



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

Budget & Finance Committee Agenda - REVISED

1. Call to Order

2. Roll Call

Michelle Jara-Rangel (Chair)	Nila Hogan
Denise Boshers	Lily Pimentel-Stratton

3. Public Comments

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

4. New Business

- | | |
|---|---|
| <p>a. Head Start / Early Head Start Budget to Actual Reports for August 31, 2023 Info Item</p> <ol style="list-style-type: none"> 1. Head Start Budget to Actual for the Period Ended August 31, 2023 (p. 3-5) 2. Early Head Start Budget to Actual for the Period Ended August 31, 2023 (p. 6-10) | <p>Tracy Webster, Chief Financial Officer /
Louis Rodriguez, Head Start Finance
Administrator</p> |
| <p>b. Agency-Wide Budget Revision #2 – Action Item (p. 11-23)</p> | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>c. 2023-2024 Head Start / Early Head Start Budget Revision
Action Item (p. 24-25)</p> | <p>Jerry Meade, Head Start & State Child
Development Assistant Director</p> |
| <p>d. Head Start / Early Head Start Refunding Application Budget Detail
Info Item (p. 26-27)</p> | <p>Jerry Meade, Head Start & State Child
Development Assistant Director</p> |
| <p>e. VITA, Dept of Treasury, Internal Revenue Service, Grant Awarded
Action Item (p. 28-29)</p> | <p>Jacquelyn Guerra, Volunteer Income Tax
Assistance Program Manager</p> |
| <p>f. Planned Parenthood, Sex Education Program Action Item (p. 30-45)</p> | <p>Freddy Hernandez, Youth & Community
Services Director</p> |
| <p>g. Energy Subcontractor Amendments Request Action Item (p. 46-48)</p> | <p>Wilfredo Cruz, Energy Program
Administrator</p> |

- h. The California Department of Housing and Community Development, Emergency Solutions Grants (ESG) Program, Homeless Prevention (HP) **Action Item (p. 49-53)** Karen Vazquez, Community Development Specialist
- i. August 2023 Financial Reports – **Action Item (p. 54-134)** Tracy Webster, Chief Financial Officer
- j. County of Kern Public Health Department COVID-19 Isolation Accommodation Agreement – **Action Item (p. 135-160)** Rebecca Moreno, Director of Housing & Supportive Services
- k. US Department of Health and Human Services – California Community Action Partnership Association – Diaper Distribution Demonstration & Research Pilot Agreement – **Action Item (p. 161-176)** Pritika Ram, Chief Business Development Officer

5. Committee Member Comments

6. Next Scheduled Meeting

Budget & Finance Committee Meeting
12:00 pm
November 15th, 2023
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, October 13, 2023, by Glynief Campbell, Administrative Coordinator.



MEMORANDUM

To: Budget and Finance Committee

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

Date: October 18, 2023

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

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

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

Base Funds

Overall expenditures are at 38% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 111% of the budget.

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

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

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

Prepared 10/08/2023

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

TRAINING & TECHNICAL ASSISTANCE

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

CARRYOVER

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

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

HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

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

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

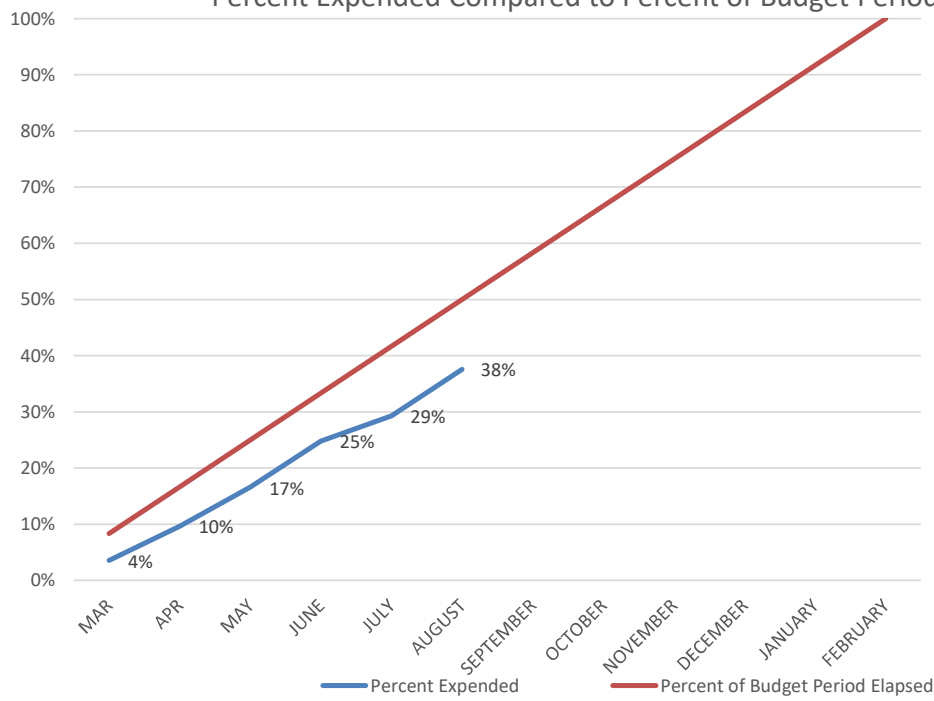
Actual expenditures include posted expenditures and estimated adjustments through 08/31/2023

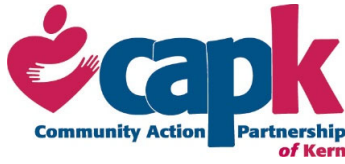
Administrative Cost for HS and EHS Combined **5.0%**

Agency-Wide Credit Card Report

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

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: October 18, 2023

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

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

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

Base Funds

Overall expenditures are at 44% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 40% of the budget.

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

Prepared 10/08/2023

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

TRAINING & TECHNICAL ASSISTANCE

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

CARRYOVER

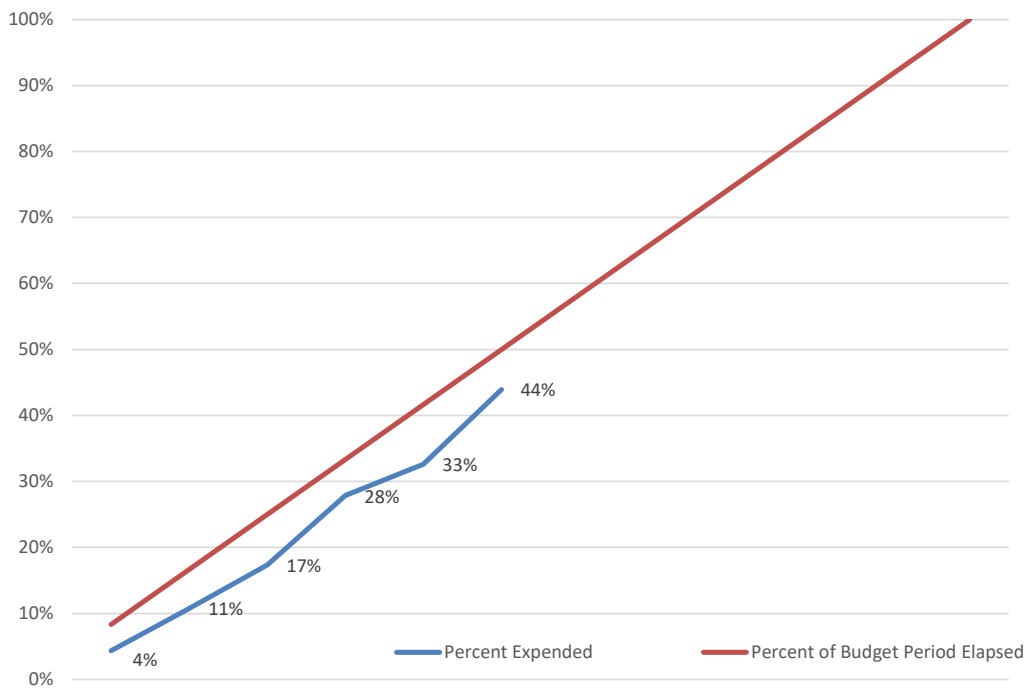
PERSONNEL	-	-	-		
FRINGE BENEFITS	-	-	-		
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	-	-	-		
OTHER	-	-	-		
INDIRECT	-	-	-		
TOTAL CARRYOVER	-	-	-		

GRAND TOTAL EHS FEDERAL FUNDS	19,137,286	8,399,066	10,738,220	44%	56%
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Budget reflects Notice of Award #09CH011132-05-01

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

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



Community Action Partnership of Kern
Head Start and Early Head Start Kern
Year-to-Date Non-Federal Share and In-Kind Report
 Budget Period: March 1, 2023 through February 29, 2024
 Report for period ending August 31, 2023 (Month 6 of 12)

Percent of budget period elapsed: **50.0%**

LOCATION	Enroll-ment	March	April	May	June	July	Aug	YTD Totals	Kern/S JC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	12,893	7,852	2,921	0	0	2,785	26,623	Kern	39,812	67%
Alicante	20	10,979	8,866	11,664	6,824	3,341	6,197	48,057	Kern	19,906	241%
Angela Martinez	60	8,111	9,756	13,679	11,828	8,755	9,408	61,536	Kern	59,718	103%
Broadway	40	5,844	8,572	3,952	0	0	648	19,056	Kern	39,812	48%
California City	20	3,962	3,239	1,327	0	0	0	8,721	Kern	19,906	44%
Cleo Foran	23	6,400	5,152	6,764	7,199	3,143	2,508	31,302	Kern	22,892	137%
Delano	76	21,579	21,523	10,293	0	0	7,763	61,282	Kern	75,643	81%
East California	52	6,966	7,633	16,447	10,427	6,476	8,442	56,391	Kern	51,756	109%
Fairfax	39	14,513	14,443	10,955	0	0	2,129	42,418	Kern	38,817	109%
Fairview	0	0	0	0	0	0	0	0	Kern	0	0%
Harvey L. Hall	140	15,666	14,424	13,787	14,253	11,611	13,291	83,032	Kern	139,343	60%
Heritage	20	6,419	4,447	2,392	0	0	702	13,960	Kern	19,906	70%
Home Base	126	13,671	16,943	8,815	7,531	6,051	7,389	60,636	Kern	62,704	97%
Lamont	20	6,800	7,113	3,715	0	0	3,913	21,791	Kern	19,906	109%
Martha J. Morgan	71	18,212	18,278	16,383	11,873	7,314	9,973	82,296	Kern	70,667	116%
McFarland	20	18,674	14,207	11,433	0	0	2,554	46,981	Kern	19,906	236%
Mojave	20	2,344	954	100	0	0	1,065	4,530	Kern	19,906	23%
Oasis	45	14,048	12,103	9,215	0	0	654	36,054	Kern	44,789	80%
Pete H. Parra	128	28,157	26,760	31,534	19,623	17,175	21,100	144,734	Kern	127,399	114%
Planz	0	0	0	0	0	0	0	0	Kern	0	0%
Primeros Pasos	76	16,591	28,746	32,941	27,910	14,522	18,261	139,603	Kern	75,643	185%
Rosamond	60	4,136	4,253	1,942	0	0	17	10,348	Kern	59,718	17%
San Diego	32	7,732	6,487	4,299	2,778	2,436	3,017	26,975	Kern	31,850	85%
Seibert	20	2,192	2,325	1,186	0	0	392	6,316	Kern	19,906	32%
Shafter	20	5,245	3,951	2,855	4,498	592	1,803	18,945	Kern	19,906	95%
Shafter HS/EHS	24	3,739	1,701	2,203	2,665	3,359	3,980	17,749	Kern	23,887	74%
Sterling	124	17,586	14,182	16,513	14,750	11,281	9,599	84,658	Kern	123,418	69%
Stockdale Head Start	60										
Sunrise Villa	20	2,987	4,203	1,784	0	0	656	9,713	Kern	19,906	49%
Taft	60	8,550	8,852	6,946	0	0	0	24,349	Kern	59,718	41%
Tehachapi	34	1,671	2,593	77	0	0	0	4,879	Kern	33,840	14%
Vineland	20	2,263	2,062	1,834	0	0	0	6,317	Kern	19,906	32%
Virginia	20	9,620	10,265	12,432	0	0	4,897	37,309	Kern	19,906	187%
Wesley	60	21,461	17,008	14,220	0	0	3,602	56,563	Kern	59,718	95%
Willow	40	10,607	9,946	6,779	0	0	2,919	30,336	Kern	39,812	76%
Administrative Services		0	0	0	0	0	0	0	Kern	0	0%
PC Planning		0	0	0	0	0	0	0	Kern	0	0%
PC By Laws		0	0	0	0	0	0	0			
Governance		451	363	369	0	39	105	1,327	Kern	15,000	9%
Program Services		13,559	8,991	5,680	6,201	7,588	0	42,021	Kern	74,265	57%
California Street	24	5,829	6,641	6,121	4,730	3,443	3,532	30,477	SJC	39,646	77%
Chrisman	16	4,794	4,540	2,987	946	0	0	13,267	SJC	26,431	50%
Gianone	0	0	0	0	0	0	682	705	SJC	0	0%
Kennedy	16	1,373	2,054	1,184	1,415	2,560	3,215	11,959	SJC	26,431	45%
Lodi Home Base	30	8,307	13,348	14,790	10,683	5,160	10,994	63,509	SJC	24,779	256%
Lodi UCC	30	6,058	6,624	5,855	5,632	5,928	6,682	36,824	SJC	49,558	74%
Manteca Home Base	11	7,143	5,740	6,477	3,909	4,286	5,816	33,417	SJC	9,086	368%
Marci Massei	24	1,924	2,680	2,838	2,834	3,187	3,315	16,778	SJC	39,646	42%
St. Mary's	24	4,791	3,369	3,162	6,348	3,404	6,003	27,078	SJC	39,646	68%
Stockton Home Base	78	9,353	11,386	11,847	12,647	7,203	13,315	65,773	SJC	64,425	102%
Tracy Home Base	12	6,099	4,634	4,532	3,758	0	0	19,023	SJC	9,912	192%
Walnut	24	3,586	3,040	3,039	4,162	5,123	4,572	23,614	SJC	39,646	60%
Administrative Services		0	0	0	0	0	0	0	SJC	0	0%
Program Services		0	0	755	3,501	0	0	4,256	SJC	0	0%
Policy Council		0	0	0	0	0	0	0	SJC	0	0%
SUBTOTAL IN-KIND	1,919	402,886	392,250	351,025	208,925	143,978	207,896	1,706,960	0	1,958,398	87%
x											
State General Child Care*		273,064	254,458	266,636	260,460	203,319	238,128	1,496,065	Kern	3,297,554	45%
State Preschool*		623,046	525,600	542,386	315,917	171,560	375,128	2,553,637	Kern	6,413,658	40%
State Migrant Child Care*		5,212	7,596	7,442	3,941	907	2,551	27,649	Kern	0	0%
SUBTOTAL CA DEPT of ED		901,323	787,654	816,465	580,318	375,785	615,807	4,077,352		9,711,212	42%
x											
State General Child Care*		96,972	128,349	139,529	128,466	109,071	159,715	762,103	SJC	1,175,152	65%
SUBTOTAL CA DEPT of ED		96,972	128,349	139,529	128,466	109,071	159,715	762,103		1,175,152	65%
GRAND TOTAL		1,401,181	1,308,253	1,307,019	917,709	628,834	983,418	6,546,415		12,844,762	51%
								494,646			
								7,041,061			

**Community Action Partnership of Kern
Early Head Start Child Care Partnerships
Non-Federal Share and In-Kind Year-to-Date Report
Budget Period: March 1, 2023 through February 29, 2024
Report for period ending August 31, 2023 (Month 6 of 12)**

Percent of year elapsed: **50.0%**

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

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



MEMORANDUM

To: Budget and Finance Committee

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

Date: October 18, 2023

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

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

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

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

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

Recommendation

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

Attachments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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



MEMORANDUM

To: Budget and Finance 

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

Date: October 18, 2023

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

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

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

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

Recommendation

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

Attachment:

Resolution #2023-15



RESOLUTION # 2023-15

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

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

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

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

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

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

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

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

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes the Chief Executive Officer to act on behalf of the Board as CAPK’s representative signatory with regard to the submission of the budget revision for the Head Start and Early Head Start grants.

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

Fred Plane, Chair
CAPK Board of Directors

Date



MEMORANDUM

To: Budget and Finance Committee

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

Date: October 18, 2023

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

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

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

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

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

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

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

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

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

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

Attachment:
Budget Detail

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

BUDGETED EXPENDITURES

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

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

REVENUES

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

SUMMARY - 2023-2024

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



MEMORANDUM

To: Budget & Finance Committee

From: Jacquelyn Guerra, Program Manager

Date: October 18, 2023

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

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

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

Recommendation:

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

Attachment:

VITA Contract Agreement 24VITA0111

General Federal Award Information

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

General Program Information

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

Contact Information for IRS Grant Officer

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

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

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

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

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

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

Name (Print)

Tracey Walker-Carter

Name (Print)

Title (Print)

Director, Stakeholder Partnerships, Education & Communication

Title (Print)

Signature

Date

Tracey Carter

Signature

10/01/2023

Date



MEMORANDUM

To: Budget & Finance Committee

From: Freddy Hernandez, Director of Youth & Community Services

Date: October 18, 2023

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

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

The general scope for the Planned Parenthood - Sex Education, program is to provide sex education services to 20 young adults to reduce teen pregnancy throughout East Kern County. The work connects to CAPK's mission and Strategic Goal 2, to make sure that all families in the communities we serve have access to high quality early learning and care choices to meet their diverse needs.

Recommendation:

Staff recommends the approval to move forward with the Planned Parenthood – Sex Education Program agreement and authorize the Chief Executive Officer to sign and execute the contract agreement and any amendments throughout the term of this agreement.

Attachment:

Contract Agreement for the Planned Parenthood - Sex Education Program

CONTRACT SERVICES AGREEMENT

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

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

1. CONTRACT SERVICES

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

2. PAYMENT

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

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

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

3. TERM; TERMINATION

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

4. RELATIONSHIP OF THE PARTIES

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

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

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

5. INTELLECTUAL PROPERTY RIGHTS

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

6. CONFIDENTIAL INFORMATION

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

7. WARRANTIES

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

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

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

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

8. INDEMNIFICATION

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

9. INSURANCE

9.1 Each Party shall procure and maintain, at its sole expense, comprehensive general liability insurance for bodily injury and property damage with limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate. A copy of the certificate of insurance coverage shall be provided to the other Party upon request.

9.2 Each Party shall also maintain workers' compensation and disability coverage as required by law with respect to all employees.

9.3 In the event of a cancellation, termination, or material change in policy terms of any of the above-referenced insurance coverages, each Party shall provide written notice to the other Party thirty (30) days prior to such cancellation, termination, or material change. Cancellation, termination, or a material change in policy terms shall be grounds for immediate termination of this Agreement.

10. LIMITATION OF LIABILITY

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

11. GENERAL

11.1 Assignment. Contractor may not assign or transfer this Agreement, in whole or in part, without PPMM's express prior written consent. Any attempt to assign this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.

11.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties irrevocably

consent to the personal jurisdiction and venue therein.

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

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

PLANNED PARENTHOOD MAR MONTE
"PPMM"

Community Action Partnership of Kern
"Contractor"

Name: Courtney Macavinta

Name: Jeremy T. Tobias

Title: VP of Learning

Title: Chief Executive Officer

APPENDIX 1

SCOPE OF WORK

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

About the project (TP1AH000316)

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

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

I. CONTRACTOR RESPONSIBILITIES

MILESTONE requirements for Contractor:

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

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

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

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

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

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

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

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

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

Q2 Milestone Project Fee Budget: \$10,000.00
(Invoice Date: Dec. 31, 2023)

Contractor will:

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

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

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

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

Contractor will:

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

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

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

Contractor will:

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

II. PPMM RESPONSIBILITIES

PPMM will:

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

APPENDIX 2

Contractor Invoice Requirements

I. CONTRACTOR INVOICE REQUIREMENTS

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

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

APPENDIX 3
CONFIDENTIALITY/ NON-DISCLOSURE AGREEMENT

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

- 1. Purpose.** In consideration of establishing and maintaining a business relationship and in connection with the Services to be rendered as set forth in the Agreement between the Parties (the "Relationship"), each Party may disclose to the other Party certain information that the Disclosing Party deems to be confidential.

- 2. Definitions**
 - a. Disclosing and Receiving Party.** The Party disclosing Confidential Information (as defined in Subsection 2(b) below) is referred to as "Disclosing Party," and the Party receiving such information is referred to as "Receiving Party."

 - b. Confidential Information Defined.** For the purposes of this NDA, "Confidential Information" means all information in whatever form transmitted that is disclosed by the Disclosing Party to the Receiving Party relating to past, present or future business affairs, including without limitation, research, development, know-how, processes, designs, samples, inventions, ideas, equipment, sales information, trade secrets, technology, software, source code, applications for patents, intellectual property, business plans, marketing methods and plans, market studies, customers, products, sales and pricing information, financial information, business methodologies and practices, operations and systems of the Disclosing Party, and also all information that the Disclosing Party has or may have in its possession under obligations of confidentiality. Confidential Information shall also include all methodology and technology embedded in such information and all analyses, compilations, data, studies or other documents prepared by the Receiving Party containing or based on any Confidential Information received from the Disclosing Party. Without limiting the foregoing, the discussions that give rise to the Agreement and this NDA or the discussions or negotiations covered by the Agreement and this NDA are Confidential Information.

 - c. Certain Exclusions.** Confidential Information does not include any information of the Disclosing Party that: (i) is or becomes publicly available through no wrongful act of the Receiving Party or its Advisors (as defined in Subsection 2(d) below); (ii) is required to be disclosed to a governmental agency or entity, or by law or legal process, by advice of the Receiving Party's legal counsel, provided that before making such disclosure, the Receiving Party gives written notice to the Disclosing Party of such required disclosure in order that the Disclosing Party may interpose an objection thereto or otherwise take action to protect the confidentiality of such information, to the extent that giving such notice is not in violation of any applicable law, order, regulation or rule; (iii) at the time of disclosure to the Receiving Party, was known to the Receiving Party (as evidenced by documentation in the Receiving Party's possession) free of any nondisclosure obligations; (iv) is independently developed by the Receiving Party without reliance on the Confidential Information provided by the Disclosing Party; or (v) that is the subject of a separate agreement described in Section 4 below.

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

3. Protection of Confidential Information.

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

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

- 8. No Representation.** The Receiving Party acknowledges that the Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information.
- 9. Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, and addressed to Party's address as first set forth in the Agreement or to such other address or person as shall have been specified in writing by either Party to the other.

10. Miscellaneous

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

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

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

<<SIGNATURES ON NEXT PAGE>>

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

PLANNED PARENTHOOD MAR MONTE
"PPMM"

Community Action Partnership of Kern
"Contractor"

Name: Courtney Macavinta

Name: Jeremy T. Tobias

Title: VP of Learning

Title: Chief Executive Officer



MEMORANDUM

To: Budget & Finance Committee

From: Wilfredo Cruz – Energy Program Administrator

Date: October 18, 2023

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

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

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

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

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

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

Recommendation:

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

Attachments:

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

Community Action Partnership of Kern



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

AMENDMENT IV TO CONTRACT FOR SERVICES AGREEMENT

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

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

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

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

VENDOR: OASIS AIR CONDITIONING

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____



Community Action Partnership of Kern

5005 Business Park North, Bakersfield, CA 93309

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

AMENDMENT II TO CONTRACT FOR SERVICES AGREEMENT

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

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

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

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

VENDOR: GARCIA INDUSTRIES, INC dba COMMUNITY OUTREACH SERVICES

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____



MEMORANDUM

To: Budget and Finance Committee
Karen Vazquez

From: Karen Vazquez, Senior Community Development Specialist

Date: October 18, 2023

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

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

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

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

Recommendation

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

Attachment:
Resolution-16



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

INSTRUCTIONS

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

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

Please make sure all boxes are filled in.

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

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

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

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

Important Note:

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

Resolution of the Governing Body

RESOLUTION NO. _____

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

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

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

SECTION 6:

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

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

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

Name of Approving Officer

Title of Approving Officer

Signature of Approving Officer

ATTESTATION

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

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

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

By: _____
Print Name of Attesting Person

Title:

By: _____
Signature/Stamp of Attesting Person

Date Attested:



Helping People... Changing Lives.

COMMUNITY ACTION PARTNERSHIP OF KERN

Budget & Finance Committee

OCTOBER 18, 2023

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**COMMUNITY ACTION PARTNERSHIP OF KERN
 SCHEDULE OF PROGRAMS (FUNDS)
 FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/23 - 02/28/24	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/23 - 02/28/24	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/23 - 02/28/24	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/23 - 02/28/24	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/23 - 02/28/24	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/23 - 02/28/24	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	534	DONATIONS
211			NOT APPLICABLE	03/01/23 - 02/28/24	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/23 - 02/28/24	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/23 - 02/28/24	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START/HEAD START	29,150,876	93.600	09CH011132-05	03/01/23 - 02/28/24	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	7,317,893	93.600	09CH011132-05	03/01/23 - 02/28/24	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D042103	08/01/22 - 07/31/23	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	244,868	21.009	23VITAA0166	10/01/22 - 09/30/23	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,756,701	93.569	23F - 4015	01/01/23 - 12/31/23	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,438,248 7,083,340	93.568 93.568	22B - 4012 23B - 5013	11/01/21 - 06/30/23 11/01/22 - 06/30/24	122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
SLIHEAP (SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	208,133	93.568	22Q-4561	09/01/22 - 06/30/23	122-42	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	5,432,583	93.568	22J-5716	04/1523 - 05/31/25	122-43	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

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PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 03/31/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME ENERGY ASSISTANCE PROGRAM)	5,432,583	93.568	23J-5716	04/15/23 - 05/31/25	122-42	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)	537,098	93.499	21Z-9556	04/01/22 - 08/31/23	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	677,192	93.575	CCTR - 2058	07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	275,855	93.596	CCTR - 2058	07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT ALTERNATIVE PAYMENT	5,643,428	93.575	CMAF - 2000	07/01/22 - 06/30/23	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT CHILD CARE	2,088	93.575	CMIG - 2004	07/01/22 - 06/30/23	250	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
NEOPB CAL FRESH HEALTHY LIVING	1,816,697	10.561	19-10324 A01	10/01/22 - 09/30/23	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE C	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/ 569	15 - MOU - 00118	10/01/22 - 09/30/23	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP REACH AND RESILIENCY	96,159	10.568	15 - MOU - 00118	06/13/22 - 06/30/24	105-103	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 39	50,638	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S ARPA	156,509	97.024		7/1/2022 - 3/31/2023	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182		PENDING	131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
SAFE CAMPING - COUNTY OF KERN	1,212,423	21.027		7/1/2022 - 6/30/2023	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	437,459	10.565	MOU-20-6003	10/01/22 - 09/30/23	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,277,247	10.557	22 - 10236	10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	575,000	93.185	00-FE-3400-01-00	05/01/22 - 06/30/23	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PRO	107,627	10.561	22 - CF - SUB - KERN	10/01/22 - 09/30/23	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
HUD COMMUNITY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBAN HOUSING AND DEVELOPMENT
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/22 - 06/30/23	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)
CITY OF BAKERSFIELD - FHCC SPORTS FIELD	1,000,000	N/A	2023 - 073	07/01/2022 - 07/30/2026	231	STATE OF CALIFORNIA, DEPT OF PARKS AND RECREATION, CITY OF BAKERSFIELD
CITY OF BAKERSFIELD CALVIP	578,731	N/A	2022-199	9/21/22-12/31/25	247	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	1,571,900	PO23-01122	N/A	07/01/22 - 06/30/23	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/22 - 06/30/23	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	23,809,862		CMAF - 2000	07/01/22 - 06/30/23	261	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	3,043,423		CCTR - 2058	07/01/22 - 06/30/23	253	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CALIFORNIA STATE PRESCHOOL PROGRAM	7,153,992		CSPP - 2120	07/01/22 - 06/30/23	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	291,239		CMIG - 2004	07/01/22 - 06/30/23	250	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT SPECIALIZED SERVICES	40,079		CMSS - 2004	07/01/22 - 06/30/23	252	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	1,466,598		21T-1015	12/01/21 - 06/30/23	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,874,043		010 - 2023	07/01/22 - 06/30/23	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/22 - 06/30/23	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	311,248		012 - 2023	07/01/22 - 06/30/23	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,108,229		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE
FOOD BANK CAPACITY PROGRAM - FOOD BANK EXPANSION	4,859,606		SGRT-22-0012	07/01/21 - 06/30/26	215-100	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/22 - 06/30/23	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	242,527		15 MOU - 00118	07/01/22 - 06/30/23	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSOSTANCE CAL FOOD ONE-TIME FUNDS	3,669,360		N/A	07/01/22 - 06/30/23	216-102	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
BOARD OF STATE AND COMMUNITY CORRECTIONS WARM HAND-OFF	750,000		BSCC 1012-22	10/01/22 - 04/30/26	277	STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS
DIFFERENTIAL RESPONSE SERVICES	240,727		N/A	07/01/22 - 06/30/23	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FIRST 5 KERN - HELPLINE 211	90,558 93,282		2020.2.05	07/01/22 - 06/30/23 07/01/23 - 06/30/24	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	144,951 147,799		2020.2.06	07/01/22 - 06/30/23 07/01/23 - 06/30/24	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	249,281 256,718		2020.1.06	07/01/22 - 06/30/23 07/01/23 - 06/30/24	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	169,156 173,165		2020.2.18	07/01/22 - 06/30/23	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS. SIERRA FOUNDATION
UNITED WAY STANISLAUS - CES	402,525			07/01/22 - 03/31/23	292	STATE OF CALIFORNIA, HOUSING HOMELESS ASSISTANCE AND PREVENTION, UNITED WAY OF STANISLAUS COUNTY
COUNTY OF KERN HELPLINE 211	45,000		604-2022	07/01/22 - 06/30/23	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/22 - 06/30/23	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
SHAFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	527-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND GRANT
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
FRIENDSHIP HOUSE - ALBERTSONS STEM	4,868				531-266	ALBERTSONS COMPANIES FOUNDATION
211 LA County	10,000 15,000		N/A	11/01/22 - 06/30/23 07/01/23 - 06/30/24	536-230	CALIFORNIA 211 PROVIDERS NETWORK
211 KINGS COUNTY	22,868		N/A	07/01/22 - 06/30/23	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/22 - 06/30/23	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/22 - 06/30/23	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	96,737		N/A	01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
211 MERCED & MARIPOSA	25,910		N/A	07/1/22 - 06/30/23	536-235	UNITED WAY OF MERCED & MARIPOSA COUNTIES
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A	01/01/23 - TBD	423	FEEDING AMERICA SERVICE INSIGHTS

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**COMMUNITY ACTION PARTNERSHIP OF KERN
 SCHEDULE OF PROGRAMS (FUNDS)
 FOR THE PERIOD MARCH 1, 2023 THROUGH FEBRUARY 28, 2024**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/22 - 11/30/23	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST
KERN FAMILY HEALTH SYSTEMS CAL AIM	PER VISIT			07/01/22 - TBD	550	KERN FAMILY HEALTH SYSTEMS

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**COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2023/24**

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

**COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2023/24**

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

**COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2023/24**

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

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
 FISCAL YEAR 2023/24

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

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2023 for \$1.5 million during January, February, July, August 2023 and will decrease to \$350,000 during March - June 2023, Sept - Dec 2023. This agreement will terminate on January 15, 2024. A varied amount decrease to better manage the cash flow need during peak months.

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

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/22 - 3/31/23	90 days	\$ 642.01	8.69%
04/01/23 - 6/30/23	90 days	\$ 221.18	8.90%
07/01/23 - 9/30/23	90 days		
10/01/23 - 12/31/23	90 days		

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

COMMUNITY ACTION PARTNERSHIP OF KERN OPERATING CASH SUMMARY AS OF AUGUST 31, 2023	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(103,432.03)
HEAD START/EARLY HEAD START	1,460,022.30
SUBTOTAL	1,356,590.27
GENERAL CHILD CARE	63,844.49
MIGRANT A/P	1,905,208.06
Child Development Reserve Fund No. 1	183,677.30
Child Development Reserve Fund No. 2	(7,962.35)
MIGRANT CHILD CARE	149,759.74
MIGRANT SPECIALIZED SERVICES	7,515.00
SAN JOAQUIN COE GENERAL CHILD CARE	18,571.61
STATE PRESCHOOL	3,645,851.33
SUBTOTAL	5,966,465.18
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(200,463.93)
EF&S	17,891.00
EFAP	(88,959.22)
HUD CPF Food Bank Expansion	(471,560.49)
FEEDING AMERICA SERVICE INSIGHTS	45,716.44
FOOD BANK	(312,385.73)
FOOD BANK EXPANSION	(2,002.18)
FOOD BANK CAPACITY PROGRAM	591,739.02
FOOD BANK - STATE	(1,000,483.32)
SOUTHERN CA GAS COMPANY	165,043.67
WONDERFUL FOOD BANK EXPANSION	1,862,818.70
WONDERFUL FOUNDATION	135,625.40
SUBTOTAL	742,979.36
ENERGY	(146,304.92)
DOE WAP	0.00
LIHEAP	(2,174,256.65)
LIWHAP	(62,214.30)
PG&E	6,065.59
TRANSFER NEGATIVE BALANCE	2,376,710.28
SUBTOTAL	0.00
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	0.00
SUBTOTAL	0.00
211	490,239.30
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CSPP)	(87,125.40)
KCCD CERF REGIONAL CONVENOR	(20,767.29)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(26,676.54)
CALAIM HOMELESS PREVENTION SERVICES	137,234.38
CAL FRESH	(29,998.64)
CALEITC	(387,111.53)
CAPK FOUNDATION	(22,053.73)
COST POOLS	1,398.10
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(270,557.06)
CSBG	125,174.88
CSBG - DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(2,087.02)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	3,307,304.06
EAST KERN FAMILY RESOURCE CENTER	26,823.33
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(104,975.38)
ESG COORDINATED ENTRY SERVICE - COVID19	(1,577.09)
ASTHO VACCINE EQUITY	4,326.80
CITY OF BAKERSFIELD CAL VIP	(14,498.02)
FIRST 5 KERN 211	(10,305.98)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(16,915.91)
FIRST 5 HELP ME GROW	(14,929.75)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(26,117.40)
FRIENDSHIP HOUSE	1,779.29
City of Bakersfield - FHCC Sports Field	19,000.00
FUNDRAISING	275,059.44
GENERAL FUND	(10,794.67)
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	0.01
HOME VISIT INITIATIVE (CO OF KERN)	(710,112.29)
HUD-COORDINATED ENTRY SYSTEM	(25,447.16)
Kaiser	90,000.00
INDIRECT FUND	1,496,418.88
IRS - VITA	(50,666.36)
TAX ASSISTANCE	12,689.43
M ST NAVIGATION CENTER	43,004.89
NEOPB CAL FRESH HEALTHY LIVING	(476,048.38)
POSITIVE YOUTH DEV SVC	(5,113.35)
POSITIVE YOUTH M	(36,240.50)
SHAFTER YOUTH CENTER	55,434.02
OASIS FAMILY RESOURCE CENTER	7,798.07
SIERRA FOUNDATION - ASTHMA MITIGATION	(39,691.00)
UNITED WAY 211	981.55
UW STANISLAUS CES	(55.00)
WELLS FARGO FOUNDATION	46,900.12
WIC	(965,305.78)
LESS: ENERGY NEGATIVE BALANCE	(2,376,710.28)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	410,733.74
TOTAL OPERATING CASH	8,476,768.55

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

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

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

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023

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


ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	08/31/23	955,260.90
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	08/31/23	955,260.90

BALANCE PER G/L	07/31/23	954,385.10
ADD:		
DEPOSITS		0.00
INTEREST		875.80
ROUNDING ERROR		0.00
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	08/31/23	955,260.90

DIFFERENCE: 0.00

* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/18/23
 APPROVED BY:  TITLE: Chief Financial Officer DATE: 09/18/2023

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

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023

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


ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	08/31/23	16,775.69
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	08/31/23	16,775.69

BALANCE PER G/L	07/31/23	16,760.31
ADD:		
DEPOSITS		0.00
INTEREST		15.38
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
WIRE TRANSFER		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	08/31/23	16,775.69

* December 2009 name changed from Food Bank to DOE ARRA. DIFFERENCE: 0.00

** January 2018 name changed from DOE ARRA to CSD Advances.

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/21/23
 APPROVED BY:  TITLE: Chief Financial Officer DATE: 09/21/2023

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023


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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	08/31/23	21,130.66
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE	08/31/23	21,130.66

BALANCE PER GENERAL LEDGER	07/31/23	21,128.74
ADD:		
DEPOSITS (Credit Card Donations & Shared Fee)		0.00
ONLINE DONATIONS		0.00
PAYPAL DEPOSIT		0.00
INTEREST		19.37
LESS:		
APPLIED MERCHANT DEBITS		0.00
CLIENT ANALYSIS SERVICE CHARGE		17.45
BANKCARD FEES		0.00
CASH CONCENTRATION FEE		0.00
FUND TRANSFER TO GENERAL FUND		0.00
		0.00
BALANCE PER GENERAL LEDGER:	08/31/23	21,130.66

* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing. Difference: 0.00
 ** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.
 *** January 2018 name changed from HOPE Program Account to On-line Donations Account.

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/18/23
 APPROVED BY:  TITLE: Chief Financial Officer DATE: 09/18/2023

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

BANK RECONCILIATION FOR MONTH ENDING
August 31, 2023

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	08/31/23	96,990.07
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	08/31/23	96,990.07
<hr/>		
BALANCE PER G/L	07/31/23	96,901.15
ADD:		
DEPOSITS		0.00
INTEREST		88.92
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	08/31/23	96,990.07
		DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 09/18/23
 APPROVED BY: *Nancy Webster* TITLE: Chief Financial Officer DATE: 09/18/2023

**COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED August 1, 2023 - August 31, 2023**

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	59.72
Gloria Barbero	Administrator - EHS San Joaquin	119.40
Yolanda Gonzales	Director of Head Start/State Child Development Programs	4,206.57
Freddy Hernandez	Director of Youth and Community Services	8,423.88
Louis Gill	Chief Program Officer	4,410.44
Lisa McGranahan	Director of Human Resources	6,093.86
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	299.68
Pritika Ram	Chief Business Development Officer	7,371.02
Jeremy Tobias	Chief Executive Officer	9,819.80
Emilio Wagner	Director of Operations	13,594.31
Tracy Webster	Chief Financial Officer	4,167.11
Rebecca Moreno	Director of Housing Support Services	15,613.00
Susana Magana	Director of Nutrition Services	2,599.90
	Total	\$ 76,778.69



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

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

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Catherine Anspach	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/3/2023	8/7/2023	Office Depot #952 Bakersfield, CA		_____	_____	50.00
Needed more envelopes for monthly thank-you letters.						
<hr/>						
2 8/29/2023	8/30/2023	Walgreens #6756 Bakersfield, CA		_____	_____	9.72
Two printed photos used as a donor appreciation gift.						
<hr/>						

Transaction Count: 2
Total: 59.72

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Gloria Barbero	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/17/2023	8/18/2023	Cps Hr Consulting 916-2633600, CA				4.85
Site supervisor registration for the CCL Operations and Record Keeping Orientation.						
<hr/>						
2 8/17/2023	8/18/2023	Cps Hr Consulting 916-2633600, CA				54.85
Site supervisor registration for the CCL Child Care Center Application Online Orientation.						
<hr/>						
3 8/22/2023	8/23/2023	Cps Hr Consulting 916-2633600, CA				4.85
Program Manager registration for the CCL Operations and Record Keeping Orientation.						
<hr/>						
4 8/22/2023	8/23/2023	Cps Hr Consulting 916-2633600, CA				54.85
Program Manager registration for the CCL Child Care Center Application Online Orientation.						
<hr/>						

Transaction Count: 4

Total: 119.40

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/18/2023	8/21/2023	United 800-932-2732, TX				776.52
FLIGHT FOR ROSA RABAGO FOR 2023 FAMILY ENGAGEMENT & CULTURAL EFFECTIVENESS CONF. HONOLULU, HA 102323-102823						
2 8/18/2023	8/21/2023	United 800-932-2732, TX				776.52
FLIGHT FOR FRANCIS VEGA FOR 2023 FAMILY ENGAGEMENT & CULTURAL EFFECTIVENESS CONF HONOLULU, HA 102323-102823						
3 8/18/2023	8/21/2023	United 800-932-2732, TX				776.52
FLIGHT FOR LIZETTE BRAVO FOR FAMILY ENGAGEMENT & CULTURAL EFFECTIVENESS CONF HONOLULU, HA 102323-102823						
4 8/18/2023	8/21/2023	United 800-932-2732, TX				776.52
Flight for Eva Rodriguez for Family Engagement & cultural Effectiveness Conf. Honolulu, Hawaii 102323-102823						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/21/2023	8/24/2023	Marriott Atlanta Marqu 866-435-7627, GA				252.63
LODGINING FOR NCAP ANNUAL CONVENTION 2023 ATLANTA, GA 082223-082523 SYLVIA ORTEGA						
6 8/23/2023	8/25/2023	Marriott Atlanta Marqu 866-435-7627, GA				830.58
LODGINING FOR NCAP ANNUAL CONVENTION 2023. ATLANTA, GA 082223-082523 YOLANDA GONZALES						
7 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				-117.69
CREDIT FOR LODGINING FOR NCAP ANNUAL CONVENTION 2023. ATLANTA, GA 082223-082523 - YOLANDA GONZALES						
8 8/30/2023	8/31/2023	Costco Whse #0688 Bakersfield, CA				134.97
PURCHASE OF KIRKLAND DIAPERS FOR CHILD AT PHP. DOCTORS NOTE PROVIDED ON 8/29/23						
						Transaction Count: 8
						Total: 4,206.57

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Freddy Hernandez	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/2/2023	Mgm Grand - Adv Dep 8552755733, NV				-143.54
Lodgin deposit refund for Andrea Chavez to attend the Latino Tax Fest Conference in Las Vegas, NV July 9-14, 2023						
2 7/31/2023	8/2/2023	Mgm Grand - Adv Dep 8552755733, NV				-143.54
Lodging deposit refund for Jayshree Madeka to attend the Latino Tax Fest Conference in Las Vegas, NV July 9-14, 2023						
3 8/1/2023	8/2/2023	Toyota Of Lancaster 661-9480731, CA				1,857.47
East Kern vehicle repair						
4 8/2/2023	8/4/2023	Town And Country - Lod San Diego, CA				471.53
Lodging for Jacquelyn Guerra to attend the IRS Nationwide Tax Forum Conference in San Diego, CA August 21-24, 2023						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/6/2023	8/7/2023	Nascsp* 3265xxx 2023 Www.Nascsp.Or, DC				1,327.00
Registration for Freddy Hernandez to attend the NASCSP Annual Training Conference Sept 25-29, 2023						
<hr/>						
6 8/7/2023	8/7/2023	Reservation Amwaygra 8449963737, CA				332.90
Loding for Freddy Hernandez to attend the NASCSP 2023 Annual Training Conference Sept 24-29, 2023						
<hr/>						
7 8/7/2023	8/7/2023	Www.Calcapa.Org Www.Calcapa.O, CA				549.00
Registration for Freddy Hernandez for the 2023 CalCAPA Annual Conference in San Francisco, CA						
<hr/>						
8 8/7/2023	8/7/2023	Www.Calcapa.Org Www.Calcapa.O, CA				649.00
Registration for Jacquelyn Guerra to attend the 2023 CalCAPA Annual Conference in San Francisco, CA Nov 2023						
<hr/>						
9 8/7/2023	8/8/2023	Reservation Amwaygra 8449963737, CA				-332.90
Loding for Freddy Hernandez to attend the NASCSP 2023 Annual Training Conference Sept 24-29, 2023 (Refund)						
<hr/>						
10 8/7/2023	8/8/2023	American Air Fort Worth, TX				560.60
Airfare for Freddy Hernandez to attend the NASCSP 2023 Annual Training Conference Sept 24-29, 2023						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11 8/11/2023	8/14/2023	Kern River Power Equipme Bakersfield, CA				161.25
Energy Vehicle: Emergency repair to insulate truck						
<hr/>						
12 8/16/2023	8/18/2023	Family Development Resour 435-6495822, UT				150.00
Oasis FRC online assessments for parenting class, purchase available by credit card only						
<hr/>						
13 8/18/2023	8/21/2023	American Air Fort Worth, TX				286.80
Airfare for Jacquelyn Guerra to attend the VITACon'23 Conference in Pittsburgh, PA Sept 5-9, 2023						
<hr/>						
14 8/18/2023	8/21/2023	American Air Fort Worth, TX				286.80
Airfare for Andrea Chavez to attend the VITACon'23 Conference in Pittsburgh, PA Sept 5-9, 2023						
<hr/>						
15 8/18/2023	8/21/2023	American Air Fort Worth, TX				286.80
Airfare for Julia Romero to attend the VITACon'23 Conference in Pittsburgh, PA Sept 5-9, 2023						
<hr/>						
16 8/19/2023	8/21/2023	Cfed 1to1 Fund 202-207-0130, DC				200.00
Registration for Julia Romero to attend the VITACon'23 Conference in Pittsburgh, PA						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
17 8/19/2023	8/21/2023	Cfed 1to1 Fund 202-207-0130, DC				200.00
Registration for Andrea Chavez to attend the VITACon'23 Conference in Pittsburgh, PA						
18 8/20/2023	8/22/2023	Larkspur Landing Folsom Folsom, CA				801.12
Lodging for Gary Steves to attend CalCERTS training & certification in Folsom, CA August 20-26, 2023						
19 8/20/2023	8/22/2023	Larkspur Landing Folsom Folsom, CA				801.12
Lodging for Abran Gonzalez to attend CalCERTS training & certification in Folsom, CA August 20-26, 2023						
20 8/20/2023	8/22/2023	Town And Country - Lod 619-2917131, CA				-707.28
Lodging refund for Jacquelyn Guerra to attend the IRS Nationwide Tax Forum Conference in San Diego, CA August 21-24, 2023 (Canceled trip due to severe weather)						
21 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				712.89
Lodging for Freddy Hernandez attend NCAP Convention in Atlanta, GA from August 22-25, 2023						
22 8/24/2023	8/24/2023	Adtsecurity Myadt.Com 800-238-2727, FL				63.87
East Kern security alarm charge						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
23 8/25/2023	8/25/2023	Adtsecurity Myadt.Com 800-238-2727, FL				52.99
East Kern security alarm charge						

Transaction Count: 23

Total: 8,423.88

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Louis Gill	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6829	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/1/2023	8/2/2023	Www.Calcapa.Org Www.Calcapa.O, CA				299.00
Registration for Louis Gill to attend the CalCAPA/Region IX Community Action Convening Meeting Sep 19-21, 2023						
2 8/1/2023	8/2/2023	American Air Fort Worth, TX				584.80
Airfare for Louis Gill to attend the CalCAPA/Region IX Community Action Convening Meeting Sep 19-21, 2023						
3 8/7/2023	8/8/2023	Www.Calcapa.Org Www.Calcapa.O, CA				459.00
Registration for Louis Gill to attend the NCAP Convention in Atlanta, GA August 22-25, 2023						
4 8/9/2023	8/10/2023	Tst* West Coast Sourdough 916-812-2515, CA				183.32
Lunch for the PRE Meeting 8/9/23						
5 8/9/2023	8/11/2023	Tst* West Coast Sourdough 916-812-2515, CA				-183.32
Refund due to the PRE Meeting being cancelled						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/9/2023	8/11/2023	Mirage - Hotel & Casino 7028913840, NV				191.61
Lodging to attend the CalCAPA Region IX Convening Meeting						
<hr/>						
7 8/11/2023	8/14/2023	American Air Fort Worth, TX				490.00
Airfare for Louis Gill to attend the NCAP Convention in Atlanta, GA August 22-25, 2023						
<hr/>						
8 8/21/2023	8/23/2023	American Ai 800-433-7300, TX				30.00
Airfare baggage for Louis Gill to attend the NCAP Convention in Atlanta, GA August 22-25, 2023-nonrefundable fee.						
<hr/>						
9 8/22/2023	8/23/2023	Smart And Final 326 Bakersfield, CA				68.88
M ST COVID-19: bottled water for the clients housed at hotels due to isolation						
<hr/>						
10 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				438.79
Lodging for client at M ST Navigation Center						
<hr/>						
11 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				395.86
Lodging 309 for LBNC client Luis Gallegos						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				438.79
Lodging for client at M ST Navigation Center						
<hr/>						
13 8/22/2023	8/24/2023	Studio 6 - Bakersfield Bakersfield, CA				391.09
Lodging 316 for LBNC client Adam Estolas						
<hr/>						
14 8/24/2023	8/25/2023	106 Floyds Gen Hardware Bakersfield, CA				68.18
Supplies/repair & maintenance purchase for an immediate repair at the M St Navigation Center						
<hr/>						
15 8/24/2023	8/28/2023	Studio 6 - Bakersfield 6613931277, CA				76.31
Lodging 309 for LBNC client Luis Gallegos						
<hr/>						
16 8/25/2023	8/28/2023	Studio 6 - Bakersfield Bakersfield, CA				95.39
Lodging for client at M ST Navigation Center						
<hr/>						
17 8/25/2023	8/28/2023	Studio 6 - Bakersfield Bakersfield, CA				95.39
Lodging for client at M ST Navigation Center						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 8/25/2023	8/28/2023	Studio 6 - Bakersfield Bakersfield, CA				84.79
Lodging for client at M ST Navigation Center						
<hr/>						
19 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				202.56
Lodging charges for staff to attend the National Community Action Partnership Annual Convention in Atlanta, GA August 22-25, 2023 (UNKNOWN CHARGES-INVESTIGATE)						
<hr/>						

Transaction Count: 19

Total: 4,410.44

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/1/2023	8/2/2023	Trainhr Www.Trainhrle, CA		_____	_____	295.00
		HR I9 Update Training				
<hr/>						
2 8/1/2023	8/2/2023	Trainhr Www.Trainhrle, CA		_____	_____	295.00
		HR I9 Update Training				
<hr/>						
3 8/3/2023	8/4/2023	Urbane Cafe Bakersfiel Bakersfield, CA		_____	_____	240.96
		Urbane Cafe Bakersfield - Personnel Committee Meeting				
<hr/>						
4 8/16/2023	8/18/2023	Biometrics4all Inc 714-568-9888, CA		_____	_____	15.00
		Relay Fees for running New Hire Fingerprints Invoice Period 07/01/2023-07/31/2023 Invoice Date 08/01/2023				
<hr/>						
5 8/30/2023	8/31/2023	Adr Services, Inc. Httpswww.Adrs, CA		_____	_____	5,247.90
		Bledsoe V. CAPK Legal Fees				
<hr/>						

Transaction Count: 5

Total: 6,093.86

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA				499.00
Registration Fee for Bradley (Ryan) Fergon to attend CalCAPA Annual Conference in San Francisco						
2 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA				499.00
Registration Fee for Karen Vazquez to attend CalCAPA Annual Conference in San Francisco						
3 8/1/2023	8/2/2023	Stk*shutterstock 866-6633954, NY				29.00
Monthly Subscription for Stock Photos						
4 8/2/2023	8/2/2023	American Air Fort Worth, TX				584.80
Airline Ticket for Savannah Maldonado to attend the CalCAPA Region IX Convening in Las Vegas, NV						
5 8/2/2023	8/3/2023	Fresno Bee Su 3 800-877-3400, CA				159.99
Annual Digital Subscription						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/2/2023	8/3/2023	Sacbee Subscription 800-284-3233, CA				219.99
Annual Digital Subscription						
7 8/3/2023	8/4/2023	Community Action Partner 202-265-7546, DC				798.00
Registration Fee for Karen Vazquez & Bradley (Ryan) Fergon to attend the NCAP Data Convening in Denver, CO						
8 8/3/2023	8/7/2023	United 800-932-2732, TX				408.20
Airline Ticket for Bradley (Ryan) Fergon to attend NCAP Data Convening in Denver, CO						
9 8/3/2023	8/7/2023	United 800-932-2732, TX				408.20
Airline Ticket for Karen Vazquez to attend NCAP Data Convening in Denver, CO						
10 8/4/2023	8/7/2023	The Curtis Denver, CO				553.28
Hotel Deposit for Ryan Fergon. NCAP Data Convening Conference.						
11 8/4/2023	8/7/2023	The Curtis Denver, CO				553.28
Hotel Advance Payment for Karen Vazquez. NCAP Data Convening Conference						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/9/2023	8/11/2023	Mirage - Hotel & Casino 7028913840, NV				191.61
Hotel Deposit Fee for Savannah Maldonado. CalCAPA Region IX Convening.						
<hr/>						
13 8/15/2023	8/16/2023	Woolgrowers Restaurant Bakersfield, CA				86.69
Lunch with CSD Rep. for CSD Monitoring Review. See attached agenda & list of attendees.						
<hr/>						
14 8/19/2023	8/21/2023	Facebk Tturuspem2 650-5434800, CA				100.00
Facebook Ad						
<hr/>						
15 8/20/2023	8/21/2023	Facebk Rmcrgt7em2 650-5434800, CA				1.08
Facebook Ad						
<hr/>						
16 8/20/2023	8/21/2023	Facebk Jw9bssxem2 650-5434800, CA				32.54
Facebook Ad						
<hr/>						
17 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				1,532.69
Hotel Fee for Savannah Maldonado. NCAP Annual Convention.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 8/23/2023	8/23/2023	Facebk D4nnatbfm2 650-5434800, CA				100.00
		Facebook Ad				
<hr/>						
19 8/23/2023	8/24/2023	Smart And Final 362 Bakersfield, CA				7.69
		Water for KAN meeting on 8/23/23. See attached documentation.				
<hr/>						
20 8/23/2023	8/25/2023	Flame And Skewers 2 Bakersfield, CA				161.76
		Lunch for KAN meeting on 8/23/23. See attached documentation.				
<hr/>						
21 8/26/2023	8/28/2023	Facebk P3hzbtkem2 650-5434800, CA				100.00
		Facebook Ad				
<hr/>						
22 8/28/2023	8/30/2023	Office Depot #952 Bakersfield, CA				116.69
		Fee to spiral bind 20 copies of the Kern County Food Insecurity Needs Assessment.				
<hr/>						
23 8/28/2023	8/30/2023	Office Depot #952 Bakersfield, CA				43.29
		Wireless Mouse for Community Development Staff.				
<hr/>						



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Jeremy Tobias	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA		_____	_____	499.00
Registration fee for Board Member Yolanda Ochoa to attend CalCAPA Annual Conference in San Francisco.						
<hr/>						
2 7/31/2023	8/1/2023	Www.Calcapa.Org Www.Calcapa.O, CA		_____	_____	499.00
Registration fee for Board Member Gina Martinez to attend CalCAPA Annual Conference in San Francisco.						
<hr/>						
3 8/2/2023	8/3/2023	Hotelbookingservfee 8007279059, UT		_____	_____	15.99
Hotel booking fee for CalCAPA Region IX Convening. Did not go through meeting room block. Room was upgraded and extended. Jeremy to reimburse for all personal fees.						
<hr/>						
4 8/2/2023	8/3/2023	Hotel*hotelbooking 800-455-9877, WA		_____	_____	1,647.58
Hotel Fee for Jeremy Tobias for CalCAPA Region IX Convening. 2 days are personal and Jeremy to reimburse CAPK for personal expense.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/3/2023	8/3/2023	Www.Calcapa.Org Www.Calcapa.O, CA				299.00
Registration Fee for Jeremy Tobias - CalCAPA Region IX Convening						
<hr/>						
6 8/10/2023	8/11/2023	Urbane Cafe Olo.Com, CA				79.64
Lunch for Staff Facility Meeting.						
<hr/>						
7 8/12/2023	8/14/2023	The Padre Hotel Bakersfield, CA				300.00
Valet Parking fee for Board Members & Staff. Board Retreat on 8/12/23.						
<hr/>						
8 8/13/2023	8/14/2023	Tst* The Padre Hotel Bakersfield, CA				3,104.42
Final billing for Board Retreat on 8/12/23. See detailed billing on attached receipt.						
<hr/>						
9 8/15/2023	8/16/2023	Frugattis Italian Eateary Bakersfield, CA				333.16
Dinner for CSD Representative & Staff. Attendee list is noted on receipt.						
<hr/>						
10 8/15/2023	8/16/2023	76 - Bakersfield Fairfax Bakersfield, CA				76.55
Gasoline for CEO's Agency Vehicle.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11 8/15/2023	8/16/2023	Sp Uniquely Chic Flori Httpsuniquely, CA				93.76
Sympathy Flowers for employee Phaythoune Khamphanith						
<hr/>						
12 8/17/2023	8/18/2023	Tst* West Coast Sourdough 916-812-2515, CA				148.75
Lunch for Audit & Pension Committee Meeting						
<hr/>						
13 8/22/2023	8/23/2023	Sq *taxi Atlanta, GA				52.50
Taxi Fare from Atlanta Airport to Atlanta Marriott Marquis Hotel for Jeremy Tobias. Auto generated receipt was emailed to J. Tobias, however, CAPK's firewall blocked the email. No receipt available.						
<hr/>						
14 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				727.44
Hotel Room fee for Jeremy Tobias. NCAP Annual Convention						
<hr/>						
15 8/22/2023	8/29/2023	Marriott Atlanta Marqu 866-435-7627, GA				1,139.06
Hotel Room for Board Member Fred Plane. NCAP Annual Convention						
<hr/>						
16 8/23/2023	8/24/2023	McW#1006-Coffee 866-2543229, CA				29.99
Monthly Car Wash Fee for CEO's Agency Vehicle.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
17 8/23/2023	8/25/2023	Red Phone Booth - Amalfi Atlanta, GA				288.09
<p>Group Lunch at NCAP Convention in Atlanta, GA. Attendees comprised of staff and Board Members are listed on sheet with receipt.</p>						
18 8/25/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				199.82
<p>Hotel Receipt #2 for Jeremy Tobias. NCAP Annual Convention.</p>						
19 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				-2.04
<p>Credit for charge added to hotel room for Board Member Michelle Jara-Rangel. NCAP Annual Convention.</p>						
20 8/26/2023	8/28/2023	Marvin Thomas Taxi Douglasville, GA				57.00
<p>Taxi fee for transportation from hotel to airport in Atlanta. NCAP Annual Convention. J. Tobias, M. Jara-Rangel & G. Martinez</p>						
21 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				-441.94
<p>Hotel credit issued for over charged payment for hotel room for Board Member Ana Vigil. NCAP Annual Convention.</p>						
22 8/26/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				14.24
<p>Additional hotel room fee for Board Member Yolanda Ochoa - NCAP Annual Convention.</p>						



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/1/2023	M365 Conference Inc. 203-527-4160, FL				2,799.00
Registration fee for Emilio Wagner to attend the Microsoft Power Platform Conference in Las Vegas, NV						
<hr/>						
2 8/3/2023	8/7/2023	United 800-932-2732, TX				498.20
Airline Ticket for Emilio Wagner - NCAP Data Convening in Denver, CO						
<hr/>						
3 8/3/2023	8/7/2023	United 800-932-2732, TX				79.00
Upgrades airline seats for Ryan Dozier - NCAP Data Convening in Denver, CO (no other seats available)						
<hr/>						
4 8/3/2023	8/7/2023	United 800-932-2732, TX				498.20
Airline ticket for Ryan Dozier - NCAP Data Convening in Denver, CO						
<hr/>						
5 8/3/2023	8/7/2023	United 800-932-2732, TX				79.00
Airline ticket for Emilio Wagner - NCAP Data Convening in Denver, CO						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/3/2023	8/7/2023	United 800-932-2732, TX				79.00
Upgrades airline seats for Ryan Dozier - NCAP Data Convening in Denver, CO (no other seats available)						
7 8/3/2023	8/7/2023	United 800-932-2732, TX				79.00
Upgrades airline seats for Emilio Wagner - NCAP Data Convening in Denver, CO (no other seats available)						
8 8/4/2023	8/7/2023	Mgm Grand - Adv Dep 8552755733, NV				17.01
Advance deposit for Emilio Wagner - Microsoft Conference in Las Vegas, NV						
9 8/4/2023	8/7/2023	American Air Fort Worth, TX				438.81
Airline ticket for Emilio Wagner - Microsoft Conference in Las Vegas						
10 8/9/2023	8/10/2023	Microsoft#g027442908 Msbill.Info, WA				1,300.31
Azure Virtual machine for ChildPlus Head Start						
11 8/21/2023	8/22/2023	WI *mindbody Inc San Luis Obis, CA				461.98
Scheduling Software for Energy & VITA Programs						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/28/2023	8/29/2023	Gotogoto.Com Logmein.Com, MA				7,264.80
ANNUAL SUBSCRIPTION FOR IT HELP DESK						

Transaction Count: 12

Total: 13,594.31

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/25/2023	8/1/2023	Hilton Internationals 202-4833000, DC				-400.00
Lodging/hold refund for Adam Ramos to attend the NC Ending Homelessness Conference July 16-20, 2023 in Washington, DC						
<hr/>						
2 8/1/2023	8/2/2023	Wpy*bitfocus 855-999-3729, CA				-899.00
Registration refund for Rebecca Moreno to attend the Clarity Connect in Las Vegas, NV Oct 2-6, 2023 Rebecca will not be attending.						
<hr/>						
3 8/4/2023	8/4/2023	Nhsdc Fall 2023 Conf Kimk@nhsdc.Or, IA				1,360.80
Registration for Rebecca Moreno & Marlene Ruiz Hernandez to attend the NHSDC Fall 2023 Conference						
<hr/>						
4 8/4/2023	8/4/2023	American Air Fort Worth, TX				818.80
Registration for Rebecca Moreno to attend the NHSDC Fall 2023 Conference in Philadelphia, PA Oct 23-25, 2023						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 8/4/2023	8/4/2023	American Air Fort Worth, TX				818.80
Registration for Marlene Ruiz to attend the NHSDC Fall 2023 Conference in Philadelphia, PA Oct 23-25, 2023						
<hr/>						
6 8/4/2023	8/4/2023	Allianz Travel Ins Allianzins.Us, VA				61.41
Purchase Allianz Travel Ins						
<hr/>						
7 8/4/2023	8/4/2023	Allianz Travel Ins Allianzins.Us, VA				62.80
Purchase Allianz Travel Ins						
<hr/>						
8 8/7/2023	8/8/2023	Www.Calcapa.Org Www.Calcapa.O, CA				459.00
Registration for Rebecca Moreno to attend the 2023 CalCAPA Annual Conference in San Francisco, CA Nov 7-9, 2023						
<hr/>						
9 8/17/2023	8/21/2023	Travelodge 661-3250772, CA				504.00
Lodging for client at M ST Navigation Center						
<hr/>						
10 8/18/2023	8/21/2023	Travelodge 661-3250772, CA				476.00
Lodging 219 for LBNC client Kimberly Halfstrom						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11 8/18/2023	8/21/2023	Travelodge 661-3250772, CA				476.00
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
<hr/>						
12 8/18/2023	8/21/2023	Travelodge 661-3250772, CA				476.00
Lodging 221 for LBNC client Tenzin Dhenden, Fnu						
<hr/>						
13 8/21/2023	8/23/2023	American Air Fort Worth, TX				70.00
Airfare baggage for Rebecca Moreno to attend the National Community Action Partnership Annual Convention in Atlanta, GA August 22-25, 2023 (\$40 TBD)						
<hr/>						
14 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
<hr/>						
15 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
<hr/>						
16 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 215 for LBNC Cervantes, Eduardo/Thomas White						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
17 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
<hr/>						
18 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
<hr/>						
19 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 139 for LBNC client Kyser Skye/Maryann Monji						
<hr/>						
20 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
<hr/>						
21 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging 210 for LBNC client Abrina, Hannah/Maria Monroe						
<hr/>						
22 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
23 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				448.00
Lodging for client at M ST Navigation Center						
<hr/>						
24 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						
<hr/>						
25 8/21/2023	8/23/2023	Travelodge 661-3250772, CA				112.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
<hr/>						
26 8/21/2023	8/25/2023	Travelodge 661-3250772, CA				224.00
Lodging 209 for LBNC client Staver, Scott/Jaime Ruelas						
<hr/>						
27 8/21/2023	8/28/2023	Travelodge 661-3250772, CA				-100.80
Lodging for client at M ST Navigation Center (CREDIT)						
<hr/>						
28 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 248 for LBNC client Debra Zink						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
29 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 133 for LBNC client Hernandez Sergio/Joseph Axiaq						
<hr/>						
30 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				128.80
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
<hr/>						
31 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 121 for LBNC client Diaz Gabriel/Leonardo Maldonado						
<hr/>						
32 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				89.60
Lodging 119 for LBNC client Anderson Desire/Monty Morgan						
<hr/>						
33 8/22/2023	8/24/2023	2300 Sahara Hotel Opera 702-7617000, NV				611.16
Lodging for Rebecca Moreno & Marlene Ruiz Hernandez to attend the NHSDC Fall 2023 Conference						
<hr/>						
34 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				560.00
Lodging 217 for LBNC client Hilt Scott/Antoine Wade						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
35 8/22/2023	8/24/2023	Travelodge 661-3250772, CA				89.60
Lodging 215 for LBNC Cervantes, Eduardo/Thomas White						
<hr/>						
36 8/22/2023	8/28/2023	Marriott Atlanta Marqu 866-435-7627, GA				1,236.43
Lodging for Rebecca Moreno to attend the National Community Action Partnership Annual Convention in Atlanta, GA August 22-25, 2023						
<hr/>						
37 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
<hr/>						
38 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
<hr/>						
39 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				224.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						
<hr/>						
40 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 121 for LBNC client Diaz Gabriel/Leonardo Maldonado						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
41 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 222 for LBNC client Amair Freeman/Gregorio Silva						
<hr/>						
42 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 133 for LBNC client Hernandez Sergio/Joseph Axiaq						
<hr/>						
43 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 210 for LBNC client Abrina, Hannah/Maria Monroe						
<hr/>						
44 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				112.00
Lodging 210 for LBNC client Abrina, Hannah/Maria Monroe						
<hr/>						
45 8/23/2023	8/25/2023	Travelodge 661-3250772, CA				224.00
Lodging 215 for LBNC Cervantes, Eduardo/Thomas White						
<hr/>						
46 8/24/2023	8/25/2023	Travelodge 661-3250772, CA				89.60
Lodging 139 for LBNC client Kyser Skye/Maryann Monji						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
47 8/27/2023	8/28/2023	Travelodge 661-3250772, CA				448.00
Lodging 212 for LBNC client Miranda, Rodolfo/Johnny Garcia						
<hr/>						
48 8/27/2023	8/29/2023	Travelodge 661-3250772, CA				112.00
Lodging 139 for LBNC client Kyser Skye/Maryann Monji						
<hr/>						
49 8/27/2023	8/29/2023	Travelodge 661-3250772, CA				224.00
Lodging for client at M ST Navigation Center						
<hr/>						
50 8/27/2023	8/29/2023	Travelodge 661-3250772, CA				224.00
Lodging for client at M ST Navigation Center						
<hr/>						
51 8/27/2023	8/31/2023	Travelodge 661-3250772, CA				-112.00
Lodging for client at M ST Navigation Center						
<hr/>						
52 8/27/2023	8/31/2023	Travelodge 661-3250772, CA				-224.00
Lodging 214 for LBNC client Wilson Joy/Ann Marie Lawson						
<hr/>						



Reporting Period : 8/1/2023 - 8/31/2023

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	8/1/2023 - 8/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 7/31/2023	8/1/2023	Target 00006148 Bakersfield, CA				20.34
		Special Diet-Food				
2 7/31/2023	8/2/2023	Wal-Mart #1624 Bakersfield, CA				17.80
		Special Diet-Food				
3 8/1/2023	8/2/2023	Cacfp Roundtable Www.Ccfpround, CA				525.00
		Registration for Susana Magana to attend the CACFP Roundtable in Long Beach, CA Oct 8-11, 2023				
4 8/1/2023	8/2/2023	Cacfp Roundtable Www.Ccfpround, CA				525.00
		Registration for Tom Adame to attend the CACFP Roundtable in Long Beach, CA Oct 8-11, 2023				
5 8/1/2023	8/2/2023	Cacfp Roundtable Www.Ccfpround, CA				525.00
		Registration for Tony Chavez to attend the CACFP Roundtable in Long Beach, CA Oct 8-11, 2023				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 8/1/2023	8/2/2023	Lassens Natural Foods-Bk Bakersfield, CA				61.31
		Special Diet-Food				
<hr/>						
7 8/3/2023	8/7/2023	The Home Depot #1060 Bakersfield, CA				20.11
		Supplies				
<hr/>						
8 8/4/2023	8/7/2023	Target 00006148 Bakersfield, CA				16.95
		Special Diet-food				
<hr/>						
9 8/7/2023	8/8/2023	Sq *college Coffee & Donu Bakersfield, CA				20.49
		Central Kitchen In Service Lunch				
<hr/>						
10 8/7/2023	8/9/2023	Rustys Pizza #20 Bakersfield, CA				227.49
		Central Kitchen In Service Lunch				
<hr/>						
11 8/8/2023	8/9/2023	Lactationedresources 443-203-8553, MD				198.00
		Lactation Education Resources for Priya Khullar				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 8/10/2023	8/11/2023	Wm Supercenter #1624 Bakersfield, CA				3.51
		Supplies				
<hr/>						
13 8/10/2023	8/14/2023	American Ai 800-433-7300, TX				-841.80
		Airfare refund for Kevin Goudge to attend the Feeding America Feed Nourish Connect Conference in Minneapolis, MN August 13-17, 2023 (canceled trip)				
<hr/>						
14 8/16/2023	8/17/2023	Ntlrest Servsafe 312-7151010, IL				15.00
		Food Handler Certificate				
<hr/>						
15 8/17/2023	8/21/2023	Hilton Hotels 612-3761000, MN				632.85
		Lodging for Kelly Lowery to attend the Feeding America in Minneapolis, MN August 13-17, 2023				
<hr/>						
16 8/17/2023	8/21/2023	Hilton Hotels 612-3761000, MN				632.85
		Lodging for Blaine Hodge to attend the Feeding America in Minneapolis, MN August 13-17, 2023				
<hr/>						
17 8/28/2023	8/29/2023	Sequoia Sand Downtown Bakersfield, CA				525.00
		Migrant Childcare staff meeting & training lunch 8/28/23				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 8/30/2023	8/31/2023	Sequoia Sand Downtown Bakersfield, CA				-525.00
Migrant Childcare staff meeting & training lunch 8/28/23 was canceled (Refund)						

Transaction Count: 18

Total: 2,599.90

Employee Signature

Date

Authorized Approver Signature

Date

**COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2023 TO FEBRUARY 28, 2024 (6 OF 12 MONTHS OR 50.0%)**

Line Item	2023/24 Budget	3/1/23 - 2/28/24 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,098,319	611,326	29.1%	1,486,993
Head Start Subsidy	<u>1,213,057</u>	<u>631,919</u>	52.1%	<u>581,138</u>
Total Revenue	<u><u>3,311,376</u></u>	<u><u>1,243,245</u></u>	37.5%	<u><u>2,068,131</u></u>
Expenditures (Note B)				
Salaries	843,039	326,707	38.8%	516,332
Benefits	258,634	98,182	38.0%	160,452
Vehicle Gasoline, Repair/Maintenance	47,000	19,681	41.9%	27,319
Space Costs	121,700	66,533	54.7%	55,167
Supplies - Office & Food Service	106,000	67,040	63.2%	38,960
Equipment Repair/Maintenance & Lease	35,300	9,711	27.5%	25,589
Communication	13,000	7,795	60.0%	5,205
Risk Insurance	12,700	6,427	50.6%	6,273
Printing	1,000	589	58.9%	411
Hiring & Employee Costs	100	1,046	1046.3%	(946)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	<u>1,552,853</u>	<u>499,662</u>	32.2%	<u>1,053,191</u>
Sub Total	2,991,826	1,103,374	36.9%	1,888,452
Adult Meals Prepared	128,794	71,269	55.3%	57,525
Indirect	<u>190,756</u>	<u>68,602</u>	36.0%	<u>122,154</u>
Total Expenditures	<u><u>3,311,376</u></u>	<u><u>1,243,245</u></u>	37.5%	<u><u>2,068,131</u></u>

	Prior Period	AUGUST 2023	Cumulative
Total Meals Prepared and Vended (Note C)	256,513	57,927	314,440
Total Meals Claimed	<u>158,538</u>	<u>28,912</u>	<u>187,450</u>
Difference	97,975	29,015	126,990

Percentage Claimed to Prepared/Vended	49.9%	59.6%
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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 7/1/23 - 6/30/24 (2 OF 12 MONTHS = 16.7%)**

Contract CMAP-1000	July 2023	Aug 2023	July 2024	Aug 2024	July 2025	Aug 2025	July 2026	Aug 2026	July 2027	Aug 2027	July 2028	Aug 2028	Total	%	% Earned to MRA
Provider Payments	\$ 2,742,389	\$ 3,370,293											\$ 6,112,682		
Add: Family Fees	-	-											\$ -		
Net Provider Payments	\$ 2,742,389	\$ 3,370,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,112,682	86.66%	
Maximum Reimbursable Amount (MRA) for Provider Payments													23,640,785		25.86%
Administration & Support Services Revenue															
Provider Payments	\$ 2,742,389	\$ 3,370,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,112,682		
Reimbursement Rate	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>	<u>x 23.8390%</u>		
Revenue Earned	\$ 653,758	\$ 803,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,457,203		
Program Administration/Support Services Costs	175,967	200,752											376,719	5.34%	
Indirect (10% x MTDC) Costs	288,259	275,839											564,098	8.00%	
Transfer Indirect to CSBG	-	-											-		
Total Operating Costs	\$ 464,226	\$ 476,591	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 940,817	13.34%	
Revenue Earned Over/(Under) Costs	\$ 189,532	\$ 326,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516,386		
TOTAL COSTS - NET OF FAMILY FEES	\$ 3,206,615	\$ 3,846,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,053,499	100.00%	

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

Provider payments	6,112,682
Reimbursement Rate (19.25% / 80.75%)	<u>x 26.5823%</u>
Revenue Earned	<u>1,624,891</u>

Note 2: The maximum reimbursable amount per the 2022/23 State contract is as follows:

Provider Payments	23,640,785	80.75%
Administration	4,757,434	16.25%
Support Services	878,295	<u>3.00%</u>
Maximum Reimbursable Amount (MRA)	<u>29,276,514</u>	<u>100.00%</u>

Note 3: Increase to contract was received August 2023 in the amount of \$55,652.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2023/24 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/23 - 6/30/24 (2 OF 12 MONTHS = 16.7%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-3063)														
Adjusted Days of Enrollment - Certified	5,189	6,077	-	-	-	-	-	-	-	-	-	-	11,265	
Reimbursement Rate per Child per Day	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	\$ 267,471	\$ 313,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 580,735	14.78%
Maximum Reimbursable Amount (MRA)													\$3,930,503	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.38%	99.76%												99.58%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-2120)														
Adjusted Days of Enrollment - Certified	3,104	6,787	-	-	-	-	-	-	-	-	-	-	9,891	
Reimbursement Rate per Child per Day	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27
Revenue Earned	\$ 171,560	\$ 375,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 546,688	7.71%
Maximum Reimbursable Amount (MRA)													\$7,087,664	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.42%	98.76%												98.97%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%
MIGRANT CHILD CARE (CMIG-2004)														
Adjusted Days of Enrollment - Certified	18	50	-	-	-	-	-	-	-	-	-	-	67	
Reimbursement Rate per Child per Day	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	\$ 907	\$ 2,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,459	1.19%
Maximum Reimbursable Amount (MRA)													\$291,239	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%												100.00%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2022/23 State contracts.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2023/24 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/23 - 6/30/24 (2 OF 12 MONTHS = 16.7%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-1242)														
Adjusted Days of Enrollment - Certified	2,278	3,336	-	-	-	-	-	-	-	-	-	-	5,614	
Reimbursement Rate per Child per Day	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	X \$48.84	
Revenue Earned	\$ 111,258	\$ 162,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274,176	11.15%
Maximum Reimbursable Amount (MRA)													\$2,458,117	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.41%	99.36%												99.38%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%												100.00%

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

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2023/24 Cooperative Agreement with the San Joaquin County Office of Education

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

Month/Year: August-2023
 Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	August 2023		Year to Date		
	Description	Number	Amount	03/1/23 - 08/31/23	Amount
Bank Deposits		17	1,868,973	79	13,165,601
Wire Deposits		16	9,577,236	64	13,025,004
Head Start/IRS Drawdowns		5	3,564,389	27	13,761,339
Vendor Checks Issued		1455	6,594,075	12,061	49,266,217
Payroll Disbursed			3,165,541		9,098,034
Grant Reports Prepared		30		159	
ASTHO Vaccine Equity					
CalFresh Outreach					
CalFresh Healthy Living					
CALEITC					
CAL Food					
City of Bakersfield Homeless Housing & Prevention					
City of Bakersfield CDBG Food Bank Expansion					
Commodity Supplemental Food Prog					
County of Kern CDBG Food Bank Expansion					
CMAP Fiscal Report & Caseload					
CSBG Discretionary					
CSBG 2022					
Differential Response					
EFAP					
ESG CARES Act Homeless					
Food Bank Farmers Market					
First 5 Kern – Help Me Grow					
Head Start Expansion SF-425					
Head Start San Joaquin SF-425					
Homeless LBNC					
Homeless Safe Camping					
Home Visit Program					
Homeless Housing Assistance & Prevention					
HUD					
LIHEAP 2021					
LIHEAP 2022					
LIHEAP ARPA					
Postive Youth					
Postive Youth Medi-Cal					
San Joaquin COE General Child Care					
VITA					
UW STANISLAUS CES					
WIC					

Business Services					
Activity	Requested	In-Progress	Processed		Processed YTD
Purchase Orders	409	0	409		1394
Contracts	40	0	40		129
Leases	7	0	7		20
Requests for Proposals	1	0	1		3

Business Services Projects					
Description			% Completed		Comments

Total Division Staffing 29 positions + 1 Vacancies

CFO	Accounting Technician (5)	Procurement Manager
Director of Finance	Accounting Specialist (2)	Business Contracts Specialist
Finance Administrator	AP Supervisor (1)	Business Technician (2)
Payroll/HRIS Manager	Fiscal Technician (2)	
Accounting Administrator	Payroll Specialists (3)	
Accounting Administrator - Energy	Payroll Supervisor (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, 2023

ASSETS

Cash in Bank	12,449,539
Cash - Vacation Reserve	1,050,719
Petty Cash	-
Accounts Receivable	11,180,611
Travel Advance	200
Prepaid Expense	999,684
Inventory	1,090,744
Net Fixed Assets - Unrestricted	703,156
Net Fixed Assets - Restricted	<u>30,074,237</u>

Total Assets 57,548,890

LIABILITES AND NET ASSETS

Accounts Payable	7,537,974
Accrued Expenses	2,980,360
Accrued Vacation	1,743,490
Line of Credit	-
Note Payable	704,130
Advance Payable	2,784,923
Deferred Revenue	<u>6,244,153</u>

Total Liabilites 21,995,030

Total Net Assets 35,553,860

Total Liabilities and Net Assets 57,548,890

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023

REVENUE

Grant Revenue	105,579,006
Donations	47,277,632
Other Revenue	756,165
In-Kind	<u>261,800</u>

Total Revenue 153,874,604

EXPENDITURES

Salaries	36,431,542
Benefits	10,091,397
Travel	698,622
Space Costs	7,866,562
Supplies	2,886,851
Consultant/Contract Services	4,363,893
Other Costs	3,862,621
Program Costs	65,591,598
Capital Expenditures	-
Indirect	7,998,647
In-Kind	<u>261,800</u>

Total Expenditures 140,053,533

Net Change in Assets 13,821,071

Net Assets, beginning 21,732,790

Net Assets, ending 35,553,860

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF AUGUST 31, 2023

ASSETS

Cash in Bank	8,368,970
Cash - Vacation Reserve	955,261
Petty Cash	-
Accounts Receivable	7,270,753
Travel Advance	4,724
Prepaid Expense	897,907
Inventory	1,124,458
Net Fixed Assets - Unrestricted	573,227
Net Fixed Assets - Restricted	<u>29,859,974</u>

Total Assets 49,055,274

LIABILITES AND NET ASSETS

Accounts Payable	6,651,536
Accrued Expenses	125,462
Accrued Vacation	1,050,129
Line of Credit	-
Note Payable	574,201
Advance Payable	3,116,963
Deferred Revenue	<u>2,093,479</u>

Total Liabilites 13,611,770

Total Net Assets 35,443,504

Total Liabilities and Net Assets 49,055,274

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2023 TO AUGUST 31, 2023

REVENUE

Grant Revenue	57,639,116
Donations	178,015
Other Revenue	4,855,529
In-Kind	<u>6,318,382</u>

Total Revenue 68,991,042

EXPENDITURES

Salaries	18,993,500
Benefits	5,342,380
Travel	384,705
Space Costs	6,486,554
Supplies	1,361,381
Consultant/Contract Services	3,011,529
Other Costs	2,729,443
Program Costs	19,233,673
Capital Expenditures	687,866
Indirect	4,551,985
In-Kind	<u>6,318,382</u>

Total Expenditures 69,101,398

Net Change in Assets (110,356)

Net Assets, beginning 35,553,860

Net Assets, ending 35,443,504

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	46,534,079	17,423,310	29,110,769	37%
BENEFITS	14,088,242	4,867,790	9,220,452	35%
TRAVEL	861,060	340,122	520,938	40%
SPACE COST	14,976,187	5,615,383	9,360,804	37%
SUPPLIES	2,838,477	1,243,988	1,594,489	44%
EQUIPMENT	435,420	2,005,711	(1,570,291)	461%
CONSULTANT/CONTRACT SERVICES	3,601,227	2,426,935	1,174,292	67%
OTHER COSTS	2,808,734	2,355,269	453,465	84%
PROGRAM COSTS	26,713,909	19,182,937	7,530,972	72%
INDIRECT	9,969,927	5,022,452	4,947,475	50%
TOTAL	122,827,262	60,483,896	62,450,672	49%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	33,991,257	12,730,091	21,261,166	37%
BENEFITS	10,352,447	3,657,081	6,695,366	35%
TRAVEL	606,386	196,707	409,679	32%
SPACE COST	2,923,727	2,128,993	794,734	73%
SUPPLIES	2,382,456	725,171	1,657,285	30%
EQUIPMENT	396,870	256,826	140,044	65%
CONSULTANT/CONTRACT SERVICES	1,303,354	582,530	720,824	45%
OTHER COSTS	1,162,562	894,828	267,734	77%
PROGRAM COSTS	22,106,428	17,375,965	4,730,463	79%
INDIRECT	7,490,458	3,816,586	3,673,872	51%
TOTAL	82,715,945	42,364,777	40,351,168	51%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,791,680	1,729,911	3,061,769	36%
BENEFITS	1,486,523	451,840	1,034,683	30%
TRAVEL	110,349	73,074	37,275	66%
SPACE COST	7,621,217	2,114,358	5,506,859	28%
SUPPLIES	125,671	202,286	(76,615)	161%
EQUIPMENT	25,000	810,452	(785,452)	3242%
CONSULTANT/CONTRACT SERVICES	648,910	253,722	395,188	39%
OTHER COSTS	409,174	352,477	56,697	86%
PROGRAM COSTS	3,068,971	1,393,268	1,675,703	45%
INDIRECT	932,114	411,935	520,179	44%
TOTAL	19,219,609	7,793,323	11,426,286	41%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,366,205	1,001,047	1,365,158	42%
BENEFITS	711,755	256,992	454,763	36%
TRAVEL	50,133	23,430	26,704	47%
SPACE COST	237,817	108,515	129,302	46%
SUPPLIES	70,184	181,467	(111,283)	259%
EQUIPMENT	-	107,306	Not budgeted	0%
CONSULTANT/CONTRACT SERVICES	780,073	886,617	(106,544)	114%
OTHER COSTS	704,842	683,456	21,386	97%
PROGRAM COSTS	709,706	203,781	505,925	29%
INDIRECT	563,071	328,866	234,205	58%
TOTAL	6,193,786	3,781,478	2,519,614	61%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,219,812	1,312,741	2,907,071	31%
BENEFITS	1,226,969	346,361	880,608	28%
TRAVEL	55,702	28,144	27,558	51%
SPACE COST	953,189	1,013,543	(60,354)	106%
SUPPLIES	232,451	117,357	115,094	50%
EQUIPMENT	13,550	831,127	(817,577)	6134%
CONSULTANT/CONTRACT SERVICES	830,833	658,055	172,778	79%
OTHER COSTS	380,166	377,969	2,197	99%
PROGRAM COSTS	825,804	199,858	625,946	24%
INDIRECT	779,220	367,602	411,618	47%
TOTAL	9,517,696	5,252,757	4,264,939	55%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,007,969	577,149	430,820	57%
BENEFITS	261,830	143,130	118,700	55%
TRAVEL	13,740	16,618	(2,878)	121%
SPACE COST	234,537	49,975	184,562	21%
SUPPLIES	18,915	10,193	8,722	54%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	7,750	2,795	4,955	36%
OTHER COSTS	42,380	29,624	12,756	70%
PROGRAM COSTS	3,000	-	3,000	0%
INDIRECT	166,580	81,906	84,674	49%
TOTAL	1,756,701	911,391	845,310	52%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 08-31-23 (50.0%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	157,156	72,371	84,785	46%
BENEFITS	48,718	12,385	36,333	25%
TRAVEL	24,750	2,150	22,600	9%
SPACE COST	3,005,700	200,000	2,805,700	7%
SUPPLIES	8,800	7,514	1,286	85%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	30,307	43,215	(12,908)	143%
OTHER COSTS	109,610	16,914	92,696	15%
PROGRAM COSTS	-	10,063	(10,063)	Not budgeted
INDIRECT	38,484	15,557	22,927	40%
TOTAL	3,423,525	380,169	3,043,356	11%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2023/24
BUDGET TO ACTUAL - 03/01/23 TO 8/31/23 (6 OF 12 MONTHS = 50.0%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 9,969,927	\$ 4,857,922	48.7%	\$ 5,112,005
Expenditures				
Salaries	4,623,933	1,953,597	42.2%	2,670,336
Benefits @ 23.6% actual	<u>1,197,709</u>	<u>496,328</u>	<u>41.4%</u>	<u>701,381</u>
Total Personnel Costs	5,821,642	2,449,925	42.1%	3,371,717
Operating Costs				
Travel	88,000	34,293	39.0%	53,707
Space Costs	215,950	93,257	43.2%	122,693
Supplies	264,650	105,058	39.7%	159,592
Consultant/Contract	1,049,000	560,545	53.4%	488,455
Other Operating Costs	<u>950,800</u>	<u>362,642</u>	<u>38.1%</u>	<u>588,158</u>
Total Operating Costs	2,568,400	1,155,796	45.0%	1,412,604
Total Expenditures	<u>\$ 8,390,042</u>	<u>\$ 3,605,721</u>	<u>43.0%</u>	<u>\$ 4,784,321</u>
Excess (Deficit) Indirect Revenue	<u>\$ 1,579,885</u>	<u>\$ 1,252,201</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,302,127	\$ 601,307	46.2%	\$ 700,820
Operations	2,700,165	1,090,467	40.4%	1,609,698
Executive	534,524	330,492	61.8%	204,032
Program Administration	-	265	Not budgeted	(265)
Finance	2,523,658	1,282,915	50.8%	1,240,743
Community Development	<u>1,329,568</u>	<u>300,275</u>	<u>22.6%</u>	<u>1,029,293</u>
	<u>\$ 8,390,042</u>	<u>\$ 3,605,721</u>	<u>43.0%</u>	<u>\$ 4,784,321</u>

Prepared Date: 09/26/23



MEMORANDUM

To: Budget and Finance Committee

From: Rebecca Moreno, Director of Housing and Supportive Services

Date: October 18, 2023

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

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

COVID-19 Homeless Shelter Response

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

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

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

Proposal Description

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

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

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

Recommendation

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

Attachment:

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

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

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

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

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

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

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

Consultant Email for signature: jtobias@capk.org

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

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

III. Travel and all other expenses. Select one of the following:
 County **shall not** reimburse Consultant for any travel or other expenses incurred by Consultant. Travel costs are included in the fixed fee.
 County **shall** reimburse Consultant for mileage between Community Action Partnership location, shelters, and hotels. County shall reimburse Consultant in an amount not to exceed: \$ 1,000.

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

V. Consultant shall be required to have the following insurance coverages which are marked, on the terms provided in the Master Terms and Conditions. The insurance coverages shall be in the amounts specified, unless another amount is shown (select all that apply):
 Workers' Compensation: As required by California Labor Code Section 3700
 Commercial General Liability (\$1,000,000/Occurrence; \$2,000,000/Aggregate) or other amounts: \$ ____.
 Automobile Liability (\$1,000,000/Occurrence) or other amount: \$ ____.
 Professional Liability (\$1,000,000/Claim; \$2,000,000/Aggregate) or other amounts: \$ ____.

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

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

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

COUNTY OF KERN

Kern County Public Health Services

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

By _____
Brynn Carrigan, Director

Office of the County Counsel

By _____
Jeremy T. Tobias
"Consultant"

By _____
Gurujodha S. Khalsa, Chief Deputy

**EXHIBIT A
SERVICES**

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

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

Consultant shall invoice County as follows: (describe in detail any payment schedule, milestone payments, percentages and retention as applicable)

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

1. Full description of the Services:

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

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

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

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

N/A

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

By Responsible County Department:

N/A

By Consultant:

N/A

EXHIBIT B

PAYMENT FOR SERVICES

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

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

BUSINESS ASSOCIATE AGREEMENT

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

RECITALS:

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

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Exhibit.

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

1. **Definitions.**

Catch-all definition:

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

Specific definitions:

(a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Exhibit.

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

(c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.

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

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

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

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

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

(d) Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].

(e) Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by subsection c above with respect to Electronic PHI [45 CFR Section 164.504(e)(2)(ii)(D); 45 CFR Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 CFR Sections 164.530(f) and 164.530(e)(1)).

(f) Amendment of PHI. If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 CFR Section 164.504(e)(2)(ii)(F)].

(g) Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in sections 2.b. of this Exhibit [45 CFR Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subsection shall survive the termination of this Agreement.

(h) Governmental Access to Records. BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

(i) Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

(j) Notification of Breach. During the term of the Agreement, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations.

(k) Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement, Exhibit, or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services ("DHHS"). BA shall provide written notice to CE of any pattern of activity or practice of CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement, Exhibit, or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

(l) Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Exhibit for the purpose of determining whether BA has complied with this Exhibit; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Exhibit, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Exhibit, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

5. **Termination.**

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

b. Judicial or Administrative Proceedings. CE may terminate the Agreement effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Obligations of Business Associate Upon Termination.

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

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

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

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

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

9. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that State and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act,

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

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

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

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

13. **Interpretation.** The provisions of this Exhibit shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Exhibit. This Exhibit and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

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

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

RECITALS

- A.** Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services.
- B.** The County Department identified on the Schedule as the Responsible County Department requires those services which are specified in **Exhibit A**.
- C.** County desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.
- D.** The Purchasing Agent has been authorized by the Board of Supervisors to contract for personal/professional services in an amount not to exceed \$200,000 per contract.

AGREEMENT

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

8. Indemnification.

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

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

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

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

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

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

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

9. Insurance. Consultant, in order to protect County and County Indemnified Parties against Claims as a result of the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain the following insurance. Consultant shall not perform any Services until Consultant has obtained all insurance required under this **Section 9** and the required certificates of insurance and all required endorsements have been filed with County's authorized insurance representative ("**Authorized Insurance Representative**"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Consultant shall promptly deliver to Authorized Insurance Representative a certificate of insurance, and all required

endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or County as an additional insured.

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

b. Liability Insurance Requirements.

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

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

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

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

2. Endorsements. The Commercial General Liability and Automobile Liability Insurance required in this **Section 9** shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: **(i)** on ISO form CG 20 10 11 85; or **(ii)** on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or **(iii)** on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

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

c. Insurance Companies. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager.

d. Self-Insurance. If Consultant is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

e. Primary Insurance; Waiver of Subrogation. All insurance carried by Consultant shall be primary to and not contributing to any insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

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

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

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

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

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

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

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

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

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

12. Rights to Contracted Products.

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

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

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

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

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

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

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

14. Choice of Law/Venue. The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

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

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

17. Conflicts of Interest.

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

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

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

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

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

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

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

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

24. Captions and Interpretation. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.

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

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

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

28. Signature Authority. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

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

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

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

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

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

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

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

REQUIRED – PPSA, STSA, TDSA, ESA Review Checklist*

***Counsel cannot sign unless this form is completed in full**

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

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

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

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

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

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

Termination Date: 06/30/2024

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

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

Retroactive Effective Date: 08/01/2023

Confirming Justification is attached

I. TYPE OF BOILERPLATE AGREEMENT - check the appropriate box

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

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

II. AGREEMENT DETAILS - check the appropriate box

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

III. AWARD BASIS - check the appropriate box

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

IV. AGREEMENT REQUIREMENTS - Check box to confirm completion

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

PRIOR TO REQUESTING SIGNATURES - Check boxes to confirm completion

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

Department Name: Kern County Public Health

Contact Submitting Agreement: Jasmine Ochoa

Email: ochoaja@kerncounty.com

Phone: 661-868-0253

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

Approved

G

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

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

Good morning GK,

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

Thank you,

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



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**County of Kern
Purchasing Division**

SOLE SOURCE OR SOLE BRAND VENDOR JUSTIFICATION

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

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

Fill out this form for sole source requests if:

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

Orders exceeding these limits require Board of Supervisors approval

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

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

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

OR

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

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

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

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

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

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

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

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

OR

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

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

c. Why are these specific features/qualifications required?

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

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

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

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

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

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

\$116,000

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

No

Yes

Please explain:

I hereby certify that:

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

Jasmine Ochoa, Health Equity Program Manager

Requestor's Name (type or sign)

09/11/2023

Date

Brynn Carrigan

Authorized by Department Management (type or sign)

09/11/2023

Date

Confirming/Retroactive PPSA Agreement Justification

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

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

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

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

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

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

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

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

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

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

Kern County Public Health Services Department
Department Name

Michelle McFarland
Submitter Name/Signature

10/2/2023
Date

Kimberley Simmons
Department Supervisor

10/2/2023
Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

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

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

PRODUCER Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 6004772	CONTACT NAME: PHONE (A/C. No. Ext): (626) 799-7000 FAX (A/C. No.): (626) 583-2117 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER C: Cypress Insurance Company</td> <td style="text-align: center;">10855</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Twin City Fire Insurance Company	29459	INSURER C: Cypress Insurance Company	10855	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Community Action Partnership of Kern 5005 Business Park North Bakersfield CA 93309															

COVERAGES CERTIFICATE NUMBER: 75512369 REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER CANCELLATION

County of Kern P.O. Box 511 Bakersfield, CA 93302	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"> Ron Wanglin </p>
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

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

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

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

Schedule

Blanket Waiver

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

Job Description **Waiver Premium (prior to adjustments)**

All CA Operations

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

Endorsement Effective: 07/31/2023

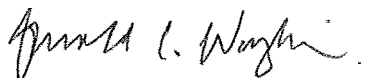
Policy No.: COWC458472

Endorsement No.:

Insured: Community Action Partnership of Kern

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____ 



MEMORANDUM

To: Budget and Finance Committee

From: Pritika Ram, Chief Business Development Officer

Date: October 18, 2023

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

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

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

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

Recommendation

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

Attachment

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



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

CONTRACT

CALCAPA

CalCAPA Executive Director

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

6. ROLES AND RESPONSIBILITIES

SUBGRANTEE agrees to the following:

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



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

CalCAPA agrees to the following:

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



7. OUTCOMES

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

Goals will support and work towards meeting the following Objectives:

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



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



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



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



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



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



8. REPORTING

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



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

Performance Progress Report Cycle

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

9. MONITORING

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

10. SUBAWARDS

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



11. BUDGET

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

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

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

12. FISCAL CONSIDERATIONS:

a. Financial

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

b. Match

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

c. Payment

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

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

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



d. Records

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

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

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

13. OTHER CONSIDERATIONS

1. Compliance with Law

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

2. Termination

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

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

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

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



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

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

4. Indemnification

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

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

Signature of Authority:

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