style-type: none"> ▪ Contracted as Requested 	<ul style="list-style-type: none"> ▪ Contracted as Requested 	<ul style="list-style-type: none"> ▪ \$250 Per one-hour virtual session 	<ul style="list-style-type: none"> ▪ \$220 Per one-hour virtual session
Configuration of Additional Modules	<ul style="list-style-type: none"> ▪ Contracted as Requested Standard Hourly Rates* 	<ul style="list-style-type: none"> ▪ Contracted as Requested Standard Hourly Rates* 	<ul style="list-style-type: none"> ▪ \$250 per hour 	<ul style="list-style-type: none"> ▪ \$220 per hour
Annual Cost	Included	\$15,000/year	\$25,000/year	\$35,000/year
Support Hours Monday-Friday	8:30 AM to 5:30 PM EST	8:30 AM to 5:30 PM EST	8:30 AM to 5:30 PM EST	8:30 AM to 5:30 PM EST

Deployment, Patches and Upgrades

Sage Intacct has been consistent with its new release frequency, establishing them as pioneer in cloud and finance technology. These releases are power packed with functional enhancements and new features bringing users the latest in financial management automation and excellence.

Sage Intacct releases updates to its services each quarter. These updates are automatic, require no action on your part, and include significant new features and product enhancements.

Client References

Wayne Metropolitan Community Action Agency
Hamtramck, Michigan
William Lane, CFO - wlane@waynemetro.org

Northeast Michigan Community Service Agency (NEMCSA)
Alpena, Michigan
Lisa Bolen, CEO - bolenl@nemcsa.org

Northeast Iowa Community Action Corp
Decorah, Iowa
Chrishelle Stravers, CFO - cstravers@neicac.org

Vendor Information

Legal Name	Wipfli LLP
Years in business	90+ (established 1930)
Headquarters address	10000 W Innovation Drive Suite 250 Milwaukee, WI 53226
Ownership (type and percentage)	Wipfli is a Limited Liability Partnership with 340 Partners, all with equal ownership.
Employees	Wipfli currently has 3,000+ employees. Associate makeup: 49% women/51% men 20% of our workforce belongs to one of our four Business Resource Groups (page 7)
Legal actions	Wipfli currently has no disputes, lawsuits, or judgments, nor any within the last five (5) years material to either the firm or the subject matter of this RFP.
Dun and Bradstreet	07-479-8513
Conflicts of interest with CAPK	Wipfli currently has no conflicts of interest with CAPK, material either to the firm or the subject matter of this RFP. Nor are there any current or former CAPK staff members employed with Wipfli LLP.
Insurance	Wipfli carries professional liability insurance with aggregate limits, deductibles and retention amounts which are appropriate for our business activity and similar to other firms of our size. The firm's insurance is underwritten by highly rated carriers on a June 1 to May 31 basis and is reviewed annually. Upon receipt of an approval to proceed, Wipfli can provide an official executed certificate of insurance to meet your requirements if needed.
Subcontractors	Wipfli will not require the use of subcontractors for this engagement.

Appendix A: Vendor Information

APPENDIX A

Community Action Partnership of Kern
 • Procurement Department •
 5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

VENDOR INFORMATION SHEET

Date: August 3, 2022 Prepared By: Wipfli LLP

Official Business Name: Wipfli LLP

DBA: N/A

Location Address: 10000 Innovation Drive, Suite 250; Milwaukee, WI 53226

Remit Address:	<u>PO Box 3160</u>	<u>Milwaukee</u>	<u>WI</u>	<u>53201-3160</u>
	Street	City	State	Zip
Contact Person:	<u>George Persekian</u>	Title:	<u>Senior Manager</u>	
Phone #:	<u>312.205.0977</u>	Accts. Receivable Phone #:	<u>833.409.2278</u>	
Fax #:	<u>414.431.9303</u>	Customer Service Phone #:	<u>414.431.9300</u>	
CAPK Vendor #:		E-mail Address:	<u>WipfliAccountsReceivable@wipfli.com</u>	
Federal ID # or SSN:	<u>39-0758449</u>	Type of Business:	<u>Limited Liability Partnership</u>	
Contractor Lic #:		Business Lic #:		City Issued:
General Liability Insurance Carrier & Policy #:	<u>Hanover Insurance Company #ZH1-D321126-04</u>			
Auto Liability Insurance Carrier & Policy #:	<u>Citizens Ins. Co of America #ZH-D321126-04</u>			
Workers Compensation Insurance Carrier & Policy #:	<u>Massachusetts Bay Insurance #WB1D287895-04</u>			

FEDERAL TAX CLASSIFICATION:

- Individual/Sole Proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/Estate
 Limited Liability Co. C = C Corp S = S Corp P = Partnership
 Other: _____

BUSINESS ENTITY/CLASSIFICATION:

- Board Member
 Employee
 Faith Based
 Fed Gov't
 For Profit
 Housing Collaborative
 Local Gov't
 Non-Profit
 Parent
 Post Secondary Ed
 Provider
 School District

SBA CLASSIFICATION:

It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises, Women's Business Enterprises and Veteran Business Enterprises.

- Minority-Owned
 Small Business
 Veteran-Owned
 Woman-Owned

Years in Business: 90+ Accept Purchase Orders: Yes No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: _____
 Title: _____ Date: _____

REV. 012010

Appendix B: Vendor W-9

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																		
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Wipfli LLP</p>																																				
<p>2 Business name/disregarded entity name, if different from above</p>																																				
<p>Print or type. See Specific Instructions on page 3.</p>	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____ </p>																																			
<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Apply to accounts maintained outside the U.S.)</p>																																				
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>11 Scott Street, PO Box 8010</p>		<p>Requester's name and address (optional)</p>																																		
<p>6 City, state, and ZIP code</p> <p>Wausau, WI 54402-8010</p>																																				
<p>7 List account number(s) here (optional)</p>																																				
<p>Part I Taxpayer Identification Number (TIN)</p>																																				
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																				
		<p>Social security number</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> <p>Or</p> <p>Employer identification number</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">3</td> <td style="width: 20px;">9</td> <td style="width: 20px;">-</td> <td style="width: 20px;">0</td> <td style="width: 20px;">7</td> <td style="width: 20px;">5</td> <td style="width: 20px;">8</td> <td style="width: 20px;">4</td> <td style="width: 20px;">4</td> <td style="width: 20px;">9</td> </tr> </table>																									3	9	-	0	7	5	8	4	4	9
3	9	-	0	7	5	8	4	4	9																											
<p>Part II Certification</p>																																				
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																				
<p>Sign Here</p>	<p>Signature of U.S. person ► <i>Steve Seidl</i></p>	<p>Date ► 1/3/2022</p>																																		
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																																				
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 10-2018)</p>																																		

Appendix C: Additional Terms and Conditions

APPENDIX C

Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

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1

Commented [NH1]: Will require additional review from Wipfli Legal as this differs from the Terms and Conditions signed previously between CAP K and Wipfli in 2019.

Commented [NH2]: Will require additional review from Wipfli Legal as this differs from the Terms and Conditions signed previously between CAP K and Wipfli in 2019.

Commented [NH3]: Will require additional review from Wipfli Legal as this differs from the Terms and Conditions signed previously between CAP K and Wipfli in 2019.

Commented [NH4]: Will require additional review from Wipfli Legal as this differs from the Terms and Conditions signed previously between CAP K and Wipfli in 2019.

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11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.

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13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.

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14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.

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15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."

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16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

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may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

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(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

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18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

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- a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- b. Provide coverage for owned, non-owned and hired autos.
- c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Contract.

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f. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

Deleted: Agreement.

g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

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Commented [NH5]: Will require additional review from Wipfli Legal as this differs from the Terms and Conditions signed previously between CAP K and Wipfli in 2019.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A:VII, must be declared prior to execution of the Contract and approved by CAPK in writing.

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Commented [NH6]: Will require additional review from Wipfli Legal as this differs from the Terms and Conditions signed previously between CAP K and Wipfli in 2019.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

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The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

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Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

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Signature

Date

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Print Name

Company Name

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Appendix D: CAPK Acknowledgement of RFI

Community Action Partnership of Kern (CAPK) | 5005 Business Park N | Bakersfield, CA 93309 | 561.336.5235



RFI Response
ID: 001
Date Sent: July 28, 2022

Project: Accounting and Financial Software
Subject: Questions Regarding RFP FIN 2022-001
Sent Via: Email
Discipline: Finance Department

Questions and Responses:

1. Regarding Appendix C: Our Attorney reviewed this and added some comments. We are unable to sign this as there's a couple insurance areas that our policy doesn't cover and there's generic endorsement language which we'll need clarification on. Can you please look at this and let me know if you have any feedback. Is it correct that if this is not signed, you will not accept our RFP?

The RFP will be accepted as long as the exceptions are noted, and the document signed with that language accepted.

To address comments: Dispute resolution will be addressed at the time of contract where both parties will agree upon method and location. Insurance endorsements: Naming Community Action Partnership of Kern as additional insured is sufficient.

2. Do you already own MS Dynamics? "They system shall also be capable of connecting via API to MS Dynamics?"
 - o If so, which Dynamics product do you own?
Dynamics GP, D365 Business Central, Dynamics NAV, Dynamics CRM

We are currently using MS Dynamics Customer Services

3. What is your budget for this project?

We are electing not to disclose a budget.

4. Bank Reconciliation:

- o Do you need ACH for both vendors and customers?
Yes
- o Number of Bank Accounts?
5
- o Number of Banks?
One
- o Do you need Positive Pay?
Yes
- o Do you need Cash Flow?
Yes

5. Can you explain what you use API for? Is this another system?

We anticipate using the API to tie financial information to our customer relations management system in MS Dynamics. We are also looking to develop workflows from applications within Dynamics to kick off requisitions.

6. Do you have multiple companies / legal entities to set up or just one legal entity?
• If multiple, please list and explain what they do.

One legal entity.

7. Do you use Office 365?

Yes

8. Users/Licenses - Dynamics 365 sells Named licenses, not concurrent. You mentioned to quote 30 Concurrent licenses - How many Named licenses should we quote?

30 named licenses

9. Multicurrency needs? If so, which currencies?

None

10. You are not using Inventory today, but you would like to include it in the RFP. Were there any specific requirements around inventory that we should be aware of to add in the RFP?

We will need the ability to track our Fixed Asset inventory as put lined on page 3 of the RFP. We do not anticipate needing an additional inventory system outside of fixed assets. We do not track assets that do not meet the threshold for Fixed Assets.

11. Accounts Receivable module is needed but no requirements. Can you share the requirements for AR?

- Provides for the upload of files with Electronic Fund Transfers for customer payments.
- Establishes default account distributions for each type of billing.
- Allows for the attachment of documents to transactions.
- Supports recurring billings.
- Provides for customer database with detailed customer information.
- Generates paper invoices and account statements.

12. Can you please give more detail on features needed for "cash and accrual" systems (i.e. are you running a separate cash accounting system)?

We do not run a separate cash system. We need the system to be able to recognize income and expenses when they are received in line with both the cash method (recognized when funds are received) and accrual method (when the expense occurs, or revenue is earned).

13. Surrounding API:

- a. Do you have a current vendor that you are looking to keep and integrate for purchasing?
No, a new requisition system is required.
- b. Are you interested in us simply detailing our API capabilities?
Yes
- c. Would you like us to go ahead and quote our purchasing solution as a replacement?
Yes, purchasing is one of the requirements of the RFP

14. The timeline states a notification of award by August 25th. Are you holding any meetings with vendors in between the timeline of August 3rd – August 23rd?

After the review of proposals, meetings may be held.

15. You mentioned in the RFP the ability to retain a minimum of 7 fiscal years of history. Do you anticipate migrating over 7 years of data or how much historical data (detailed or summarized) do you anticipate bringing over into the new solution?

We would prefer all 7 years.

16. Would you like us to add any options to help support your team with project management of the new solution? We would still have a PM assigned on the Wipfli team to lead the implementation, so this would be a project manager assigned to support and represent the CAP K team in the implementation process.

Yes, we will need assistance with project management.

SIGNED ACKNOWLEDGEMENT OF RFI MUST BE SUBMITTED WITH PROPOSAL



Kerri Davis, Business Manager

Acknowledgment/Receipt of RFI



Signature Date

07/28/2022

Community Action Partnership of Kern
RFP HS 2021-003

Page 3 of 3

RFP FIN 2022-001 Accounting and Financial Management Software

Vendor: Unit4

Factors:	Possible Points	Scorer name: GA	Scorer name : TW	Scorer name: EW	Scorer name:KD
		Awarded Points	Awarded Points	Awarded Points	Awarded Points
1) Qualifications and Experience: Consultant history and philosophy	20	10	15	12	10
2) References: Do you have experience with clients that are similar to CAPK? Please provide 3 references, including email addresses and phone numbers.	15	6	7	6	6
3) General Ledger	10	7	8	8	7
4) Budget Preparation	10	8	8	8	8
5) Financial Reporting	10	9	8	9	8
6) Accounts Payable	10	8	9	9	9
7) Allocation Management	10	5	5	5	5
8) Fixed Asset Accounting	10	9	9	9	9
9) Purchasing	10	8	9	8	8
10) Grant Management & Revenue Recognition	10	9	9	9	9
11) Functionality	10	7	7	7	7
12) Implementation, Training and Support	10	7	7	7	7
13) Fees and costs: Provide cost for all requested training. Describe what your proposed billing process will be	15	11	11	12	12
Total:	150	104	112	109	105

Cummulative Total:
Score

430
71.67%

RFP FIN 2022-001 Accounting and Financial Management Software

Vendor: Wipfli

Factors:	Possible Points	Scorer name: GA	Scorer name :TW	Scorer name:EW	Scorer name:KD
		Awarded Points	Awarded Points	Awarded Points	Awarded Points
1) Qualifications and Experience: Consultant history and philosophy	20	18	19	19	19
2) References: Do you have experience with clients that are similar to CAPK? Please provide 3 references, including email addresses and phone numbers.	15	15	15	15	15
3) General Ledger	10	9	9	9	9
4) Budget Preparation	10	8	8	8	8
5) Financial Reporting	10	9	9	9	9
6) Accounts Payable	10	9	9	9	9
7) Allocation Management	10	8	8	8	8
8) Fixed Asset Accounting	10	10	10	10	10
9) Purchasing	10	9	9	9	9
10) Grant Management & Revenue Recognition	10	8	8	8	8
11) Functionality	10	8	8	8	8
12) Implementation	10	10	9	9	9
13) Fees and costs: Provide cost for all requested training. Describe what your proposed billing process will be	15	TBD	TBD	TBD	TBD
Total:	150	103	102	102	102

Cummulative Total: 409
Score 68.17%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23**

	Program Services					Support Services			Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	COVID Response	TOTAL	
Revenue									
Government Revenue	\$ 62,009,643	\$ 20,257,591	\$ 6,322,316	\$ 5,769,906	\$ 1,530,496	\$ -	\$ 3,602,032	\$ 99,491,984	\$ -
Head Start Subsidy for CACFP	(870,245)	870,245	-	-	-	-	-	-	-
Private Revenue	-	3,050,000	-	644,392	-	11,520	-	3,705,912	-
Other Revenue	1,602	478,247	-	-	-	1,205	-	481,054	7,597,038
Donations	-	196,040	-	-	-	10,000	-	206,040	-
Total Revenue	\$ 61,141,000	\$ 24,852,123	\$ 6,322,316	\$ 6,414,298	\$ 1,530,496	\$ 22,725	\$ 3,602,032	\$ 103,884,990	\$ 7,597,038
Expenditures									
Salaries	27,451,264	4,210,991	2,072,237	2,555,412	890,550	123,600	1,274,188	38,578,242	4,122,037
Benefits	8,315,926	1,260,035	436,716	664,456	238,729	25,956	218,713	11,160,531	927,258
Travel	492,583	91,246	51,475	22,313	15,740	22,100	26,473	721,930	67,900
Space Cost	6,305,378	15,205,613	237,187	1,200,276	161,300	5,700	89,133	23,204,587	184,200
Supplies	2,644,635	211,553	84,506	217,849	24,699	14,750	55,869	3,253,861	190,000
Equipment	100,000	724,960	6,419	-	-	-	-	831,379	-
Consultant/Contract	1,369,385	563,961	1,037,085	412,936	2,750	35,000	374,433	3,795,550	1,288,000 ^A
Other Operating Costs	1,130,700	378,585	927,356	491,102	51,480	56,310	416,750	3,452,283	474,125
Program Costs	7,769,839	1,436,167	868,172	292,916	3,000	-	907,088	11,277,182	-
Depreciation	297,840	3,600	-	-	-	-	-	301,440	31,500
Indirect	5,263,450	765,412	601,163	557,038	142,248	28,342	239,385	7,597,038	-
Total Expenditures	\$ 61,141,000	\$ 24,852,123	\$ 6,322,316	\$ 6,414,298	\$ 1,530,496	\$ 311,758	\$ 3,602,032	\$ 104,174,023	\$ 7,285,020
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (289,033)	\$ -	\$ (289,033)	\$ 312,018

One-Time COVID Indirect Surplus (239,385)

Ongoing Indirect Surplus \$ 72,633

A. Grant writing consultant \$150,000 & Marketing consultant \$78,000 (ongoing expense)

Accounting software implementation \$300,000 (one time expense)

B. Accounting software subscription (6 months) \$37,500

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2022/23
BUDGET REVISION #1 (PROPOSED CHANGES)**

	Program Services					Support Services		TOTAL	Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	COVID Response		
Revenue									
Government Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Head Start Subsidy for CACFP	-	-	-	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures									
Salaries	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-
Space Cost	-	-	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-	-	37,500
Equipment	-	-	-	-	-	-	-	-	-
Consultant/Contract	-	-	-	-	-	-	-	-	200,000 ^A
Other Operating Costs	-	-	-	-	-	-	-	-	-
Program Costs	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-
Indirect	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,500
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (237,500)

One-Time COVID Indirect Surplus _____ -
Ongoing Indirect Surplus \$ (237,500)

- A. Grant writing consultant \$150,000 & Marketing consultant \$78,000 (ongoing expense)
Accounting software implementation \$300,000 (one time expense)
B. Accounting software subscription (6 months) \$37,500

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23**

	Program Services					Support Services			Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	COVID Response	TOTAL	
Revenue									
Government Revenue	\$ 62,009,643	\$ 20,257,591	\$ 6,322,316	\$ 5,769,906	\$ 1,530,496	\$ -	\$ 3,602,032	\$ 99,491,984	\$ -
Head Start Subsidy for CACFP	(870,245)	870,245	-	-	-	-	-	-	-
Private Revenue	-	3,050,000	-	644,392	-	11,520	-	3,705,912	-
Other Revenue	1,602	478,247	-	-	-	1,205	-	481,054	7,597,038
Donations	-	196,040	-	-	-	10,000	-	206,040	-
Total Revenue	\$ 61,141,000	\$ 24,852,123	\$ 6,322,316	\$ 6,414,298	\$ 1,530,496	\$ 22,725	\$ 3,602,032	\$ 103,884,990	\$ 7,597,038
Expenditures									
Salaries	27,451,264	4,210,991	2,072,237	2,555,412	890,550	123,600	1,274,188	38,578,242	4,122,037
Benefits	8,315,926	1,260,035	436,716	664,456	238,729	25,956	218,713	11,160,531	927,258
Travel	492,583	91,246	51,475	22,313	15,740	22,100	26,473	721,930	67,900
Space Cost	6,305,378	15,205,613	237,187	1,200,276	161,300	5,700	89,133	23,204,587	184,200
Supplies	2,644,635	211,553	84,506	217,849	24,699	14,750	55,869	3,253,861	152,500 ^B
Equipment	100,000	724,960	6,419	-	-	-	-	831,379	-
Consultant/Contract	1,369,385	563,961	1,037,085	412,936	2,750	35,000	374,433	3,795,550	1,088,000 ^A
Other Operating Costs	1,130,700	378,585	927,356	491,102	51,480	56,310	416,750	3,452,283	474,125
Program Costs	7,769,839	1,436,167	868,172	292,916	3,000	-	907,088	11,277,182	-
Depreciation	297,840	3,600	-	-	-	-	-	301,440	31,500
Indirect	5,263,450	765,412	601,163	557,038	142,248	28,342	239,385	7,597,038	-
Total Expenditures	\$ 61,141,000	\$ 24,852,123	\$ 6,322,316	\$ 6,414,298	\$ 1,530,496	\$ 311,758	\$ 3,602,032	\$ 104,174,023	\$ 7,047,520
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (289,033)	\$ -	\$ (289,033)	\$ 549,518

One-Time COVID Indirect Surplus (239,385)

A. Grant writing consultant \$150,000 & Marketing consultant \$78,000 (ongoing expense)
Accounting software implementation \$300,000 (one time expense)

Ongoing Indirect Surplus \$ 310,133

B. Accounting software subscription (6 months) \$37,500

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
FUNDING RELATED TO COVID**

	Education COVID Response & CARES	Nutrition COVID Response	Energy ARPA	Community Services COVID Response	CSBG CARES	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ 312,374	\$ 312,374
Other Government Revenue	-	-	1,704,658	1,585,000	-	3,289,658
Head Start Subsidy for CACFP	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
Donations	-	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ 1,704,658	\$ 1,585,000	\$ 312,374	\$ 3,602,032
Expenditures						
Salaries	-	-	898,884	275,000	100,304	1,274,188
Benefits	-	-	116,428	73,109	29,176	218,713
Travel	-	-	13,635	5,000	7,838	26,473
Space Cost	-	-	62,220	6,000	20,913	89,133
Supplies	-	-	25,570	2,500	27,799	55,869
Equipment	-	-	-	-	-	-
Consultant/Contract	-	-	19,433	355,000	-	374,433
Other Operating Costs	-	-	413,720	-	3,030	416,750
Program Costs	-	-	-	812,185	94,903	907,088
Depreciation	-	-	-	-	-	-
Indirect	-	-	154,768	56,206	28,411	239,385
Total Expenditures	\$ -	\$ -	\$ 1,704,658	\$ 1,585,000	\$ 312,374	\$ 3,602,032
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	0.0%	0.0%	13.0%	26.6%	29.1%	17.2%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
EDUCATION**

	Head Start	State Dept. of Education	San Joaquin COE	County of Kern Home Visit Initiative	Migrant Alternative Payment	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Revenue	38,408,253	8,204,779	2,064,238	3,460,624	9,871,749	62,009,643
Head Start Subsidy for CACFP	(870,245)	-	-	-	-	(870,245)
Private Revenue	-	-	-	-	-	-
Other Revenue	-	1,602	-	-	-	1,602
Donations	-	-	-	-	-	-
Total Revenue	\$ 37,538,008	\$ 8,206,381	\$ 2,064,238	\$ 3,460,624	\$ 9,871,749	\$ 61,141,000
Expenditures						
Salaries	17,798,635	5,588,875	1,456,669	1,847,685	759,400	27,451,264
Benefits	5,345,129	1,830,351	419,911	593,535	127,000	8,315,926
Travel	345,073	910	-	138,600	8,000	492,583
Space Cost	5,993,000	3,728	-	225,440	83,210	6,305,378
Supplies	2,351,102	9,270	-	270,263	14,000	2,644,635
Equipment	100,000	-	-	-	-	100,000
Consultant/Contract	1,336,723	14,300	-	10,562	7,800	1,369,385
Other Operating Costs	969,897	12,933	-	72,961	74,909	1,130,700
Program Costs	(137,523)	-	-	-	7,907,362	7,769,839
Depreciation	297,840	-	-	-	-	297,840
Indirect	3,138,132	746,014	187,658	301,578	890,068	5,263,450
Total Expenditures	\$ 37,538,008	\$ 8,206,381	\$ 2,064,238	\$ 3,460,624	\$ 9,871,749	\$ 61,141,000
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	30.0%	32.7%	28.8%	32.1%	16.7%	30.3%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
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								
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 397,316	\$ -	\$ 397,316
Other Government Revenue	4,212,059	1,491,998	1,272,351	177,633	1,449,984	1,527,944	11,575,606	20,257,591
Head Start Subsidy for CACFP	-	-	743,585	126,660	870,245	-	-	870,245
Private Revenue	-	-	-	-	-	50,000	3,000,000	3,050,000
Other Revenue	-	-	-	-	-	244,247	234,000	478,247
Donations	-	-	-	-	-	130,000	66,040	196,040
Total Revenue	\$ 4,212,059	\$ 1,491,998	\$ 2,015,936	\$ 304,293	\$ 2,320,229	\$ 2,349,507	\$ 14,875,646	\$ 10,373,793
Expenditures								
Salaries	2,511,777	535,396	605,614	-	605,614	831,644	-	4,484,431
Benefits	728,415	165,846	187,407	-	187,407	266,122	-	1,347,790
Travel	12,000	6,146	27,000	-	27,000	46,100	-	91,246
Space Cost	367,860	54,307	121,700	-	121,700	186,100	14,475,646	15,205,613
Supplies	40,657	11,706	86,000	-	86,000	73,190	-	211,553
Equipment	25,000	-	-	-	-	299,960	400,000	724,960
Consultant/Contract	-	553,361	-	-	-	10,600	-	563,961
Other Operating Costs	165,927	29,599	62,600	-	62,600	120,459	-	378,585
Program Costs	3,000	-	809,946	-	809,946	335,076	-	1,148,022
- Vended Meals	-	-	-	288,145	288,145	-	-	288,145
Depreciation	3,600	-	-	-	-	-	-	3,600
Indirect	353,823	135,637	115,669	16,148	131,817	180,256	-	801,533
Total Expenditures	\$ 4,212,059	\$ 1,491,998	\$ 2,015,936	\$ 304,293	\$ 2,320,229	\$ 2,349,507	\$ 14,875,646	\$ 10,373,793
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	29.0%	31.0%	30.9%		30.9%	32.0%		30.1%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
ENERGY CONSERVATION**

	Energy Conservation
Revenue	
Community Services Block Grant (CSBG)	\$ -
Other Government Revenue	6,322,316
Private Revenue	-
Other Revenue	-
Donations	-
Total Revenue	\$ 6,322,316
Expenditures	
Salaries	2,072,237
Benefits	436,716
Travel	51,475
Space Cost	237,187
Supplies	84,506
Equipment	6,419
Consultant/Contract	1,037,085
Other Operating Costs	927,356
Program Costs	868,172
Depreciation	-
Indirect	601,163
Total Expenditures	\$ 6,322,316
Gain/(Loss)	\$ -
Benefit Rate	21.1%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
COMMUNITY SERVICES**

	211	Homeless Services	E Kern Family Resource Center	Ridgecrest Resource Center	VITA	Youth Centers	TOTAL
Revenue							
Community Services Block Grant (CSBG)	\$ 66,747	\$ 17,031	\$ 20,924	\$ -	\$ 228,979	\$ 479,048	\$ 812,729
Other Government Revenue	614,149	3,735,375	367,663	164,656	829,235	58,828	5,769,906
Private Revenue	644,392	-	-	-	-	-	644,392
Other Revenue	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-
Total Revenue	\$ 1,325,288	\$ 3,752,406	\$ 388,587	\$ 164,656	\$ 1,058,214	\$ 537,876	\$ 7,227,027
Expenditures							
Salaries	807,633	1,259,165	223,700	112,215	319,739	229,895	2,952,347
Benefits	195,226	352,567	74,509	25,553	56,798	55,733	760,386
Travel	5,000	2,000	10,415	2,083	7,972	7,333	34,803
Space Cost	65,626	1,074,813	26,875	10,150	29,331	154,781	1,361,576
Supplies	56,557	144,838	3,918	1,696	19,428	11,111	237,548
Equipment	-	-	-	-	-	-	-
Consultant/Contract	10,186	-	500	500	403,750	750	415,686
Other Operating Costs	64,579	296,523	15,450	4,810	124,096	29,274	534,732
Program Costs	-	289,645	-	1,316	3,800	1,155	295,916
Depreciation	-	-	-	-	-	-	-
Indirect	120,481	332,855	33,220	6,333	93,300	47,844	634,033
Total Expenditures	\$ 1,325,288	\$ 3,752,406	\$ 388,587	\$ 164,656	\$ 1,058,214	\$ 537,876	\$ 7,227,027
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	24.2%	28.0%	33.3%	22.8%	17.8%	24.2%	25.8%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
COMMUNITY SERVICES BLOCK GRANT (CSBG)**

	Food Bank	211	E Kern	VITA	Youth Ctrs	CES	Program Admin	TOTAL
Revenue								
Community Services Block Grant (CSBG)	\$ 397,316	\$ 66,747	\$ 20,924	\$ 228,979	\$ 479,048	\$ 17,031	\$ 320,451	\$ 1,530,496
Other Government Revenue	-	-	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-	-
Total Revenue	\$ 397,316	\$ 66,747	\$ 20,924	\$ 228,979	\$ 479,048	\$ 17,031	\$ 320,451	\$ 1,530,496
Expenditures								
Salaries	273,440	48,543	9,667	126,235	212,490	-	220,175	890,550
Benefits	87,755	12,136	2,900	27,772	53,122	-	55,044	238,729
Travel	-	-	1,000	3,950	6,540	1,000	3,250	15,740
Space Cost	-	-	-	24,400	128,900	8,000	-	161,300
Supplies	-	-	-	5,158	9,695	4,846	5,000	24,699
Equipment	-	-	-	-	-	-	-	-
Consultant/Contract	-	-	-	2,000	750	-	-	2,750
Other Operating Costs	-	-	-	16,575	25,055	2,000	7,850	51,480
Program Costs	-	-	-	3,000	-	-	-	3,000
Depreciation	-	-	-	-	-	-	-	-
Indirect	36,121	6,068	7,357	19,889	42,496	1,185	29,132	142,248
Total Expenditures	\$ 397,316	\$ 66,747	\$ 20,924	\$ 228,979	\$ 479,048	\$ 17,031	\$ 320,451	\$ 1,530,496
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	32.1%	25.0%	30.0%	22.0%	25.0%	0.0%	25.0%	26.8%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
DISCRETIONARY FUND & FUND RAISING FUND**

	Discretionary	CAPK Foundation	Total
Revenue			
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -
Other Government Revenue	-	-	-
Private Revenue	11,520	-	11,520
Other Revenue	1,205	-	1,205
Donations	10,000	-	10,000
Transfer Released From Restriction	(303,552)	303,552	-
Total Revenue	\$ (280,827)	\$ 303,552	\$ 22,725
Expenditures			
Salaries	-	123,600	123,600
Benefits	-	25,956	25,956
Travel	-	22,100	22,100
Space Cost	2,200	3,500	5,700
Supplies	-	14,750	14,750
Equipment	-	-	-
Consultant/Contract	-	35,000	35,000
Other Operating Costs	5,260	51,050	56,310
Program Costs	-	-	-
Depreciation	-	-	-
Indirect	746	27,596	28,342
Total Expenditures	\$ 8,206	\$ 303,552	\$ 311,758
Gain/(Loss)	\$ (289,033)	\$ -	\$ (289,033)
Benefit Rate	0.0%	21.0%	21.0%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
INDIRECT FUND**

	Human Resources	Operations	Executive	Program Administration	Finance	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ 320,451	\$ -	\$ 320,451
Other Government Revenue	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	7,597,038
Donations	-	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ 320,451	\$ -	\$ 7,917,489
Expenditures						
Salaries	901,071	1,156,364	764,652	317,675	1,202,450	4,342,212
Benefits	198,236	300,655	160,577	82,344	240,490	982,302
Travel	9,000	23,500	24,200	6,450	8,000	71,150
Space Cost	-	181,200	-	-	3,000	184,200
Supplies	18,000	62,000	31,500	6,000	77,500	195,000
Equipment	-	-	-	-	-	-
Consultant/Contract	143,500	219,500	241,500	-	683,500	1,288,000
Other Operating Costs	18,500	298,075	114,650	8,850	41,900	481,975
Program Costs	-	-	-	-	-	-
Depreciation	-	31,500	-	-	-	31,500
Indirect	-	-	-	29,132	-	29,132
Total Expenditures	\$ 1,288,307	\$ 2,272,794	\$ 1,337,079	\$ 450,451	\$ 2,256,840	\$ 7,605,471
Gain/(Loss)						\$ 312,018
Benefit Rate	22.0%	26.0%	21.0%	25.9%	20.0%	22.6%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
INDIRECT FUND - FIVE YEAR HISTORY**

Line Items	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Revenue	\$ 4,827,346	\$ 5,059,589	\$ 5,799,844	\$ 6,862,349	\$ 7,471,110	\$ 7,917,489	6.0%
Expenditures							
Personnel Costs							
Salaries	2,614,903	2,820,260	3,070,550	3,601,982	3,983,144	4,342,212	9.0%
Benefits	605,877	674,091	756,241	875,486	931,312	982,302	5.5%
<i>Benefit Rate</i>	23.2%	23.9%	24.6%	24.3%	23.4%	22.6%	
Total Personnel Costs	\$ 3,220,780	\$ 3,494,351	\$ 3,826,791	\$ 4,477,468	\$ 4,914,456	\$ 5,324,514	8.3%
	67.6%	71.3%	72.5%	71.2%	71.9%	70.0%	
Operating Costs							
Travel	79,900	88,750	93,650	56,750	62,350	71,150	14.1%
Space Costs	190,700	187,900	186,800	193,300	206,370	215,700	4.5%
Supplies	147,277	138,400	166,500	119,400	150,200	195,000	29.8%
Equipment	5,223	-	-	-	196,000	-	-100.0%
Consultant/Contract	783,320	630,725	659,100	1,144,066	956,000	1,288,000	34.7%
Other Operating Costs	339,600	363,950	345,050	298,600	352,750	511,107	44.9%
Total Operating Costs	\$ 1,546,020	\$ 1,409,725	\$ 1,451,100	\$ 1,812,116	\$ 1,923,670	\$ 2,280,957	18.6%
	32.4%	28.7%	27.5%	28.8%	28.1%	30.0%	
Total Expenditures	\$ 4,766,800	\$ 4,904,076	\$ 5,277,891	\$ 6,289,584	\$ 6,838,126	\$ 7,605,471	11.2%
Excess Indirect Revenue	\$ 60,546	\$ 155,513	\$ 521,953	\$ 572,765	\$ 632,984	\$ 312,018	-50.7%

RECAP - EXPENDITURES BY SUPPORT DIVISION	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Operations	\$ 1,526,000	\$ 1,394,366	\$ 1,355,800	\$ 2,113,869	\$ 2,324,790	\$ 2,272,794	-2.2%
Human Resources	1,151,500	1,223,465	1,034,632	917,844	1,262,307	1,288,307	2.1%
Finance	1,049,800	1,046,900	1,563,775	1,757,619	1,786,550	2,256,840	26.3%
Program Administration	525,400	704,410	705,930	354,917	330,664	450,451	36.2%
Executive	514,100	534,935	612,204	1,145,335	1,133,815	1,337,079	17.9%
TOTAL	\$ 4,766,800	\$ 4,904,076	\$ 5,272,341	\$ 6,289,584	\$ 6,838,126	\$ 7,605,471	11.2%

**COMMUNITY ACTION PARTNERSHIP OF KERN
ANNUAL BUDGET 2022/23
AGENCY-WIDE - FIVE YEAR HISTORY**

EXPENDITURES BY PROGRAM SERVICE	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Education	\$ 42,473,221	\$ 54,886,617	\$ 60,024,566	\$ 61,574,517	\$ 61,141,000	-0.7%
Nutrition	7,569,576	8,687,954	9,221,197	9,378,845	24,852,123	165.0%
Energy Conservation	4,138,200	5,746,308	6,867,228	6,424,164	6,322,316	-1.6%
Community Services	1,194,256	1,549,312	4,715,591	4,764,987	6,414,298	34.6%
CSBG	1,469,183	1,489,531	1,489,531	1,535,543	1,530,496	-0.3%
Discretionary & Fund Raising	41,035	41,233	203,689	284,270	311,758	9.7%
COVID Response	-	-	-	4,259,035	3,602,032	-15.4%
Total Annual Budget	\$ 56,885,471	\$ 72,400,955	\$ 82,521,802	\$ 88,221,361	\$ 104,174,023	18.1%

RECAP - EXPENDITURES BY CATEGORY	FY 2018/19 Budget	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	PROPOSED FY 2022/23 Budget	% Change 2022/23 Budget to 2021/22 Budget
Salaries	\$ 25,995,600	\$ 30,816,989	\$ 33,631,062	\$ 38,932,538	\$ 38,578,242	-0.9%
Benefits	7,979,525	9,792,653	10,374,228	11,352,568	11,160,531	-1.7%
Travel	536,271	604,666	814,611	723,003	721,930	-0.1%
Space Cost	3,458,335	7,496,553	10,436,885	8,378,137	23,204,587	177.0%
Supplies	1,796,041	2,343,556	2,061,180	2,639,488	3,253,861	23.3%
Equipment	211,038	99,000	92,760	291,353	831,379	185.4%
Consultant/Contract	954,462	2,765,704	4,177,786	4,224,507	3,795,550	-10.2%
Other Operating Cost	2,259,160	2,805,782	2,720,184	2,571,193	3,452,283	34.3%
Program Costs	8,328,674	9,513,508	11,039,753	11,336,024	11,277,182	-0.5%
Depreciation	306,776	362,700	311,004	301,440	301,440	0.0%
Indirect	5,059,589	5,799,844	6,862,349	7,471,110	7,597,038	1.7%
TOTAL	\$ 56,885,471	\$ 72,400,955	\$ 82,521,802	\$ 88,221,361	\$ 104,174,023	18.1%

A top-down view of several children sitting around a large white sheet of paper, drawing various school-related items. The drawings include a central schoolhouse with a clock tower, a globe, a microscope, a lightbulb, a backpack, a calculator, a ruler, a pair of scissors, a gift box, a girl at a desk, a boy with a bell, a girl with a book, and a boy with a magnifying glass over the number 3. There are also drawings of a girl with a book, a boy with a book, and a girl with a book. The children are using various colored pencils and markers to draw these items. The scene is brightly lit, and the children appear to be engaged in a collaborative activity.

Head Start Updates

Yolanda Gonzales

Director of Head Start/State Child Development







Lego table /
Mesa de lego

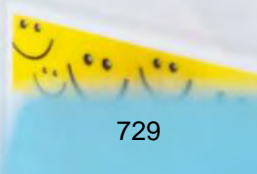
LEGO









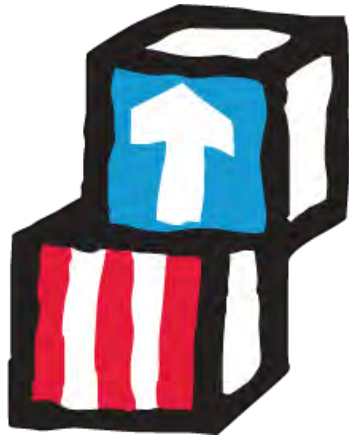












Head Start

A Program of *CAPK*



MEMORANDUM

To: Board of Directors

Lisa Gonzales

From: Lisa Gonzales, Program Governance Coordinator

Date: August 24, 2022

Subject: *Agenda Item VII(a)*: August Policy Council Report – **Action Item**

The Policy Council met on June 28, 2022, at which time quorum was established. This meeting was conducted via teleconference as per California Governor Executive Order N-25-20.

A request was made from the Head Start and State Child Development division to submit a budget revision to the Office of Head Start for the 2022-2023 funding year. Information the basis for this request was shared with members. This included adjustments to program option revisions as well as staffing patterns. Draft budget detail was provided and shared with members. Upon conclusion of the presentation and subsequent discussion, which included a question-and-answer component, the submission of the budget revision request for the Head Start and Early Head Start grant #09CH011132 was unanimously approved by Policy Council.

Additional, new business included a request for approval of the 2022-2023 Head Start and Early Head Start School Readiness Goals. Members were informed that goals are developed using end of year data, and in collaboration with key stakeholders. A noted point of importance shared was that school readiness goals are divided into five domains that align with Head Start Early Learning Outcomes and the Desired Results System. The proposed document was provided to members. The Policy Council unanimously approved the 2022-2023 Head Start and Early Head Start School Readiness Goals.

The next Policy Council meeting is scheduled for September 27, 2022.

Recommendation:

The Policy Council requests Board approval of the June Report and the Policy Council meeting minutes from June 28, 2022.

Attachment:

Policy Council Meeting Minutes from June 28, 2022.

**COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL COMMITTEE MEETING MINUTES**

June 28, 2022

Teleconference ID: 710 311 519#

Per Governor's Executive Order N-25-20

1. Call to Order

Policy Council Chairperson, Andrea Martinez called the meeting to order at 5:31 p.m.

a. Policy Council Secretary, Monique McWilliams conducted roll call; quorum was established.

Policy Council Members Present: Dominique Bassi, Monique McWilliams, Isabelle Diaz, Teresa Fajardo, Nila Hogan, Kaylonie Howard, Michelle Jara-Rangel, Anastasia Lester, Andrea Martinez, Ashley McAllister, Jasmine Ponce

2. Public Comments

The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the Policy Council will take no action other than that referring the item(s) to staff for study and analysis. Speakers are limited to three minutes each. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.

None

3. Standing Committee Reports

a. School Readiness Committee

The current school readiness goal is social emotional. Children are having a blast with the summer fun activities taking place. ReadyRosie s'more newsletters have been sent to parents; they contain summer fun calendars as well as fun activities that can be done at home. Developmental Profile Assessments will begin on July 1, 2022 for children enrolled in full year programs. Parents are encouraged to support this process by completing the DRDP Parent Observation form. Parent conferences will be conducted August 30 through September 9, 2022.

b. Planning Committee

The Policy Council Planning Committee met on June 7, 2022; quorum was established. The Division/Program monthly activity report for May 2022 was reviewed with the committee. This included enrollment information for Head Start and Early Head Start, with Head Start at 75% and Early Head Start at 61% enrollment. The Child Adult Care Food Program (CACFP) noted 58,475 meals were prepared by the Central Kitchen in April 2022. The division staffing report noted there are 595 employees with 106 vacant positions. There are also thirty-five employees on family leave and ninety-two on intermittent leave. The Enrollment and Attendance team attended ten community events in Kern and San Joaquin Counties. A presentation on program options and revisions was provided to the committee. This included information on a reduction of 139 slots to support in recruiting and retaining staff who work directly with children as well as to support a permanent increase in salaries for staff in that category.

c. Budget & Finance Committee

The Budget and Finance Committee had a scheduled meeting on June 21, 2022 however quorum was not met; therefore, all information will be presented this evening to the full Council. The next meeting is scheduled for August 16, 2022 at 5:30 p.m.

d. Bylaws Committee

The Bylaws Committee met on June 14, 2022 and continued the review of the self-paced Governance Module Training. This second module was, *Head Start Law and Regulations* which discussed the legislative and regulatory requirements for all Head Start Programs. Also reviewed were the roles of the governing body, policy council and management staff as well as the composition requirements for governing bodies. This module referenced the Head Start Program Performance Standards, Head Start Act and Uniform Guidance. Committee members participated in several scenarios and multiple-choice quiz questions. There was also brief discussion on the possibility of adding one more meeting to the Bylaws meeting schedule. The consensus was that this would be tabled and revisited at the August meeting. The next meeting is scheduled for August 9, 2022 at 5:30 p.m. on Microsoft Teams.

4. Presentations

a. Summer Safety – Brian Bowman, Battalion Chief/Public Information Officer, Bakersfield City Fire Department

Chief Bowman shared information with members regarding water safety. He stated water safety is

more than swimming pools which is what comes to mind for most. Water safety includes lakes and rivers as well. The number one and most important thing is to make sure children know how to swim. Even very young children can learn how to swim; this is the most vital factor. It was stated there are several programs/classes offered in the community that teach swimming. Chief Bowman went on to say it is also critical to have someone who is watching the body of water, whether at a house, watching the pool or out on the lake, at the beach or any other body of water. He added one of the biggest situations that arise, is adults get busy cooking, or socializing and their attention is taken away from the body of water and all it takes is a split second for an accident to occur. This is one reason why it is so important to have a designated person always watching. The importance of barriers if you have a pool or body of water at your home is another added protection. An alarm system is an extra resource as well. Chief Bowman shared current code in the city of Bakersfield when building a pool in your backyard is that you must have audible alarms on all doors that lead to the exterior of the home. He added if you already have a pool at your home or buy a home with a pool and there **aren't any** alarms it is a good idea to install them as it just takes a fraction of a second for something to happen. He also noted in Kern County there is the Kern River which is extremely dangerous. When it is hot out and the river is flowing it may look very enticing however there are many hidden obstacles underneath the water, even if only a couple of feet deep. There is vegetation that has been growing and suddenly you have water in the river and those trees and what not get hidden, **and you can't see** them, but they can cause grave danger. **He added people sometimes think they are a "good swimmer" they** can avoid any dangers but being a good swimmer in a pool is much different when you are in the river. The importance of having a buddy when in the water was addressed as was a wearing personal floatation device. **He clarified that a personal floatation device isn't floaties, arm rings or a raft from a** local chain store; it is a Coast Guard certified device that can mean the difference between life and death.

With the upcoming July 4th holiday Chief Bowman spoke about firework safety stating it is a multilayered topic beginning with the purchase of your fireworks. He shared that across the entire state of California it is illegal to purchase fireworks that do not carry the state Fire Marshal seal. The state Fire Marshal regulates all pyrotechnics in all of California and are safe for everyday citizen use if they are used in the proper way and are legal where you plan to use them. It was added there a few types of fireworks that are legal in Kern County but illegal within the city limits of Bakersfield. The next step is to ensure you are igniting your fireworks in a safe manner. The most important factor is that they are not lit in a combustible area; **you don't want to ignite in** a field of dry grass or underneath dry vegetation or trees. Another component Chief Bowman addressed is having one person being the designated igniter, preferably an adult or at least older teen. Close attention should be paid to children and pets, keeping pets secured and away from fireworks as they can become frightened. The final factor is to have some type of water source nearby. This could be a garden hose, bucket of water, or some other type of water source. He shared a handful of fires each year are started when the fireworks have been ignited and clean-up is taking place with spent fireworks being placed in a trash can and hours later a fire has erupted. Chief Bowman stated fireworks stay hot for a very long time. They consist of many kinds of gun powder ammunition and are insulated by the cardboard they are encased in so that when using no one is burned. The best thing to do to avoid an accidental fire from used fireworks is to soak your fireworks in water before disposing of them in a trash receptacle.

In closing Chief Bowman shared a new implementation this year is the use of drones. There will be drones flying above and you may not see them, but they will see you. If they detect an infraction such as illegal fireworks or setting them at undesignated times you will receive a fine of \$1000 for each infraction. He added that if you are the homeowner and someone (a guest) sets off an illegal firework, you will receive the fine, not your guest who brought the illegal firework over and set it off. There is an approximate 120% increase in 9-1-1 calls on the 4th of July with 260 calls received last year as well as an additional seven thousand calls on the fireworks hotline in a span of two days. An opportunity was provided for questions for which there were several that Chief Bowman provided responses and clarification for.

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 – April 26, 2022 (English/Spanish)
- b. Bylaws Committee Minutes – April 28, 2022 (English/Spanish)
- c. School Readiness Committee Minutes – April 7, 2022 (English/Spanish)
- d. Budget & Finance Committee Minutes – April 19, 2022 (English/Spanish)
- e. Planning Committee Minutes – May 3, 2022 (English/Spanish)
- f. Head Start Budget vs. Actual Expenditures, March 1, 2022, to April 30, 2022
- g. Early Head Start Budget vs. Actual Expenditures, March 1, 2022, to April 30, 2022
- h. American Rescue Funding Expenditures April 1, 2021 to April 30, 2022
- i. Parent Local Travel & Childcare through April 30, 2022
- j. Parent Activity Funds through April 30, 2022
- k. Kern Head Start and Early Head Start Non-Federal Report, March 1, 2022, to April 30, 2022
- l. San Joaquin Early Head Start Non-Federal Report, March 1, 2022, to April 30, 2022
- m. Kern Early Head Start Child Care Partnerships Non-Federal Report, March 1, 2022 to April 30, 2022
- n. Head Start Program Review Evaluation (PRE) Report – April
- o. **Children's** Mobile Immunization Clinic – June 2022; Adventist Health (English/Spanish)
- p. Medi-Cal Flyer - Department of Human Services (English/Spanish)
- q. **Children's System of Care** – Kern Behavioral Health & Recovery Services
- r. My Mental Health: Do I Need Help? – National Institute of Mental Health (English/Spanish)
- s. 5 Action Steps for Helping Someone in Emotional Pain – National Institute of Mental Health (English/Spanish)
- t. No Cost Parent Education Courses – Bakersfield College, Adult Education
- u. Dream Center Wish List – Kern County Network for Children
- v. Teachable Moments: How to Use Social Stories to Teach Your Child New Skills and Expectations – Backpack Connection Series (English/Spanish)
- w. Head Start Recruitment Flyer
- x. Home Visiting Program Flyer
- y. Planning Committee Meeting Dates
- z. Budget & Finance Committee Meeting Dates
- aa. Bylaws Committee Meeting Dates
- bb. School Readiness Meeting Dates
- cc. Policy Council Meeting Dates

Items (e) through (k) were removed from the consent agenda for review and discussion as they were not reviewed at the recent Budget & Finance Committee meeting due to lack of quorum. Louis Rodriguez, Finance Administrator reviewed in detail budget to actual reports for all grants including American Rescue Plan Funding. Additional information shared included, in-kind totals as well as Parent Local Travel and Parent Activity Funds. Upon conclusion of review of the reports, Ashley McAllister made a motion to approve consent items (a) through (cc); seconded by Teresa Fajardo. Motion carried unanimously.

6. New Business

*ACTION

- a. Head Start/Early Head Start Budget Revision – Jerry Meade, Assistant Director – Program
 Jerry stated the leadership team has spent a significant amount of time looking at various strategies to provide relief to current staffing issues, under enrollment concerns and revenue shortfalls which have been experienced over the last several months. He continued to share the Office of Head Start will be reinstating the enrollment monitoring protocols with the requirement of programs meeting full enrollment. It was added if our program has four consecutive months of under enrollment our grant will be put on a plan of action to reach full enrollment with potential penalties of losing funding to the program. The leadership team also reviewed various sources of data to assist in making an informed decision as to how to move forward. This data included staff surveys, exit interview surveys, attendance data, wage comparability data and many other sources of data available. Discussion also took place as to how program can support additional wage compensation to direct service staff (teacher, family service working staff) to entice them to apply as well as to support the retention of current staff not leaving our agency and seeking employment elsewhere. Jerry shared these were difficult conversations as we know there is a significantly high need in our communities for our services, with the reality being that we only have 83% of our workforce onboarded. It was shared this translates to thirty-one classrooms that are fully closed as well as seven classrooms that are partially closed across our program. This in turn represents 385 children not being served due to classroom closures. Jerry stated staffing is an issue not only within our program but nationally; statistics were shared with

members. Through many meetings, much discussion, various scenarios the leadership team concluded that in closing thirteen of the already closed classrooms, we could support a higher wage to attract and retain staff and continue to recruit for the balance of the closed classrooms that we would reopen. This would mean 162 children in total from our current funded enrollment would not be served based upon this revised program option (75 Head Start and 87 infants). Jerry pointed out that in looking at the future, we can see that President Biden's 2023 budget includes \$950 million in Early Head Start and Head Start expansion. If approved by Congress, we can look at the potential of having the ability to go back and reopen some of these classrooms we are intentionally keeping closed. There are savings to the budget based upon this program option, therefore a budget revision was necessary. Specific and detailed budget revision information was shared and reviewed with members. It was noted the budget detail was in the current Policy Council packet. Upon conclusion of the presentation there was an opportunity for questions, for which there were several. An inquiry was made as to if the reduction in staff would be for line staff only. It was stated of the fifty-seven positions forty-two are line staff and the balance is administrative. Additionally, it was asked what center classrooms will be closed. It was stated there is a "sprinkling" of classrooms, there is not one entire center. There are classrooms "here and there" with one location in San Joaquin County that will be fully closed. This center has not had staff or children for the entire program year. This site will be used for Home Based socializations. It was also asked if the (13) classrooms to be closed were selected as a random decision or based upon revenue or other factors. Jerry shared the decision was not random at all. It was based on locations where there was currently either a low waitlist, or a challenge to find staff or a combination of both. It was also noted that the selected classrooms were already all closed, due to having no staff to open them. A question was asked regarding a statement made during the presentation about USDA funding being significantly reduced and if state funding too would be significantly reduced. Jerry provided clarification stating there isn't a limit on what we can earn however the only way we receive USDA money is if the child walks through the door, sits in a seat and eats a meal. He added when looking at attendance this is a significant reason why we aren't fully earning our USDA contract, because of absences. It was added that enrollment is a big impact as well because if we don't have a child enrolled to fill that seat then those funds can't be earned either. When sending meals, we send a quantity equal to the number of enrolled children. If those children don't attend, we don't get reimbursed for that meal even though it has already been cooked and delivered. Jerry shared that we have a good opportunity to expand our state funding because there are so many programs in the state of California that haven't fully earned their revenue due to enrollment issues. Money is being given back to the state and redistributed to program who have reached full enrollment. He stated if we reach full enrollment and fully certify 100% of our children that are state certifiable, we can potentially apply for additional state money. Questions continued regarding classrooms being constructed and a church partnership. Information was shared specific to all questions posed. In addition, it was also shared that two facilities' leases with the Greenfield Unified School District were not renewed. A question regarding the budget revision was asked specific to the removal of two software programs used for data collection and what exactly does that mean for this collection process. It was stated that while the use of these two programs was budgeted, we will not be using them but will instead use another software program we already have. Teresa Fajardo made a motion to approve the 2022 Head Star/Early Head Start budget revision; seconded by Michelle Jara-Rangel. Motion carried unanimously.

b. 2022-2023 Head Start/Early Head Start School Readiness Goals – Carolyn Coffey, Administrator of Education and Support Services

Carolyn reminded members the opportunity she had at the May Policy Council meeting to share end of year data. She added that the data shared is what's used to develop school readiness goals. Carolyn stated the school readiness goals drive and strengthen our educational year by offering different strategies and training to our staff and to families to help create higher outcomes. Carolyn shared those goals are divided into five developmental domains which are aligned with California's early learning and development system and the Head Start early learning outcomes framework. It was added that each domain has a goal, an objective, effective teaching strategies for teachers to use in the classroom as well as effective family activities that can be used at home to help achieve these goals. Carolyn thanked members of the Policy Council School Readiness Committee, Monique, Teresa, and Anastasia, for their consultation, input and expertise. Teresa Fajardo made a motion to approve the 2022-2023 Head Start/Early Head Start School Readiness Goals; seconded by Monique Davis. Motion carried unanimously.

7. Standing Reports

a. Program Governance – Lisa Gonzales, Program Governance Coordinator

Lisa thanked attendees for taking the time to join **tonight's meeting** noting there was a full agenda. She touched on a few items that could be found in the Policy Council packet. The first item was a list of the cooling centers located in Kern County, along with their hours of operation and address. With temperatures rising she reminded everyone to drink plenty of water to stay hydrated and if possible, avoid being outdoors. She encouraged all to be familiarize themselves with the signs of heat exhaustion as well as heat stroke. In continuing the theme around heat safety Lisa spoke to the importance of always checking your backseat if you have children so as not to forget and accidentally leave them in your vehicle. She stated that it may sound ridiculous to think that anyone **could "forget" their child**, but it happens more often than one would think. She shared alarming statistics with the group noting in 2022 there have already been six such deaths.

Lisa reminded members there is still time to sign up for the self-paced Positive Parenting Series. She recapped the series noting there are six modules for a total of about nine hours with participants having until September 30, 2022 to complete. Upon completion participants will receive a professional development certificate.

It was shared that over the weekend Community Action Partnership of Kern was recognized at the 2022 Beautiful Bakersfield Awards and received the non-profit of the year award. The agency was recognized for their efforts and impact on the community. Several staff had the opportunity to attend this event. In continuing with accolades Lisa congratulated Policy Council member and secretary, Monique on being a recipient of the Region IX 2022 Legacy Scholarship. She added that in addition to being a mom to Jack, Monique is an active member of Policy Council, has participated in the Read Across America event, and is currently working towards her **bachelor's degree in psychology** and completing her practicum hours. Lisa also applauded Cynthia Rodriguez, Head Start Education Coordinator for also being a recipient of the Region IX 2022 Legacy Scholarship; she again expressed congratulatory wishes to Cynthia and Monique.

Lisa again thanked members for their attendance and for their commitment not only to Policy Council but to their respective committees as well as to their parent meetings. Members were reminded July is a dark month, there will not be a Policy Council meeting, nor will there be any committee meetings. She encouraged members to take some time for themselves and to enjoy these summer months spending time with family and friends making memories.

b. Community Representative – Nila Hogan, Y-Empowerment and Anastasia Lester, First 5 Kern

Anastasia shared with members that she is very proud of them noting they go above and beyond and are to be praised for what they do and should be considered themselves included in CAPK receiving of the Beautiful Bakersfield Award. Ana shared that July is anti-boredom month and mentioned some of the activities outlined in the handouts that were previously distributed to members on her behalf. Ana also shared there are a variety of links to websites also emailed as a handout which are filled with different things to do to keep busy during the summer months.

On behalf of Nila, Lisa shared information about an upcoming summer camp hosted by Y-Empowerment. This camp is for children ages 11-18 who have experienced child abuse, domestic violence, or have a parent who is or has been incarcerated. Camp dates are August 9-13, 2022. Members were sent a flyer which included contact information for enrollment and/or more event information.

c. Early Head Start San Joaquin – Nicole Nino, EHS San Joaquin, Family Engagement Specialist & Home Base Coordinator

Nicole shared that the monthly Pyramid Model **s'more** was sent at the beginning of June and has had 166 views to date. The newsletter contained a link to the parent survey on Pyramid Model awareness as well as a link to view the Emotional Literacy workshop with information on strategies for providing support on the implementation of Pyramid Model practices. Parent handouts included information on the importance of play as well as how to give children clear directions (from the Pyramid Model backpack series.) The monthly father/family engagement activity was to play a favorite sport or family game. CCR family outcomes data which captured parent opinions and experiences about the CAPK San Joaquin program experience indicated that 96% of parents overall felt the program was very help to parents, 98% helpful to children and 96% helpful for the entire family. Nicole stated the June food experience was to make a fruit smoothie and she shared pictures of this activity. Facilitated by staff

children used various ingredients such as frozen bananas, strawberries, blueberries, mango, raspberries, pineapple and more to make a delicious fruit smoothie. Children were able to practice fine motor skills while adding fruit, stirring, and pouring. There was a recruitment event held on June 22, 2022 and another held at the Housing Authority on June 23, 2022. Flyers were distributed to families with six interest slips completed; those families are now being contacted to complete the application process.

d. Early Head Start Partnership – Jasmine Ponce

Nicole Callahan shared the partnership report on Jasmine's behalf. She stated that Bakersfield College is applying for accreditation from the National Association for Education of Young Children (NAEYC). This process is a yearlong process of evaluations which follow a set of ten standards of high quality. Receiving the accreditation would allow more opportunities for the program to support enrolled families in their education and career pathways through additional funding. Bakersfield College administrative staff attended a conference in early June and received training on the accreditation requirements. As a part of this process, they will be hiring a health specialist and mental health specialist. Additionally, the Bakersfield College Board of Directors has approved moving forward with an 18-month classroom. Recruitment of staff for that classroom will be in the works with the hope to be able to start enrolling children in August for this classroom. In honor of Father's Day, a family activity was held at Escuelita Hernandez for dads. There was waterplay and food provided for those in attendance. There are several trainings underway to prepare partnership staff for the upcoming 2022-2023 school year. Nicole shared trainings that have been attended include, DRDP, Frog Street as well an annual pre-service event. The final session of Parents on a Mission will take place on June 30, 2022; five parents will complete the program and receive a certificate. This training will be offered again in the fall. Nicole also shared there are fifty partnership families registered for ReadyRosie and Family Advocates have provided over one thousand family resources to date.

e. Board of Directors – Michelle Jara-Rangel, CAPK Board Member

Michelle reported the Board of Directors (BOD) met on May 25, 2022. The announcement of Joni Barlow was made by the Director of Head Start/State Child Development, noting Ms. Barlow has served 31 years in the Head Start division. All consent agenda items were approved as were new business items. Notably approved was the re-seating of Maritza Jimenez as South Kern Representative and Guadalupe Perez as Metro Bakersfield Representative to the Board of Directors for another 5-year term. Jeremy Tobias provided a verbal report on the status of COVID cases noting they are slowly increasing in the community and at CAPK as well. He added that it is likely we will see another surge in the coming weeks. The board convened for closed session to address three existing litigations and one potential litigation. Upon reconvening Jeremy Tobias provided a closed session report which noted conference with legal counsel, no reportable action taken for two litigation items. The remaining litigation resulted in conference with counsel and was settled. Conference with legal counsel was also reported for the potential litigation. This meeting of the CAPK Board of Directors adjourned at 2:00 p.m.

f. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director

Jerry Meade reported on Yolanda's behalf sharing she sends her best and extends her gratitude for everything the Council does. Jerry stated that we are halfway through the closure of our 10-month part year program options. In one more month staff will be returning. During this time 12-month employees are very busy preparing for the new school year; July 1, 2022 is officially the first day of the 2022-2023 school year. As we move into the new school year, we look forward to seeing a lot of our pre-k children transitioning to kindergarten and look forward to welcoming new children too. This is also a very busy time for staff with pre-service taking place last week which provided many new learning opportunities.

Jerry shared that we are seeing an uptick in COVID cases within our program, noting because of this a recent in-person training was moved to a virtual platform. This transition required collaboration and teamwork across various Head Start departments and with several team members. Jerry stated it was important to note that though there has been an increase in COVID cases we are not seeing an increase in classroom closures and are thankful we can continue to provide services through this very unpredictable environment.

Also taking place over the summer months we will be seeing the completion of construction projects. Having had a lot of conversation about construction over the years, now our Policy Council and Board of Directors will have the opportunity to go out and look at these facilities. Jerry stated we are currently awaiting final approvals, final walkthroughs as well as a certificate of occupancy from the county. Other locations are simply waiting for PG&E to turn the power on. There is much excitement about staging the classrooms, preparing them for licensing, and having children walk through the door.

Jerry concluded noting that the traditional and typical things that take place over the summer are continuing such as providing services for our full year and home-based programs. Enrollment is continuing to grow as we introduce the new program options, and we hope to be celebrating full enrollment in the coming months. Jerry again thanked members for their time and commitment to the Council and thanked Andrea as well, for her time and leadership in facilitating Council meetings.

8. Policy Council Chairperson Report

Andrea shared her support of the budget revision action item discussed earlier in the meeting. She added she hoped that we can get where we need to be to serve all children and families in need of our services and that we are able to compensate staff what they deserve, adding staff work really hard. Andrea also congratulated Monique her scholarship award.

Andrea shared in addition to information shared earlier regarding heat dehydration she wanted to add, that we should also remember this for our pets as well. They too can experience heat related issues, so we need to be mindful of them as well.

In speaking about enrollment Andrea shared that her daughter is one of the many pre-k students transitioning to kindergarten and will have started prior to our next meeting. She added that she will continue support the program and to refer parents to Head Start to ensure we fill those vacancies as we work towards full enrollment.

In closing Andrea shared there was a lot to cover during this meeting, all of it very important and she thanked everyone for their attendance especially those who were able to continue through the duration of the meeting.

9. Policy Council Member Comments

Members were given an opportunity to share comments. Monique thanked everyone for their congratulatory wishes and thanked Lisa for her support with the scholarship process. She also shared that it meant a lot to her to have all the support and encouragement of everyone.

Michelle wanted to restate some of what was shared earlier about the agency receiving the nonprofit of the year. She thanked everyone for their ongoing dedication and commitment adding that everyone works very hard to make a difference in the communities we serve.

10. Next Scheduled Meeting

The next meeting will be held on August 23, 2022, at 5:30 p.m.

11. Adjournment

Meeting was adjourned at 7:06 p.m.