



DATE	March 11, 2021
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: 613 932 558#

Executive Committee Agenda

Per Governor's Executive Order N-25-20, 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

2. Roll Call

Janea Benton
Curtis Floyd

Nila Hogan
Jonathan Mullings

Guadalupe Perez
Fred Plane

3. Approval of Agenda

4. 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.

5. New Business

- a. Early Head Start Child Care Partnership Contract Addendum – **Action**
Item (p. 2-22)

Esperanza Contreras, Partnership
Administrator

6. Committee Member Comments

7. Closed Session

- a. Employee Evaluation – Chief Executive Officer (Government Code Section 54957)

8. Closed Session Report

9. Next Scheduled Meeting

Executive Committee
12:00 pm
Wednesday, July 21, 2021
5005 Business Park North
Bakersfield, CA 93309

10. 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, March 8, 2021. Paula Daoutis, Administrative Coordinator.



MEMORANDUM

To: Executive Committee

From: Esperanza Contreras, Partnership Administrator

Date: March 11, 2021

Subject: *Agenda Item 5a:* Early Head Start Child Care Partnership Contract Addendum – **Action Item**

Stemming from the discussions at the CAPK Board meeting on February 24, revisions were made to the Early Head Start Child Care Partnership contract addendum with Escuelita Hernandez Little School. Staff evaluated the terms of the contract and incorporated the recommendations from the Board. Additionally, staff consulted with the Office of Head Start, CAPK's Business Services, Senior Management, and our Partner to ensure the new terms are mutually satisfactory for all parties.

The project will be funded through the Early Head Start Child Care Partnership grant allocated to support partners meeting the high-quality childcare expectations of the Head Start Performance Standards. The original contract in the amount of \$537,600.00 supports the ongoing Early Head Start enhanced services through 08/31/2024. The addition of \$83,992 is included in the attached addendum to support required projects bringing the contract total to \$621,592.

Recommendation:

Staff recommends the Executive Committee approve the Early Head Start Child Care Partnership Addendum I with Escuelita Hernandez Little School and authorize the Chief Executive Officer (CEO) to execute the Addendum I to Contract for Service Agreement on behalf of CAPK.

Attachments:

Escuelita Hernandez Little School Addendum I Contract for Services Agreement V2
Fully Executed Escuelita Hernandez Little School Contract 01062020



Community Action Partnership of Kern
5005 Business Park North, Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 336-5228

AMENDMENT I TO CONTRACT FOR SERVICES AGREEMENT

This is Amendment I to the Contract for Services Agreement ("Agreement") dated January 1, 2020 by and between Escuelita Hernandez Little School ("Contractor") and Community Action Partnership of Kern ("CAPK") for the address of 909 Castro Lane, Bakersfield California 93304. The effective date for this Amendment I will be March 11, 2021.

The Agreement made on January 1, 2020 between CAPK and Vendor shall be amended as follows.

Termination of this agreement may be exercised by either party with or without cause for any reason upon one hundred and eighty (180) days written notice. The new total for the entire Agreement shall not exceed \$622,600.00. The newly established amount shall increase the current Agreement not to exceed total by \$85,000.00. The additional \$85,000.00 shall be designated for interior and exterior building improvements, as outlined in the scope of work provided in **Exhibit A** to this Amendment I, for a fully operational child development center. Contractor and its subcontractors shall be subject to CAPK Procurement guidelines in order to ensure funds expensed and services to be rendered are obtained in a just and equitable manner. Additionally, services to be rendered for building improvements shall be subject to Prevailing Wage which is a part of the Davis Bacon Act and detailed in the Code of Federal Regulations (CFR) 29 Part 5 provided in **Exhibit A** to this Amendment I for reference. CAPK shall work with Contractor for the duration of this Agreement to assist in ensuring compliance with proper policies and procedures.

Contractor is obligated under this contract to pay any and all selected Subcontractors/Suppliers for all improvements and site amenities related to the startup of the facility. Moreover the progress payments shall be provided by CAPK to Contractor to disburse for services rendered. \$42,500.00 shall be paid to Contractor at the time of execution of this Amendment I. The remaining \$42,500.00 shall be provided to Contractor upon issuance of certificate of occupancy by the City of Bakersfield Building Department and completion of site improvements. Contractor shall provide CAPK with invoices and certified payroll and if the invoices amount to less than the estimated \$85,000.00, payments provided by CAPK shall only match the invoices received. In the event payments provided by CAPK have exceeded the total cost for services rendered by Contractor's Subcontractors/Suppliers, Contractor shall return any and all overpayment to CAPK in a timely manner. Additionally, Contractor shall be responsible for its pro-rate share of expenses should Contractor elect to terminate this Agreement without cause. Contractor shall be solely responsible for control, and oversight of payment to its Subcontractors/Suppliers and shall provide a copy of proof of payment to Subcontractor upon the completion of Subcontractor's services. Contractor acknowledges that all duties assigned to them regarding payment are non-delegable and Contractor shall indemnify CAPK from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against them by Subcontractor or any others while executing this Agreement as stated in **Paragraph 13** of the Original Agreement. Additionally, Contractor agrees to mandate and enforce that the identified Subcontractors procure, furnish, and maintain the types of limits of insurance specified in **Attachment B** of the Original Agreement and have Subcontractors name CAPK as an additional insured.

Both parties wish to enter into this Amendment I to reflect the above stated changes. All other terms of the original Agreement remain binding except where they contradict Amendment I, which shall prevail.

VENDOR: ESCUELITA HERNANDEZ LITTLE SCHOOL

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Jeremy Tobias, Chief Executive Officer

Exhibit A

DAVIS BACON: The Davis-Bacon Act, as detailed in the Code of Federal Regulations (CFR) 29. Part 5 of the CFR 29 applies to any construction, renovation or repair work that exceeds \$2,000.00.

- a. 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 contract work.
- b. The Secretary of Labor (SOL) determines the Davis- Bacon 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.
- c. If there is a difference, the bidder shall pay not less than the higher wage rate.
- d. Concerning Classification of Labor and Davis-Bacon Wage Rate Determinations:
 - i. Bidder must obtain Davis-Bacon Wage rate determinations from the following sites:
<http://www.wdol.gov/> (Federal); <http://www.dir.ca.gov/OPRL/PWD/index.htm> (State).
- e. Contractor must use the classification that most accurately describes the work to be performed. Bidder must reclassify workers to conform to changes in duties, if any. Contractor must maintain an accurate payroll record of the time spent in each classification and submit certified payroll weekly.

SCOPE OF WORK:

Provide interior and exterior building improvements as well as demolition of chain link fence, gates, posts, wood, metal fence, concrete, roots and block planter and other material found at the left and right sides of the property. Installation of privacy fence and gate with gate latch on left side, behind left side, behind right-side, rear and front sides of property. Removal of all debris and materials used for and removed during demolition and installation.

Location for Services: 909 Castro Lane, Bakersfield California 93304.

Exhibit A Continued

9/21/2020

Bluebook PRO Estimator



ESTIMATE

Report ID: 118922

Job ID: Day care Remodel-Prevailing wage
9/21/2020

Brightwood Construction Inc.

Byron Bulford

9530 Hageman rd suite B147, Bakersfield, CA 93312

Cert #: EPA Lead safe # NAT-F148648-1 **License #:** Gen Contractor Class "B" 1032058

Work Phone: (661) 205-0191 **Mobile:** (661) 205-0191

brwc@att.net

brightwoodconstruction.com

Property

909 Castro Ln, Bakersfield, CA 93304

Customer

Raquel

Estimate 9-15-2020

GARAGE LABOR

Install and/or repair the following at garage conversion Architectural and Building permit for garage conversion Frame attic access hole, Frame in new door way opening Demo and repair damaged stucco 40sf, R Retrofit insulation at walls and ceiling, Hang new exterior metal door Electrical Rough-in and install two interior ceiling lights 9" Add ADA wall hung sink at garage ADD Childs toilet at daycare classroom Exclusions: Planning department fees Note: Project is set at Prevailing wage residential rates with certified payroll

Description	QTY	UOM
1 Architectural design	1	EA
2 Certified Payroll	1	EA
3 Stucco-Plasterer-crew	40	HRS
4 Debris Disposal	1	EA
5 Install new - blown insulation - cellulose - R-13 & ceiling R30	40	HRS
6 General labor - Crew	80	HRS
7 Painter-interior walls and doors-crew	40	HRS
8 Rough Framing Carpenter-crew	40	HRS
9 Electrician-crew	40	HRS
10 Flooring installer-crew	40	HRS
11 Plumber-crew	100	HRS
12 Drywall Labor crew	40	HRS
Area Total:		\$43,110.20

GARAGE MATERIAL

Description	QTY	UOM
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9/21/2020

Bluebook PRO Estimator

1	Building Permits	1	EA
2	Stucco Material	64	SF
3	Install new - wall blown insulation - cellulose - R-13	800	SF
4	Install new - ceiling blown insulation - cellulose - R-30	550	SF
5	Framing 2x4x8, 4x10 header	1	EA
6	Install new - 36" metal exterior door including jamb and casing, knob and dead bolt	1	EA
7	Install new - wood floor - vinyl plank with underlayment - Material: Deco Products Hydro stop or equivalent and quiet walk underlayment	550	SF
8	Electrical boxes, wiring, switches and 2-9" ceiling lights	1	EA
9	Plumbing Wall hung sink, faucet, includes all rough-in and septic system tie-in, toilet	1	EA
10	Drywall, mud and tape	1	EA
11	Paint-Sherwin Williams Interior semi-gloss latex paint	1	EA

Area Total: **\$8,581.80**

Sub Total: **\$51,692.00**

Estimate Tax: **\$0.00**

Estimate Total: **\$51,692.00**

Signature:

Date:



Exclusions: Any work that is not specifically included in Estimate or Scope of work shall not be any part of this Contract. Estimate is Preliminary in nature and may change once exact location size, design and engineering details of project are known.

Estimate is good for 30 days

A one-year workmanship warranty for all services will be provided except for areas that are otherwise mentioned. Our warranty does not cover any appliance failures (appliance warranties should be covered by manufacturer if there are any) and damage related to intentional damage caused by anyone, act of nature, war/terror, earthquake, or flood related damages. When appliance failures occur, client(s) are responsible for the warranty and usability of all the materials (e.g. cabinet, refrigerator and etc.) that are purchased and/or provided themselves or by 3rd party. warranty is not transferable during ownership change.

Progress payment schedule

Payment 1 10 percent deposit or \$1000.00

Payment 2 40 percent Progress payment- Due on mobilization

Payment 3 40 percent Progress payment- Completion of Rough-in work (framing, plumbing, electrical)

Payment 4 10 percent final payment-Due upon completion of the project

Contractors General Liability Insurance and Workers compensation certificate available upon request.

Owner's Responsibilities: In connection with the work to be undertaken by building in accordance herewith, Owner agrees to provide the following:

- | | |
|--|---|
| <p>a) Provide free and clear access for all work to proceed on the following days M-F, 7 a.m.-5:00 p.m.,
material to be stored as necessary and for all installation, cutting, tooling etc... To be done on site</p> <p>c) Provide Utilities, Electricity, & Water
wash out area for painters, Lathers, framers, etc...as deemed necessary</p> | <p>b) Provide a secure staging area for</p> <p>d) Provide a</p> |
|--|---|

Preliminary -Lien Notice: Brightwood construction reserves the right to issue a Preliminary Lien for all labor and materials.

TRES HOMBRES FENCE CO.

2201 Virginia Ave.
Bakersfield, CA 93307
CA Cont. Lic #731465
(661) 323-7461 Office
(661) 323-7482 Fax
(661) 331-4823 Cell

Proposal

PROPOSAL NO. 4031
SHEET NO. 1
DATE 11/23/20

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME CAPK	ADDRESS ESCUELITA HERNANDEZ
ADDRESS 5005 Business Park North Bkfd CA. 93369	DATE OF PLANS Bkfd CA.
PHONE NO. 661-336-5236	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Fence Installation

282' 2 4' chain Link Fence

Post-End/Gate 2 7/8" x 6" Sch 40 Line Post- 2 3/8" x 6" Sch 40

Top rail 1 1/2" x Sch 40 Fabric 48" gga 2" mesh Tension wire 7ga. Coil

Gates 1-10' x 6' Double Swing 1-10' x 4' Double Swing 5-5' x 4' Single Walk Gate

1-4' x 6' wrought Iron Gate 1-5' x 6' walk gate

3 Perimeter Gates have Free exit Handles

14' 8 6' wrought Iron with Gate Regal Pattern Straight Top & Bottom

Note - Remove all chain Link & wood that is not Safe - all 4 HAS barbs

5-4' x 7' Barrier Post at END OF Drive way in Front of Infants Classroom

Concrete work - Remove Dirt, grass AND small strip OF brick

Remove roots where Concrete is to be Placed & Haul OFF.

Bring in Fill Dirt, Set Forms, Pour 4" thick regular Gray Concrete

1 Concrete Pumper - Leave Broom Finish - Install Control Joints.

ALL Labor & Materials - Haul OFF all Brick From Garden area

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Thirty Two Thousand Three Hundred

Dollars (\$ 32,300) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Per

Note - this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement ("Agreement") is made and entered into as of this 1st day of January 2020 by and between: Escuelita Hernandez Little School ("Contractor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, Contractor agrees as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide center-based services for up to 8 infants and 8 toddlers (combined) with a minimum of 1380 hours of care per program per year as more fully detailed in **Attachment A** (Scope of Work).
2. **LOCATION FOR SERVICES.** Escuelita Hernandez Little School, Facility #153810012/3, 909 Castro Lane, Bakersfield CA 93304
3. **PAYMENT FOR SERVICES.** Payment for services shall be six hundred dollars (\$600.00) per child per calendar month, up to a maximum of sixteen Early Head Start children. The total maximum monthly charges are Nine Thousand Six Hundred dollars (\$9,600.00). Prior approval for trainings, conferences, classes are to be obtained from CAPK prior to registration. Prior approval for start-up costs are to be obtained from CAPK before the work starts. Any additional services not approved by CAPK in advance will be at Contractor's own expense. A copy of CAPK's signed approval is to be submitted with Contractor's invoice. Contractor will submit an original monthly invoice detailing all work and services performed, on or by the 10th day of the following month. Terms are Net 30 from the date the invoice is received in CAPK's Accounting Department. Additionally, Contractor invoices shall be in accordance with **Attachment B** contained in and attached hereto for reference.
4. **TERM.** This period of performance for this Agreement shall commence on January 01, 2020 and end on August 31, 2024. This Agreement may be terminated by either party with or without cause for any reason upon thirty (30) days written notice. The entire length of this Agreement shall be separated into two phases as shown below.

Phase 1: January 01, 2020 to August 31, 2020

Phase 2: September 01, 2020 to August 31, 2024.

5. **OPTION TO RENEW.** This agreement may be renewed upon approval from CAPK and the Administration for Children and Families for a term mutually agreed upon by both parties..
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Contractor is an independent Contractor and is not an officer or employee of CAPK.
7. **EVALUATION.** Contractor may be evaluated throughout the contract term. If Contractor fails to provide satisfactory service, CAPK may terminate this contract with 30 days written notice.
8. **LOSS OF SUBSIDY.** Eligible children identified as EHS participants may not be dis-enrolled as a result of a loss of subsidy. In the case of where an EHS slot is not subsidized, CAPK will pay a non-subsidized rate of no more than the contractor's other subsidy daily rate for any unsubsidized EHS-Child Care Partnership child. CAPK will continue to make payments for the unsubsidized child until the child ages out of the program, the parent declines services or secures childcare elsewhere. CAPK will work with the Contractor to ensure continuity of services due to a loss of subsidy either in the Center Based option or offering EHS Home Based services through CAPK's EHS Home Based program. The non-subsidized rate can either be short term until subsidy resumes or long term to support continued EHS services to the child and family. In the case of loss of subsidy, Contractor will submit request for payment in writing. Payments made for loss of subsidy pursuant to this paragraph will be in addition to any payments made to Contractor pursuant to paragraph one (1) above.
9. **RESPONSIBILITIES.** Vendor shall perform the services provided for under this Agreement and shall keep CAPK informed of progress and developments and will respond within a reasonable time to CAPK's inquiries and

communications. CAPK shall provide on a timely basis all information and documents necessary for Vendor's effective representation of CAPK's interests.

10. **CONFIDENTIALITY.** Vendor shall not at any time or in any manner, either directly or indirectly, use for its benefit, or divulge, disclose or communicate in any manner any information that is proprietary to CAPK. Vendor will protect such information and treat it as strictly confidential. This provision shall continue to be effective even after the termination of this Agreement for a period of three (3) years.
11. **RECORD KEEPING.** Payrolls, attendance and basic accounting records pertaining to the above described services shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Contractor shall keep accounting records for a period of three years after completion and acceptance of the agreement by the Owner.
12. **INSURANCE.** Contractor shall maintain General Liability Insurance and is responsible for maintaining any public liability, property damage, Workers' Compensation Coverage and fire insurance, as specified in **Attachment C** titled "CAPK Additional Terms and Conditions."
13. **INDEMNIFICATION.** The Contractor shall hold harmless CAPK from every claim or demand which may be made by reason of any injury to person or property sustained by the Contractor or by any person, firm or corporation, employed directly or indirectly by him/her upon or in connection with his or her performance under this Agreement, however caused, and any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention. Contractor agrees to indemnify CAPK from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Contractor while executing this Agreement.
14. **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 via certified mail, return receipt requested, to the address set forth in this Agreement.

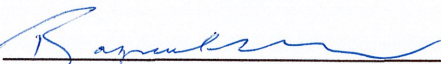
Contractor:
Escuelita Hernandez Little School
ATTN: Raquel Hernandez, Director
909 Castro Lane
Bakersfield, CA 93304
Phone: (661) 422-5437

CAPK:
Community Action Partnership of Kern
ATTN: Esperanza Contreras, Partnership Administrator
5005 Business Park North
Bakersfield, CA 93309
Phone: (661) 336-5236 ext. 2225

15. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

CONTRACTOR: ESCUELITA HERNANDEZ LITTLE SCHOOL

Signature: 

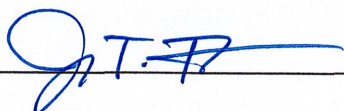
Date: 01/08/2020

Printed Name: Raquel Hernandez

Title: Director



OWNER: COMMUNITY ACTION PARTNERSHIP OF KERN

Signature: 

Date: 1/3/2020

Printed Name: Jeremy T. Tobias

Title: Chief Executive Officer

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Enrollment – 45 CFR 1302:

Ensure that full enrollment is met throughout the Head Start Program year, July 1 – June 30.

Achieve full enrollment on day one of program services by following the steps below:

- Provide a minimum of 1380 hours of care per program year.
- Attendance will be closely monitored to ensure that any child who does not show up on the first day or within 10 days is dropped and replaced with a new student.
- Make reasonable efforts so that Early Head Start (EHS) vacancies are filled within 30 calendar days.
- Enroll children after CAPK Head Start has verified eligibility and signed a statement certifying eligibility as per 45 CFR 1302.12. Certification can occur as follows:
 - ✓ Request a Head Start employee to verify eligibility (a minimum of 5 files is required).
 - ✓ Scan or fax the documents to the ERSEA Manager at fax number (661)336-5248.
 - ✓ Enroll 10% of slots with children with Individual Family Service Plan (IFSP). Fill slots no later than January 1 each year.
 - ✓ Accept files from Head Start waiting list of children with an IFSP and enroll to fulfill the 10% enrollment.
 - ✓ Provide a monthly enrollment report (include waitlisted and dropped children) along with the monthly invoice that includes attendance.
 - ✓ If average daily attendance falls below 85 percent, Contractor will analyze the causes and develop and submit to CAPK to review and approve a plan that outlines corrective measures no later than the 15th day of the following month.
 - ✓ Documentation of work with families to improve daily attendance and how parents will be supported with issues that impact the child's attendance.

Enrollment – 45 CFR 1302:

- Provide on-going monitoring of enrollment and verify that all vacancies are filled within 30 days.
- Provide Training and Technical Assistance to Contractor's staff to ensure that timelines are met, records are maintained and that follow-up services are provided.
- Review and sign off on eligibility documents prior to the enrollment of all children and return to Contractor within 2 business days to ensure full enrollment.
- Enrollment will be verified by the ERSEA Manager and the Head Start/State Child Development Programs Director or assignee.
- Provide Training and Technical Assistance to Contractor to assist in developing inclusive classrooms and enroll children with disabilities in order to meet the 10% mandate.
- Refer Federal Head Start eligible children to Contractor to assist in meeting funded enrollment and 10% children with disabilities.
- Provide training and technical assistance to Contractor's staff in developing and revising Contractor's procedures to ensure compliance with Head Start regulations and mandates.
- Provide technical assistance and strategies to improve attendance problems and ensure that children are receiving the required services under this Agreement.
- Monitor implementation of service plan and provide assistance and training determined to be needed from the analysis of Program Information Report (PIR), Infant/Toddler Environment Rating Scale (ITERS), Self-Assessment, Monitoring and other CAPK program monitoring data.
- Include Contractor staff in CAPK trainings as appropriate.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Education – 45 CFR – 1302:

- Hire teaching and support staff that meet Head Start and licensing regulations as outlined in the Head Start Act of 2007, and any updates issued thereto.
- Make available at least one annual training day to all EHS staff conducted by CAPK to ensure understanding of and compliance with Early Head Start guidelines.
- Align curriculum to meet school readiness goals established by the Head Start program.
- Provide two home visits, and two parent conferences for every child during program year.
- Ensure on-going Child Assessments/Desired Results Developmental Profile (DRDP) data is submitted according to CAPK timelines-three times per year. Complete Behavior Screening and submit to Family Advocate within 45 days of child's first day of school.
- Provide reports that document that staff has reviewed the results of developmental and behavior screening within 30 days after it was completed and discuss results with parents.
- Refer children identified with concerns from screening to CAPK's Content Area Specialist (CAS) Wellness for further assessment.
- Ensure children have a smooth transition experience following the guidelines of the Early Head Start Transition plan.
- Implement a high-quality research-based curriculum and other supporting strategies as defined by Head Start Performance Standards, Head Start Act.
- Review and implement Head Start current policies and procedures related to education, including the new Head Start Child Outcomes Framework in curriculum implementation and the Program for Infant and Toddler Care (PITC).
- Ensure all lesson plans, children's education goals and ongoing assessments are aligned with Head Start School Readiness and Early Learning Framework.
- Provide monthly reports on status of home visits, parent conferences, intentional teaching, individualization, observations/ongoing child assessments, 45-day mandates, and lesson planning.
- Provide yearly Pedestrian Safety training to parents and children.
- Monitor curriculum implementation, individualization and school readiness and forward monitoring reports to CAPK Head Start Director.

Education – 45 CFR –1302:

- Provides start-up instructional materials and furnishings identified by CAPK.
- Provide Training and Technical Assistance in the following areas:
 - ✓ Federal Head Start regulations, Performance Standards, and mandates, Head Start School Readiness mandates, Head Start Child Development and Early Learning Framework; i.e., Home Visits, Family Partnership Agreements, etc.
 - ✓ Training in curriculum planning and implementation.
 - ✓ Mental Health – Appropriate Behavioral Intervention.
 - ✓ Content expectations for home visits and parent conferences.
- Schedule for completing and submitting results on the following:
 - ✓ Education compliance reports for home visits, conferences, etc.
 - ✓ PIR status reports
 - ✓ Parent Engagement

The training calendar will be issued at the beginning of the Program year and updated monthly; in addition, the Head Start program will dedicate a Supervisor, a Family Advocate and a coach to train and mentor staff on site.

- Hire a Family Advocate to support full enrollment, recruiting, selection, eligibility and attendance requirements, ChildPlus data entry.
- Hire Program Partner Coordinator to support and ensure full compliance of all comprehensive services and regulations as defined in the Head Start Performance Standards.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Health- 45 CFR – 1302:

- Ensure that there is documentation indicating that all physical exams (well-baby check-ups) are completed at time of child enrollment per the Early and Periodic Screening Diagnosis and Treatment (EPSDT) requirements by age group.
- Review the results of all health exams, follow up on noted comments and submit to the Family Advocate to enter in ChildPlus. Refer for any needed treatment or missing requirements, documents and follow up on contact log.
- Assist parents to obtain or arrange further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health, nutritional, behavior or developmental problem. Develop and implement a follow-up plan for any condition identified so that any needed treatment can begin.
- Take current height and weight for each child, three (3) times a year; and submit information to the Family Advocate for entry in ChildPlus.
- Generate and review health reports (summary and detailed) from weekly monitoring reports and follow up on areas needing improvement or focus within 5 days.
- By July 1 of each year, review and modify as necessary policies and procedures of Health, Mental Health and Nutrition Services that meet Head Start Performance Standards and Regulations. Submit to CAPK to review.
- Review the monthly “Partner Monitoring Report” and complete the plan of action section for each area of the report where a concern was identified no later than one week after receiving reports from CAPK.
- Submit a report to CAPK within 24 hours for any known or suspected instances of child abuse or neglect and/or any unusual incident.
- Responsible for administering any authorized medications and document on medication log all medication administered to children as required by state guidelines.

Health- 45 CFR – 1302:

- Provide training and technical assistance on health-related requirements such as:
 - ✓ Health Plans
 - ✓ Nutrition Assessments
 - ✓ Medication Administration
 - ✓ Food Allergies
 - ✓ ChildPlus data entry
- Ensure all physical exams and health information are entered in ChildPlus within 30 days of the child’s first day of attendance.
- Refer for annual well child exams at the appropriate intervals and dental exams at least 30 days prior to due date or expiration date and document referral on contact note or in ChildPlus.
- Ensure that all immunizations are complete and up-to-date at time of enrollment and entered in ChildPlus within 30 days of the child’s first day of attendance. Refer and follow-up regularly until all immunizations outlines by age are completed according to CA Immunization Requirements. Document all referrals and follow-up on contact notes.
- Conduct and enter Nutrition Assessments in ChildPlus within 45 days of the child’s first day of attendance. Follow up on nutrition concerns including referral for low Hgb/Hct, high lead levels and develop nutrition plans if needed as soon as possible but no later than 90 days from the first day of attendance.
- CAPK will review growth chart to determine height and weight are within normal range. For children who do not fall within normal range, Family Advocate will submit a referral to CAPK nutrition.
- Ensure that dental exams have been completed, including follow up treatment and are entered in ChildPlus, documented on contact notes within 90 days of the child’s first day of attendance.
- Review the Contractor’s policies and procedures for Health, Mental Health and Nutrition Services to ensure they meet the Head Start Performance Standards and Regulations.
- Document all medical follow-up treatment and services on contact notes. This is to include all medical treatments that improve the child’s overall health.
- Ensure an authorization for medication is completed by child’s physician and signed by parent prior to accepting and administering medication.
- Ensure health plans are developed for children with chronic health conditions to include medications as needed.
- Enter and track treatment needed, and treatment received in ChildPlus.
- Conduct vision and hearing screenings, enter in ChildPlus within 45 days of child’s first day of attendance and rescreen within 4-6 weeks as needed.
- Obtain results of clinical vision screening and clinical hearing screening from current well baby check by age at time of enrollment within 45 days of child’s first day of attendance and enter in ChildPlus. Document all referrals, if any, and follow up on contact notes.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Family Services – 45 CFR – 1302:

- By July 1 of each year, review policies and procedures for Family Services that meet Head Start Performance Standards and Regulations. Submit to CAPK for review.
- Review monthly Family Services Reports (summary and detailed) provided by Family Advocate. Follow-up on areas needing improvement or focus within one (1) week of running the report.

Family Services – 45 CFR – 1302:

- Provide training and technical assistance on Family Service requirements such as:
 - ✓ Family Assessments and Family Partnership Agreement (FPA) process.
 - ✓ ChildPlus data entry
 - ✓ Service delivery tracking
- Family Assessments to be completed within 5 working days of the child's first day of attendance. Document on the contact notes and ChildPlus on the same day the family assessment is completed.
- Provide referrals for services and resources that are responsive to family's needs, interests and goals on the same day the need is identified. Document on the contact notes and ChildPlus on the same day the referral is made.
- Conduct timely follow-up on family needs, referrals and services received as soon as possible but not to exceed 60 calendar days depending on the urgency of the need. Document all follow-up pertaining to referrals and services received on the contact notes and ChildPlus on the same day follow-up is conducted.
- Initiate the goal setting process with all families and on the contact log and ChildPlus within 5 days of the child's first day of attendance.
- Develop Family Partnership Agreements (FPA) based on family's readiness and willingness to participate in the process. Complete the FPA form if goal is established. Document on the contact notes and ChildPlus on the same day the FPA is developed.
- Conduct FPA follow-up every 60 calendar days to review the status of the goal(s) established or reevaluate the family's readiness to participate in the goal setting process if goal has not been established. Document the contact notes and ChildPlus on the same day FPA follow-up is conducted.
- Review the Contractor's policies and procedures for Family Services to ensure they meet the Head Start Performance Standards and Regulations.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Program Design and Management – 45 CFR – 1301:

- Child Care License – Contractor shall maintain for the term of this Agreement a current Child Care License issued by the California Department of Social Services; shall provide CAPK with a copy of the license and shall notify CAPK in writing of any changes in the status of the license, including Type A and Type B violations within 24 hours of the violation.
- Ensure and provide documentation by September 30th of each year that all staff working with children receive annual Child Abuse Training.
- By July 1 of each year, review operational procedures to ensure that children receive services within the mandated time frames of the Head Start Performance Standards and the Head Start Act 2007.
- Document annual performance evaluations for employees.
- Participate in Partner's meetings and trainings related to Head Start/Early Head Start.
- Document staff individual and group training needs.
- Provide a monthly report to CAPK Head Start/State Child Development Programs Assistant Director on issues related to Program Information Report (PIR) with a final report provided no later than June 1 of each year.
- Monitor areas in the PIR that are below 100%. Develop a plan of action to meet non-compliant areas on a monthly basis.
- Provide a representative to participate in the following:
 - ✓ Annual Self-Assessment
 - ✓ Monitoring Assessments
- Complete follow-up within 30 days of each monitoring event to document closure to individual findings. Provide a corrective action plan for any areas of non-compliance that were found during the annual self-assessment within 30 days.
- Conduct ongoing monitoring of program operations by submitting monthly analysis of health, education and family services data along with a plan of action for all areas of non-compliance and participate in Partner Coordination Meetings.
- Report any licensing finding, non-compliance with Child and Adult Care Food Program (CACFP), or any other loss of funding that materially weakens the financial stability of the Contractor or its ability to deliver the services required under this Agreement within 24 hours of the finding.
- Make reasonable efforts to have one parent representative to serve on the CAPK Head Start Policy Council (PC) monthly meetings. Representative must be elected in accordance with PC By-Laws at a local parent meeting. Parent must have a child currently enrolled in the Head Start Program.
- Ensure that employees hired to perform services under the Agreement meet Early Head Start Performance Standards and Community Licensing regulations.

Program Design and Management – 45 CFR – 11301:

- Provide necessary trainings to appropriate staff to set up systems and procedures as needed.
- Provide feedback on reports and assist with any needed corrective action.
- Develop the structure and training for the Annual Self-Assessment.
- Develop the system for ongoing monitoring and conduct monitoring of Contractor operations.
- Participate in training of staff to provide support and technical assistance and ensure implementation of procedures meet federal regulations.
- Provide data regarding service achievements, gaps and possible solutions to meet federal regulations.
- Update office equipment and software necessary to track program performance and document the yearly Program Information Report (PIR).
- Organize monthly service reviews with content area experts to analyze progress, identify gaps and help develop timely solutions.
- Provide monthly Policy Council Minutes via email for distribution to parents of Head Start classrooms.
- Use ChildPlus software for the purpose of data collection and reporting entering information by Friday every week and run reports on Monday.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

Training:

- Provide staff training on State and Federal regulations and mandates, mutually coordinated with CAPK and other partners.
- Provide staff training related to other areas of the program as requested by CAPK.
- Make available at least one day per year for the line staff to receive training on Head Start mandates.
- In-Kind: Provide documentation for Non-Federal Share to CAPK each month (amount is 25% of Federal funds expended).
- Contractor will be responsible for requesting in writing for staff to attend Head Start specific approved conferences, classes, trainings and workshops.

CAPK will:

Training:

- Staff to provide groups as well as on-site training as needed.
- Registration for outside training and conferences: CAPK will be responsible for registration and incidental expenses for Contractor's staff to attend Head Start specific approved conferences, classes, trainings, workshops and will invoice with receipts attached. Request to attend must be approved by CAPK in writing.

ATTACHMENT B —Payment Provisions

1. **Payment Limits** – CAPK total payments to Contractor under this Contract shall not exceed \$537,600.00 for children services, training and technical assistance and start up budget amounts are to be determined.
2. **Payment Basis** – Subject to the Payment Limit, payments to the Contractor for all services provided for CAPK under this Contract shall only be for costs that are actually incurred in the performance of the Contractor's obligations under this Contract as evidenced by the timely provision of services to families and submittal of monitoring reports, invoices, and Program Information Report.
3. **Payment Amounts** – Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract.

\$600 per child per month, maximum of 8 Early Head Start children and 8 Head Start children, for 55 months 30 days (January 01, 2020 through August 31, 2020 and September 01, 2020 through August 31, 2024), in addition, a TBD yearly budget is allocated to cover trainings, conferences, classes and workshops for agency staff.

Attachment C

Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Contractor 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 OR SUBCONTRACTING.** The Contractor may not assign or transfer the 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 the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement at any time by giving written notice to the Contractor 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 Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under the Agreement 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 Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor'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 Contractor and CAPK's Chief Executive Officer.
5. **CLAIMS.** All claims for money due or to become due to the Contractor from CAPK under the Agreement 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 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.
7. **AFFIRMATIVE ACTION.** The Contractor 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 Agreement, including any claims for breach of the 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.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Contractor 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 Contractor will be American made.

12. **CONFIDENTIALITY.** The Contractor shall use his or her best efforts to keep confidential any information obtained during the performance of the Agreement.
13. **RESPONSIBILITY.** If Contractor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.
14. **PROTEST BY CONTRACTOR:** If the Contractor wishes to file a protest against CAPK for any action, the Contractor 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 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 an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement 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 Contractor in connection with any decision affecting a CAPK purchase or Agreement for Goods or Services. Thus, if such a case were to occur, the Contractor may file a protest with CAPK as specified in the section titled "Protest by Contractor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Contractor, 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."

Contractor 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 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 the Agreement.)

18. **INSURANCE REQUIREMENTS:** Contractor shall procure, furnish and maintain for the duration of the Agreement 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 Agreement.
- 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.

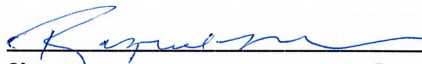
All policies required of the Contractor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Contractor'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 Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of the Agreement 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 Agreement is satisfactorily completed.

Contractor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

 01/06/2020
Signature Date

Raquel Hernandez Director
Print Name Title

Escuelita Hernandez Little School
Company Name

Exhibit A Continued

9/21/2020

Bluebook PRO Estimator



ESTIMATE

Report ID: 118922

Job ID: Day care Remodel-Prevailing wage
9/21/2020

Brightwood Construction Inc.

Byron Bulford

9530 Hageman rd suite B147, Bakersfield, CA 93312

Cert #: EPA Lead safe # NAT-F148648-1 **License #:** Gen Contractor Class "B" 1032058

Work Phone: (661) 205-0191 **Mobile:** (661) 205-0191

brwc@att.net

brightwoodconstruction.com

Property

909 Castro Ln, Bakersfield, CA 93304

Customer

Raquel

Estimate 9-15-2020

GARAGE LABOR

Install and/or repair the following at garage conversion Architectural and Building permit for garage conversion Frame attic access hole, Frame in new door way opening Demo and repair damaged stucco 40sf, R Retrofit insulation at walls and ceiling, Hang new exterior metal door Electrical Rough-in and install two interior ceiling lights 9" Add ADA wall hung sink at garage ADD Childs toilet at daycare classroom Exclusions: Planning department fees Note: Project is set at Prevailing wage residential rates with certified payroll

Description	QTY	UOM
1 Architectural design	1	EA
2 Certified Payroll	1	EA
3 Stucco-Plasterer-crew	40	HRS
4 Debris Disposal	1	EA
5 Install new - blown insulation - cellulose - R-13 & ceiling R30	40	HRS
6 General labor - Crew	80	HRS
7 Painter-interior walls and doors-crew	40	HRS
8 Rough Framing Carpenter-crew	40	HRS
9 Electrician-crew	40	HRS
10 Flooring installer-crew	40	HRS
11 Plumber-crew	100	HRS
12 Drywall Labor crew	40	HRS
Area Total:		\$43,110.20

GARAGE MATERIAL

Description	QTY	UOM
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- 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 Agreement.
- 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.

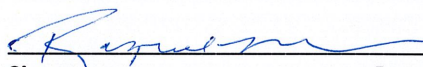
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 01/06/2020
Signature Date

Raquel Hernandez Director
Print Name Title

Escuelita Hernandez Little School
Company Name