



DATE: December 13, 2023

TIME: 12:00 pm

LOCATION: CAPK Administrative Office
Executive Conference Room (3rd Floor)
1300 18th St.
Bakersfield, CA 93301

Executive Committee Agenda

1. Call to Order

2. Roll Call

Fred Plane (Chair)

Ana Vigil (Secretary)

Curtis Floyd

Maritza Jimenez (Vice Chair)

Michelle Jara-Rangel (Treasurer)

Jonathan Mullings

3. Public Forum

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. Closed Session

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

Property Address: 425 South H Street Bakersfield, CA 93304

Agency Negotiators: Jeremy Tobias, Tracy Webster, Louis Gill, and Emilio Wagner

Negotiating Parties: Morgan Clayton for Central Church of Christ

Under Negotiation: Concerning price and terms.

b. Conference with Labor Negotiators (Gov. Code Section 54957.6.)

Agency Designated Representatives: Jeremy Tobias, Louis Gill, Lisa McGranahan and Yolanda Gonzales

Employee Organization: SEIU Local 521

5. Closed Session Report

6. New Business

- a. 2024 Community Service Block Grant (CSBG) Contract #24F-3015 from the Department of Community Services and Development – **Action Item (p. 3-75)**

Pritika Ram, Chief Business Development Officer

- b. Foundation Budget FY 2024 – **Action Item (p. 76-90)**

Pritika Ram, Chief Business Development Officer

- c. Bakersfield Kern Regional Homeless Collaborative's Homeless Housing Assistance and Prevention Program (HHAP 3 & 4) – **Action Item (p. 91)**

Vanessa Mendoza, Grant Administrator

- d. Registered Dietitian Job Description – **Action Item (p. 92-95)**

Susana Magana, Director of Health & Nutrition Services

- | | |
|---|---|
| e. Head Start / Early Head Start Budget to Actual Reports for October 2023 – Info Item (p. 96-103) | Tracy Webster, Chief Financial Officer |
| f. October 2023 Financial Statements – Action Item (p. 104-170) | Tracy Webster, Chief Financial Officer |
| g. Head Start and State Child Development Division Compensation Schedule Implementation – Action Item (p. 171) | Louis Gill, Chief Program Officer
Yolanda Gonzales, Director of Head Start / State Child Development |

7. Committee Member Comments

8. Next Scheduled Meeting

Executive Committee
12:00 pm
July 17, 2024
1300 18th St.
Bakersfield, CA 93301

9. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18th Street Bakersfield, CA 93301 and 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, December 8, 2023. Paula Daoutis, Executive Assistant.



MEMORANDUM

To: Executive Committee

Pritika Ram

From: Pritika Ram, Chief of Business Development

Date: December 13, 2023

Subject: *Agenda Item 6a:* Approve the 2024 Community Service Block Grant (CSBG) Contract Number 24F-3015 from the Department of Community Services and Development - **Action Item**

Under our annual agreement with the Department of Community Services and Development (CSD), we have recently obtained the 2024 Community Services Block Grant (CSBG) contract. This contract is effective from January 1, 2024, to April 30, 2025, with a total funding amount of \$1,791,327. Notably, this reflects an increase of \$34,626 compared to the final 2023 contract, which amounted to \$1,756,701. The CSBG allocation stands as the sole financial resource for our agency that offers the flexibility needed to sustain various low-income programs alongside administrative functions. With this flexibility in mind, the funds from the 2024 CSBG contract will be strategically utilized to support programs targeting areas with pronounced needs that also face substantial gaps in both program and administrative funding.

COMMUNITY ACTION PARTNERSHIP OF KERN									
2024 CSBG BUDGET									
SUMMARY BY PROGRAM									
2024 PROGRAM									
Line Items	Food Bank	VITA	FHCC	SYC	E KERN	211	Housing	Program Administration	TOTAL
Salaries	\$ 281,001	\$ 87,421	\$ 95,277	\$ 139,858	\$ 11,070	\$ 194,782	\$ 126,953	\$ 29,439	\$ 965,801
Benefits	\$ 84,300	\$ 19,233	\$ 23,819	\$ 34,965	\$ 2,214	\$ 48,696	\$ 35,547	\$ 6,477	\$ 255,251
Operating Expenses									
- Travel	\$ -	\$ 11,000	\$ 2,750	\$ 3,040	\$ 4,000	\$ -	\$ 4,500	\$ 15,000	\$ 40,290
- Space Costs	\$ -	\$ 24,400	\$ 145,436	\$ 61,284	\$ 15,000	\$ -	\$ 30,079	\$ -	\$ 276,199
- Supplies	\$ -	\$ 9,220	\$ 5,695	\$ 4,000	\$ 200	\$ -	\$ 4,500	\$ 3,000	\$ 26,615
- Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Consultant	\$ -	\$ 5,000	\$ 375	\$ 375	\$ -	\$ -	\$ 5,000	\$ -	\$ 10,750
- Other	\$ -	\$ 16,575	\$ 13,900	\$ 11,155	\$ -	\$ -	\$ 750	\$ 2,000	\$ 44,380
- Direct	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Subtotal	\$ -	\$ 69,195	\$ 168,156	\$ 79,854	\$ 19,200	\$ -	\$ 44,829	\$ 20,000	\$ 401,234
Indirect	\$ 36,530	\$ 16,564	\$ 28,086	\$ 24,948	\$ 15,248	\$ 24,348	\$ 17,725	\$ 5,592	\$ 169,041
TOTAL	\$ 401,831	\$ 192,413	\$ 315,338	\$ 279,625	\$ 47,732	\$ 267,826	\$ 225,054	\$ 61,508	\$ 1,791,327
% to Total Budget	22.43%	10.74%	17.60%	15.61%	2.66%	14.95%	12.56%	3.43%	

As our normal practice, staff will actively seek out grant opportunities and contracts to leverage and reallocate funds from the Community Services Block Grant (CSBG) toward other programs and initiatives that align with the agency's strategic plan and overall direction.

Recommendation:

The staff recommends that the Board of Directors approve the 2024 Community Service Block Grant (CSBG) Contract (24F-3015) from the Department of Community Services and Development and authorize to the Chief Executive Officer to sign the 2024 CSBG contract on behalf of the Agency and to execute any amendments over the contract term.

Attachments:

Resolution Number 2023-25

Department of Community Services and Development (CSD) Community Services Block Grant (CSBG) Contract #24F-3015



RESOLUTION # 2023-25

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Execution and Submission of the 2024 CSBG Contract

The Executive Committee of the Board of Directors of Community Action Partnership of Kern located at 1300 18th Street, Bakersfield, CA 93301, met on December 13, 2023 in Bakersfield, California at a scheduled Board meeting and resolved as follows:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, non-profit 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, CAPK Board of Directors has determined that there is a need for anti-poverty programs to meet the needs of the low-income residents in the County of Kern; and

WHEREAS, the State of California Department of Community Services and Development has offered a 2024 Community Services Block Grant (CSBG) Contract to the Partnership; and

WHEREAS, the State of California Department of Community Services and Development requires that an authorized signatory be named for the 2024 CSBG Contract and the Executive Committee of the CAPK Board of Directors has designated Jeremy T. Tobias, Chief Executive Officer, as the official representative and signatory of CAPK; and

NOW, THEREFORE, be it resolved that the Executive Committee of the CAPK Board of Directors hereby authorizes the Chief Executive Officer, to execute Contract #24F-3015 and any subsequent amendments throughout the term of the contract.

APPROVED by a majority vote of the Executive Committee of the Board of Directors of Community Action Partnership of Kern, this 13th day of December 2023.

Fred Plane, Chair
CAPK Board of Directors

Date



DAVID SCRIBNER
DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The Department of Community Services and Development (CSD) is pleased to announce the release of the 2024 Community Services Block Grant (CSBG) contract. CSD is operating under a bipartisan Continuing Resolution (CR) through November 17, 2023. On November 2, 2023, CSD received California's Notice of Grant Award for \$8,513,220.00, which represents the first quarter release of the 2024 CSBG Grant funds under the CR. Upon notification of the final grant award CSD will issue a contract amendment.

Attached is the 2024 CSBG contract and allocation spreadsheet for the program year. When completing your CSBG fiscal data budget forms, please use the amount identified for your agency on the spreadsheet labeled "Total 2024 Contract."

The Continuing Appropriations Act, 2024 and Other Extensions Act, H.R. 5860, 118th Cong. (2023) signed into law by President Biden on September 30, 2023, provided appropriations for continuing projects of the Federal Government and extends the use of the eligibility income limit of 200 percent of the Federal Poverty Level (FPL) for CSBG funding. While operating under this CR, CSBG Agencies may continue to use the 200 percent FPL eligibility guidelines until further notice.

The contract packet, including all required documents, must be completed and returned to CSD within 30 calendar days from the date of this contract release to ensure an executed contract is in effect by January 1, 2024. Please refer to Article 2.1, Required Documents, for all program-specific requirements. To facilitate your review, a contract checklist listing all required documents that must be returned with the signed contract is included as part of this contract packet.

In November 2023, CSD will release a pre-recorded CSBG contract webinar to provide guidance on the contract execution process, revised or added contract elements, and information on completing required forms. The webinar link will be distributed via email and posted to the Local Agencies Portal. Additionally, a 2024 CSBG contract live question and answer session will be scheduled in December 2023 to allow for any questions related to the contract. In the interim, please direct any questions related to contract submission, program requirements, or the contract webinar to your assigned Field Representative.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Chief Deputy Director
Attachments

2024 Community Services Block Grant (CSBG) Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections or if you have not yet completed the **DocuSign® Contact Update Form, (CSD 489)** with the California Department of Community Services and Development (CSD). To access the DocuSign form, click on the following link: [Local Agencies Portal \(LAP\)](#)

Contract Packet:

The completed contract packet (list of documents/forms below) must be returned to CSD to execute the contract. Please use the checkboxes below to indicate the completed documents/forms are included:

- ☐ **Submitted contract via DocuSign, which includes the signed Contract Face Sheet (STD 213)** with the name and title of the individual authorized to sign the Agreement.
- ☐ **Federal Funding Accountability and Transparency Act (FFATA) Form**
- ☐ **Signed Lobbying Form**
- ☐ **Current insurance documents or Self-Insurance Authority Certification** if not already on file with CSD. New evidence of insurance (ACORD 25) is required if current insurance expires during the contract term, or if the amount of insurance needs to be increased.
- ☐ **Board resolution.** (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Please submit your completed contract packet within 30 days (45 days for public agencies) from the release of the contract via DocuSign.

Contract Deliverables:

The following **contract deliverables** (as applicable) must be completed and returned to your Field Representative within 30 calendar days for private non-profit agencies and 45 calendar days for public agencies from the date of this contract release. Please use the checkboxes below to indicate the completed documents/forms are included:

425 Budget Series Forms, ensuring all numbers match the Allocation Spreadsheet posted to the Local Agencies Portal at: [Local Agencies Portal \(LAP\)](#)

- ☐
 - **CSD 425.S CSBG Contract Budget Summary**
 - **CSD 425.1.1 CSBG Budget Support Personnel Costs**

2024 Community Services Block Grant (CSBG) Contract Checklist

- **CSD 425.1.2 CSBG Budget Support Non-Personnel Costs**
- **CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds**
- **CSD 425.1.4 CSBG Contract Budget Narrative**

- **CSBG Annual Work Plan (CSD 641)**
- **Submit CSBG Annual Work Plan target** projections for Modules 3 and 4 using CSD 641A and 641B (worksheets) available on the Local Agencies Portal.
- **CSD 188 Agency Staff and Board Roster Form**
- **Board Meeting Schedule**
- **CSD Public Website Update Form 168**
- **Updated Organizational Bylaws.** (Not applicable if no changes have occurred in the past calendar year.)
- **Joint Powers Agreement** (If applicable.)

Please return your completed **contract deliverables** (as applicable) via email to your assigned Field Operations Representative.

All forms are located on the **Forms** page under the **CSBG tab** of the CSD's Local Agencies Portal at: [Local Agencies Portal \(LAP\)](#)

Please Note: Per Article 5.2, Advance Payments – Amount, Subsection 5.2.1, Contractor will not be issued an advance or reimbursed for any costs incurred until CSD approves all contract deliverables.

State of California
Department of Community Services and Development
2024 CSBG Allocation
Non-CAAs

Attachment A

NATIVE AMERICAN INDIANS

Agency	Contract Number	Initial Contract (9/21/23)	Total 2024 Contract	NAI 25% Advance (Automatic)
Karuk Tribe of California (NAI-LPA) (Core Funding)	24F-3101	42,000	42,000	0
Karuk Tribe of California (NAI-LPA)	24F-3102	105,840	105,840	0
NCIDC, Inc. (NAI-LPA) (Core Funding)	24F-3103	122,000	122,000	30,500
NCIDC, Inc./LIFE (NAI-LPA) (Core Funding)	<i>(Included with NCIDC below)</i>			
NCIDC, Inc. (NAI-LPA)	24F-3104	1,949,823	1,949,823	487,455
Los Angeles County Department of Arts and Culture	24F-3105	447,118	447,118	0
TOTAL		2,666,781	2,666,781	517,955

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	Initial Contract (9/21/23)	Total 2024 Contract	MSFW 25% Advance (Automatic)
California Human Development Corporation	24F-3201	1,572,717	1,572,717	393,179
Proteus, Inc.	24F-3202	2,530,024	2,530,024	632,506
Central Valley Opportunity Center, Inc.	24F-3203	615,411	615,411	153,852
Center for Employment Training	24F-3204	2,119,749	2,119,749	529,937
TOTAL		6,837,901	6,837,901	1,709,474

**LIMITED PURPOSE AGENCIES
(DISCRETIONARY FUNDS)**

Agency	Contract Number	Initial Contract (9/21/23)	Total 2024 Contract	DISC-LPA 25% Advance (Automatic)
Community Design Center	24F-3301	177,138	177,138	44,284
Del Norte Senior Center, Inc.	24F-3302	143,476	143,476	35,869
Rural Community Assistance Corporation	24F-3303	191,929	191,929	0
TOTAL		512,543	512,543	80,153

State of California
Department of Community Services and Development
2024 CSBG Allocation
CAAs

Attachment A

County	Agency	Contract Number	Initial Contract (9/21/23)	Total 2024 Contract	CAA 25% Advance (Automatic)
Alameda	Berkeley Community Action Agency	24F-3001	299,495	299,495	74,873
Alameda	City of Oakland, Human Services Department	24F-3002	1,319,745	1,319,745	329,936
Alpine	Inyo Mono Advocates for Community Action, Inc.	24F-3003	1,359	1,359	0
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	24F-3004	279,197	279,197	69,799
Butte	Community Action Agency of Butte County, Inc.	24F-3005	397,263	397,263	99,315
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	24F-3006	299,493	299,493	74,873
Colusa	SEE GLENN COUNTY				
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	24F-3007	945,470	945,470	236,367
Del Norte	Del Norte Senior Center, Inc.	24F-3008	41,710	41,710	10,427
El Dorado	El Dorado County Health and Human Services Agency	24F-3009	330,268	330,268	0
Fresno	Fresno County Economic Opportunities Commission	24F-3010	2,039,380	2,039,380	509,845
Glenn/Colusa/Trinity	Glenn County Community Action Department	24F-3011	278,470	278,470	69,617
Humboldt	Redwood Community Action Agency	24F-3012	326,696	326,696	81,674
Imperial	Campesinos Unidos, Inc.	24F-3013	390,491	390,491	97,622
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	24F-3014	274,082	274,082	68,520
Kern	Community Action Partnership of Kern	24F-3015	1,791,327	1,791,327	447,831
Kings	Kings Community Action Organization, Inc.	24F-3016	285,893	285,893	0
Lake/Mendocino	North Coast Opportunities, Inc.	24F-3017	570,511	570,511	142,627
Lassen/Plumas/Sierra	Plumas County Community Development Commission	24F-3018	270,471	270,471	67,617
Los Angeles	Foothill Unity Center, Inc.	24F-3019	353,127	353,127	88,281
Los Angeles	Long Beach Community Action Partnership	24F-3020	713,790	713,790	178,447
Los Angeles	County of Los Angeles Dept. of Public Social Services	24F-3021	6,270,685	6,270,685	0
Los Angeles	City of Los Angeles Community Investment for Families Dept.	24F-3022	6,487,190	6,487,190	1,621,797
Madera	Community Action Partnership of Madera County, Inc.	24F-3023	318,202	318,202	79,550
Marin	Community Action Marin	24F-3024	299,424	299,424	74,856
Mariposa	SEE CALAVERAS COUNTY				
Mendocino	SEE LAKE COUNTY				
Merced	Merced County Community Action Agency	24F-3025	504,574	504,574	126,143
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	24F-3026	278,454	278,454	69,613
Mono	SEE INYO COUNTY				
Monterey	Monterey County Community Action Partnership	24F-3027	499,164	499,164	124,791
Napa	Community Action Napa Valley	24F-3028	279,766	279,766	69,941
Nevada	Nevada County Dept. of Housing & Community Services	24F-3029	298,666	298,666	0
Orange	Community Action Partnership of Orange County	24F-3030	3,197,415	3,197,415	799,353

State of California
Department of Community Services and Development
2024 CSBG Allocation
CAAs

Attachment A

County	Agency	Contract Number	Initial Contract (9/21/23)	Total 2024 Contract	CAA 25% Advance (Automatic)
Placer	Project GO, Inc.	24F-3031	422,347	422,347	105,586
Plumas	SEE LASSEN COUNTY				
Riverside	Community Action Partnership of Riverside County	24F-3032	3,065,608	3,065,608	766,402
Sacramento	Sacramento Employment and Training Agency	24F-3033	2,130,858	2,130,858	532,714
San Benito	San Benito County H&HSA, CS & WD	24F-3034	281,647	281,647	0
San Bernardino	Community Action Partnership of San Bernardino County	24F-3035	3,193,994	3,193,994	798,498
San Diego	County of San Diego, H&HSA, CAP	24F-3036	3,549,776	3,549,776	887,444
San Francisco	Urban Services YMCA	24F-3037	871,723	871,723	217,930
San Joaquin	San Joaquin County Dept. of Aging & Community Services	24F-3038	1,009,268	1,009,268	0
San Luis Obispo	CAP of San Luis Obispo County, Inc.	24F-3039	295,452	295,452	0
San Mateo	San Mateo County Human Services Agency	24F-3040	473,796	473,796	0
Santa Barbara	Community Action Commission of Santa Barbara County	24F-3041	546,140	546,140	136,535
Santa Clara	Sacred Heart Community Service	24F-3042	1,365,590	1,365,590	341,397
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	24F-3043	312,283	312,283	78,070
Shasta	Shasta County Community Action Agency	24F-3044	301,019	301,019	0
Sierra	SEE LASSEN COUNTY				
Siskiyou	SEE MODOC COUNTY				
Solano	Community Action Partnership of Solano, JPA	24F-3045	399,530	399,530	99,882
Sonoma	Community Action Partnership of Sonoma County	24F-3046	435,371	435,371	108,842
Stanislaus	Central Valley Opportunity Center, Inc.	24F-3047	732,490	732,490	183,122
Sutter	Sutter County Community Action Agency	24F-3048	282,675	282,675	70,668
Tehama	Tehama County Community Action Agency	24F-3049	302,929	302,929	75,732
Trinity	SEE GLENN COUNTY				
Tulare	Community Services & Employment Training, Inc.	24F-3050	1,005,645	1,005,645	251,411
Tuolumne	SEE AMADOR COUNTY				
Ventura	Community Action of Ventura County, Inc.	24F-3051	748,553	748,553	187,138
Yolo	County of Yolo Health and Human Services Agency	24F-3052	398,789	398,789	99,697
Yuba	Yuba County Community Services Commission	24F-3053	269,162	269,162	67,290
TOTAL, all counties			52,036,423	52,036,423	10,622,073

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 24F-3015	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below
- CONTRACTING AGENCY NAME
Department of Community Services and Development
- CONTRACTOR NAME
Community Action Partnership of Kern
2. The term of this Agreement is: January 1, 2024 through April 30, 2025
3. The maximum amount of this Agreement is: Total \$1,791,327.00
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- Preamble
- Article 1 - Scope of Work
 - Article 2 - Contract, Administration, Procedure
 - Article 3 - Agreement Changes
 - Article 4 - Administrative Policies and Procedures
 - Article 5 - Program Budget Requirements and Payments
 - Article 6 - Financial Reporting
 - Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting
 - Article 8 - Compliance Policies and Procedures
 - Article 9 - Federal and State Policies and Provisions

Definitions
Table of Forms and Attachments
These documents can be accessed at <https://providers.csd.ca.gov/>.

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

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

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development
Federal Funding Accountability and Transparency Act Report Form**

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: csbg.div@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name		
Program Type (Check One)	<input type="checkbox"/> CSBG <input type="checkbox"/> LIHEAP <input type="checkbox"/> DOE WAP <input type="checkbox"/> OTHER _____	
Contract Number		
Performance Period(s) (mm/dd/yy - mm/dd/yy)		
Agency Unique Entity ID (SAM.gov) NEW		
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	
	Title:	
	E-Mail:	
	Phone:	
Location of Agency	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Mailing Address:	
	State:	
	Zip + 4 Digits <i>(+4 digit is required)</i>	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If YES, continue to the next question. If NO, you are now finished completing this form.)</i>	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If YES, continue to the next question. If NO, you are now finished completing this form.)</i>	
	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). 	
	<i>(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)</i>	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption criteria. <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf>

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **2024 Community Services Block Grant (CSBG)**

PERIOD: **January 1, 2024 through April 30, 2025**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

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

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

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

(b) Enter the full name of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) program in 2024 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on the face sheet of this Agreement, Form STD 213 (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Sections 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Sections 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire performance period of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is 100 percent financed through the United States Department of Health and Human Services (HHS).

1.2 Agreement Term

- 1.2.1 The term of this Agreement shall be as specified on the Agreement face sheet (STD 213) and is divided into two distinct sections: a period of performance from January 1, 2024 through December 31, 2024, and an extension period of January 1, 2025 through April 30, 2025.
- 1.2.2 *Period of Performance.* The period of performance of this Agreement shall be from January 1, 2024 through December 31, 2024. One hundred percent of the Agreement amount specified in Article 1.3 below is expected to be fully expended by the end of the period of performance.
- 1.2.3 *Extension Period.* The extension period provided by this Agreement is available upon approval by CSD from January 1, 2025 through April 30, 2025 to those contractors who will not fully expend 100 percent of the Agreement amount by the

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end of the performance period. Requests for extensions must follow Article 3.1.3 of this Agreement and be received by CSD no later than November 16, 2024.

1.3 Agreement Amount

The maximum amount of this Agreement shall be as specified on the face sheet (STD 213) and is subject to adjustment(s), in accordance with the following terms:

- 1.3.1 The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant award.
- 1.3.2 Upon notification of the full federal fiscal year grant award amount from the HHS, CSD shall, if necessary, issue an amendment to this Agreement to increase or decrease the maximum amount.
- 1.3.3 If the full amount of the HHS CSBG grant award to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure and shall advance funds in accordance with Article 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the maximum amount of the Agreement has been revised.
- 1.3.4 In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's maximum amount of the Agreement prior to the end of the contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS or the contract shall be closed on that basis without need for amendment pursuant to Articles 2.3.1.2 and 2.3.2.2.
- 1.3.5 This Agreement may include a specific amount allocated from the annual discretionary allocation. These funds may target a specific purpose and require a separate budget and work plan in accordance with Article 7.1 of this Agreement.

1.4 Service Area

The services shall be performed in the Contractor's service area as indicated on CSD's Public Website at <https://www.csd.ca.gov>.

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1.5 Legal Authorities – Program Requirements, Standards, and Guidance

- 1.5.1 All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
- 1.5.1.1 The Community Services Block Grant Act, as amended, 42 USC § 9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 - 1.5.1.2 California laws and regulations applicable to CSBG Programs, Government Code (Cal. Gov. Code) § 12085 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601- 100795;
 - 1.5.1.3 The Single Audit Act, 31 USC § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75;
 - 1.5.1.4 California Civil Code §§ 1798 et seq., and the Federal Privacy Act of 1974 (5 USC § 552a); Requirements to Respond to Incidents Involving a Breach of Personal Information, Statewide Information Management Manual (SIMM) 5340-C, California Department of Technology; and
 - 1.5.1.5 California Contractor Certification Clauses 04/2017 (CCC 04/2017); and State contracting requirements, “General Terms and Conditions, GTC 04/2017”.
- 1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed within this Agreement, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the authorities directly conflict with any State law or regulation, or any provision of this Agreement, then that federal law or regulation shall apply, unless a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.
- 1.5.3 Contractor shall comply with specific CSD program guidance which shall be binding on the Contractor as a condition of the Contractor’s eligibility to receive CSBG funds, provided:

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- 1.5.3.1 That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” or “CSD Program Advisory (CPA) No. XX-XX”;
 - 1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 - 1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 - 1.5.3.4 That major and material changes in program requirements, which substantially affect the Contractor’s and/or CSD’s ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 - 1.5.3.5 That the parties’ failure or inability to execute a mutually acceptable amendment within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 - 1.5.3.6 That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD’s obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and
 - 1.5.3.7 That upon CSD’s or Contractor’s good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- 1.5.4 The federal and state laws, regulations, and other authorities referenced in this Agreement are hereby incorporated by reference. Copies may be accessed for reference on the Local Agencies Portal.

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ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Required Documents

2.1.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation. The following documents shall be returned to the Budget and Contracts Services Unit at PSU@csd.ca.gov within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies:

2.1.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

2.1.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

2.1.1.3 Contractor Certification Clauses (CCC 04/2017);

2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and

2.1.1.5 Board Resolution authorizing execution of this Agreement.

2.1.2 In addition to the documentation requirements set forth in Article 2.1.1, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Local Agencies Portal. Contractor shall return the following documents to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies, and shall each be subject to approval by CSD in form and substance:

2.1.2.1 CSBG Contract Budget Summary (CSD 425.S);

2.1.2.2 CSBG Budget Support Personnel Costs (CSD 425.1.1);

2.1.2.3 CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);

2.1.2.4 CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);

2.1.2.5 CSBG Contract Budget Narrative (CSD 425.1.4);

2.1.2.6 CSBG Annual Report Work Plan (CSD 641);

2.1.2.7 CSBG Annual Report Projections (CSD 641A and or CSD 641B);

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- 2.1.2.8 Agency Staff and Board Roster (CSD 188);
 - 2.1.2.9 Board Meeting Schedule;
 - 2.1.2.10 Updated Organizational Bylaws (if applicable); and
 - 2.1.2.11 Joint Powers Agreement (if applicable).
- 2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2024 CSBG Agreement and any amendments.
- 2.1.4 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.
- 2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and posted to the Local Agencies Portal until such time as a subsequent agreement or amendment is executed by the parties.
- 2.1.6 Contractors that are public or governmental entities with local provisions requiring receipt of a copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies for execution and retention.

2.2 Contractor's Option of Termination

- 2.2.1 Contractor may, at Contractor's sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, provided:
- 2.2.1.1 Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested.
 - 2.2.1.2 Notice contains a statement of the reasons for termination with reference to

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the specific provision(s) in the program guidance or proposed amendment in question.

- 2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- 2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual closeout procedures as provided in Article 6.2 – Close-Out Report.
- 2.2.4 By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG Provider(s) in accordance with state and federal CSBG requirements.

2.3 Budget Contingencies

2.3.1 *State Budget Contingency.*

2.3.1.1 It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2.3.1.2 If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.1.3 Pursuant to Cal. Gov. Code §12785, up to 3.5 percent of the discretionary funds is allocated to restore funding to the prior year's funding level for CSBG eligible entities. In the event the appropriation of the federal CSBG

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funds is significantly reduced, the CSBG discretionary funding may not be sufficient to restore funding to the prior year's funding level.

2.3.2 *Federal Budget Contingency.*

2.3.2.1 The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.

2.3.2.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.2.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

2.4 **Miscellaneous Provisions**

2.4.1 *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

2.4.2 *Merger/Entire Agreement.* This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral,

SUBVENTION AGREEMENT

among the parties with respect to such subject matter.

- 2.4.3 *Severability.* If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- 2.4.4 *Notices.* Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. CSD encourages Contractor to adopt the DocuSign platform to facilitate the receipt of this Agreement. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

To **Contractor’s** address of record; and

To **CSD** at:

California Department of Community Services and Development
Field Operations Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- 3.1.1 Formal amendments to this Agreement are required for changes to the term, amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 3.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.
- 3.1.3 *Extension Period.* If Contractor identifies that they will not fully expend 100 percent of the Agreement amount by the end of the period of performance, then

SUBVENTION AGREEMENT

Contractor shall submit written notification to their assigned Field Representative on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the period of performance or no later than November 16, 2024. Refer to Article 1.2.2 for period of performance. The CSD Form 425b shall include:

- 3.1.3.1 The reason(s) the Contractor will not fully expend 100 percent of the Agreement amount by the end of the performance period; and
- 3.1.3.2 The date (January 31, February 28, March 31, or April 30, 2025) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.
- 3.1.3.3 The acknowledgement of the adjusted Closeout timeline, as stated in Article 6.2.1 of the agreement.
- 3.1.4 CSD Form 425b is located on the Local Agencies Portal.
- 3.1.5 All requests for an Extension Period are subject to CSD approval. In addition, the contractor must execute the amendment before the expiration date of this agreement.

3.2 Minor Modification

- 3.2.1 Contractor request(s) for modification to CSBG Fiscal Data or Work Plan documents must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration date of this Agreement.
- 3.2.2 Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*.

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution, and Minutes

- 4.1.1 Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at CSBG.Div@csd.ca.gov and the Contractor's assigned Field Representative the following:
 - 4.1.1.1 Unless otherwise specified in 4.1.1.3 and 4.1.1.4 below, Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) of the

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tripartite board including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member including an address at a location other than the office of the eligible entity, vacancy title, and date each board seat was vacated. Contractor is responsible to notify CSD of any changes to the tripartite board within 30 calendar days of such occurrence.

4.1.1.2 Contractor must provide updated organizational bylaws if any changes occurred within the past calendar year.

4.1.1.3 In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to ensure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. NAI Contractor is responsible to notify CSD of any changes to its governing body within 30 calendar days of such occurrence.

4.1.1.4 In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. LPA Contractor is responsible to notify CSD of any changes to its board within 30 calendar days of such occurrence.

4.1.2 Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: (a) direct signature of a board member having signing authority; or (b) any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor delegates signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the

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CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

- 4.1.4 Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative. Regularly scheduled board meetings shall be held in accordance with Contractor's bylaws.
- 4.1.5 In addition to the minutes referenced in Article 4.14, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative.

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings

Contractor shall make every effort to attend all trainings and quarterly CSP meetings associated with CSD.

4.3 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- 4.3.1 Segregation of duties appropriate to safeguard State assets;
- 4.3.2 Access to Contractor assets is limited to authorized personnel who require these assets in the performance of their assigned duties;
- 4.3.3 Authorization and recordkeeping procedures adequate to provide effective

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accounting controls over assets, liabilities, revenues, and expenditures;

4.3.4 Practices to be followed in performance of duties and functions;

4.3.5 Personnel of a quality commensurate with their responsibilities; and

4.3.6 Effective internal review.

4.4 Record Retention Requirements

4.4.1 All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.361 through § 75.370).

4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.

4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.), and the Federal Privacy Act of 1974, as amended (5 USC § 552a).

4.5 Insurance Requirements

4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies and bond shall be in effect at all times during the term of this Agreement.

4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

4.5.3 Notices of Insurance must be submitted electronically via email to PSU@csd.ca.gov.

4.5.4 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder. New Certificates of Insurance will be reviewed for content and form by CSD.

4.5.5 In the event Contractor fails to maintain in effect at all times the specified insurance

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and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.

- 4.5.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 4.5.7 Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.6 Specific Insurance Requirements

4.6.1 Self-Insurance.

- 4.6.1.1 When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 4.6.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 4.6.1.3 In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within 30 calendar days of expiration of insurance.
- 4.6.1.4 In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

4.6.2 Workers' Compensation Insurance.

- 4.6.2.1 Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to

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underwrite workers' compensation insurance in the State of California.

4.6.2.2 Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the California Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

4.6.3 *Commercial or Government Crime Coverage (Fidelity Bond).*

4.6.3.1 Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.6.3.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4 percent of the total amount of consideration set forth under this Agreement.

4.6.3.3 Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

4.6.4 *General Liability Insurance.*

4.6.4.1 Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

4.6.4.2 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

4.6.5 *Vehicle Insurance.*

4.6.5.1 Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

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4.6.5.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. Driving to and from place of business is not within the scope of employment.

4.6.5.3 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

4.7 System Security Requirements

Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and federal laws and regulations as may apply. The parties hereto agree to requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM). In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

4.8 Services Offered

Data exchange between CSD and Contractor shall be handled through one of three methods: (1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or (2) utilize CSD web applications as configured by the Contractor technology vendor; or (3) via email using security protocols, such as encryption and redaction, for any sensitive data.

4.9 Data Protection

4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Local Agencies Portal. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.

4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.

4.9.3 Data exchanged between CSD and Contractor via email communication must have

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all personally identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

- 4.9.4 Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.10 Contractor Systems Security

- 4.10.1 The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by appropriate identification, authentication, and authorization methods to validate the approved users.
- 4.10.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 4.10.3 Contractor shall securely destruct data by sanitizing media prior to disposal.
- 4.10.4 Contractor shall keep security patches, anti-virus, and anti-malware software up to date on all systems on which data may be used.

4.11 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the federal Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905) and Stored Communications Act (18 USC § 2701). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the written consent of the owner.

4.12 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security

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Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.13 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.14 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.15 Travel and Per Diem

4.15.1 Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

4.15.2 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.474) or any amendments thereto, as applicable.

4.15.3 In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.16 Codes of Conduct

4.16.1 *Written Standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the

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Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

- 4.16.2 *Self-Dealing Prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR § 75.327, or subsequent amendments to these requirements.

4.17 Conflict of Interest

- 4.17.1 Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- 4.17.2 Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.18 Fraud, Waste, and Abuse

- 4.18.1 Contractor shall submit a written report to CSD within 45 days of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law

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constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.

- 4.18.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services (HHS) Office of Inspector General Fraud hotline.

4.19 Procurement Standards

- 4.19.1 *Maintenance of Written Procurement Procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing the CSBG program pertaining to procurement, including the Code of Federal Regulations Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

- 4.19.3 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use

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is charged to the benefiting program and credited to this Agreement.

- 4.19.4 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 4.19.5 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. “Adequate justification” must include but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier’s unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
- 4.19.6 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least 15 calendar days prior to execution of the transaction. Transactions without CSD’s prior written approval may be disallowed.
- 4.19.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.19.8 Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.20 Use and Disposition of Vehicles and Equipment

- 4.20.1 Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and § 75.439).
- 4.20.1.1 Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or

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project, the equipment may be used in other activities supported by CSD, in the following order of priority: (a) activities under a Federal award from CSD; then (b) activities under Federal awards from other HHS awarding agencies.

4.20.1.2 During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.

4.20.1.3 Any user fees shall be treated as “program income” to the CSBG program, as described in 45 CFR § 75.307.

4.20.1.4 Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor’s program activities, and properly allocated to the CSBG program. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).

4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 (d)), including, but not limited to: (a) property records; (b) physical inventory of the property; (c) a control system to prevent loss, damage, or theft; (d) adequate maintenance procedures; and (e) proper sale procedures.

4.20.3 *Sale or Disposition of CSBG-Funded Vehicles and Equipment.*

4.20.3.1 If/when Contractor’s CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).

4.20.3.2 Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.

4.20.3.3 Pursuant to 45 CFR 75.307(d), (*see also* 45 CFR § 75.2 “Program

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Income”), sale proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (including 45 CFR §§ 75.318, 75.320 and 75.321).

4.21 Subcontracts

4.21.1 Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.

4.21.2 *Notification of Subcontract Execution.*

4.21.2.1 Contractor shall provide annual written notification to CSD within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Local Agencies Portal.

4.21.2.2 This annual written notification shall also include a certification that, to the best of Contractor’s knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information as verified via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.

4.21.2.3 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.21.2.4 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt

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fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75, Subpart E – Cost Principles).

- 4.21.3 Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- 4.21.4 Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- 4.21.5 In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five business days of receipt of notice of such action.

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ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS**5.1 Budget**

- 5.1.1 Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non-Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: (a) completing the attached form (CSD 425.1.3); or (b) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.
- 5.1.2 Contractor shall submit the CSBG Contract Budget Narrative form (CSD 425.1.4) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- 5.1.3 *Administrative Expenses.* For the purpose of administrative expenditures, and pursuant to Cal. Gov. Code § 12781(c)(1)(D), Contractor shall use funds allocated under this Agreement in an amount not to exceed 12 percent of the total operating budget of its community action program(s) only, including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low Income Home Energy Assistance Program (LIHEAP) and the Low Income Household Water Assistance Program (LIHWAP) in excess of the LIHEAP and LIHWAP contractual limitations by the Contractor's agency.

The budgets of the Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

- 5.1.3.1 A qualifying community action program is defined by Cal. Gov. Code § 12750(b) as:

A "locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of

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poverty in the community or those areas of the community where poverty is a particularly acute problem.”

5.1.3.2 Community action programs typically:

5.1.3.2.1 Maintain a tripartite board of directors or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

5.1.3.2.2 Serve the purposes and goals of the federal Community Services Block Grant Act, Section 672 (42 USC § 9901) and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

5.1.4 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 10 percent de minimis indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

5.1.5 *Budget modifications require pre-approval by CSD.* No originally approved budget line item may be increased or decreased by more than 10 percent (10%) without prior CSD approval. Contractor shall submit a CSD 425b, *Justification for Contract Amendment/Modification* and updated budget forms to request a budget modification.

5.2 Advance Payments – Amount

5.2.1 Upon approval of all contract deliverables, CSD shall, in accordance with Cal. Gov. Code § 12781(b), issue an advance payment to Contractor in an amount not to exceed 25 percent of the maximum amount of this Agreement.

5.2.2 If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance amount that is available and pay the remaining portion(s) as funds become available.

5.2.3 If HHS fails to provide sufficient funds to pay the authorized advance amount during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.

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- 5.2.4 If, during the first six months of the contract term, CSD amends this Agreement to increase the maximum amount, CSD shall advance up to 25 percent of the increase to Contractor.
- 5.2.5 Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the contract.

5.3 Advance Payments – Interest on Advances

- 5.3.1 Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR § 75.305(b)(8), unless one or more of the following apply:
 - 5.3.1.1 Contractor receives less than \$120,000 in Federal awards per year.
 - 5.3.1.2 The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on CSBG cash balances.
 - 5.3.1.3 The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- 5.3.2 Interest earned amounts up to \$500 may be retained by Contractor for administrative expenses. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to the U.S. Department of Health and Human Services at:

HHS Program Support Center
P. O. Box 979132
St. Louis, MO 63197

When returning interest, the refund should include: an explanation stating that the refund is for interest, the name of the awarding agency (CSD), and the grant number for which the interest was earned.

5.4 Advance Payments – Liquidation of Advance

- 5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures at the seventh monthly reporting period of the period of performance, or when the Contractor has expended 75

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percent of the maximum amount of this Agreement.

- 5.4.2 CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the period of performance. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance. If the original contract is granted a term extension, this does not extend the advance repayment period.
- 5.4.3 If the advance repayment is not fully paid by the end date of the original contract term, then CSD will offset any subsequent reimbursement of approved expenditures to fully repay the advance repayment.

5.5 Advance Payments – Lien Rights

The State retains lien rights on all funds advanced.

5.6 Payments

- 5.6.1 Upon approval of Contractor deliverables CSD shall issue payments (as specified by Contractor on the CSD 425.S and CSD 627) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- 5.6.2 Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

ARTICLE 6 – FINANCIAL REPORTING

6.1 Fiscal Reports

- 6.1.1 Contractor shall request reimbursement for expenditures associated with all contract activities by reporting in the Expenditure Activity Reporting System (EARS) in accordance with CPN-C-22-01, CSBG Financial Reporting Policies and Procedures, which is available online at the Local Agencies Portal.

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6.1.2 Contractor shall submit adjustments in accordance with CPN-C-22-01.

6.1.3 Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in EARS on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

6.2 Close-Out Report

6.2.1 Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended and according to the timelines below. The close-out report must be submitted for both the CSBG and Discretionary portions of the contract amount. The close-out report must be submitted according to the following Period of Performance timeline:

- Period of Performance: January 1, 2024 through December 31, 2024; Close-out due March 31, 2025 (90 calendar day close-out)
- Period of Performance: January 1, 2024 through March 31, 2025; Close-out due May 31, 2025 (60 calendar day close-out)
- Period of Performance January 1, 2024 through April 30, 2025; Close-out due May 30, 2025 (30 calendar day close-out)

6.2.2 The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D), The latest versions of the close-out forms are available on the Local Agencies Portal.

6.2.3 All close-out forms must be submitted electronically via email to CSBG.Div@csd.ca.gov.

6.2.4 Final expenditures must be submitted by entry into EARS by within the established close-out period coinciding with the performance period of this agreement as described in Section 6.2.1.

6.2.5 All adjustments must be submitted in accordance with CPN-C-22-01.

6.2.6 Subsequent payments for expenditures under any open CSD contract and the issuance of other CSD contracts shall be contingent upon timely submission of the

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closeout report.

- 6.2.7 If CSD grants Contractor a term extension, regardless of the extension period, Contractor must submit all required close-out documents, without exception, no later than May 31, 2025.

6.3 Transparency Act Reporting

- 6.3.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
- 6.3.2 Pursuant to the FFATA reporting requirements (2 CFR Part 170), CSD is required to report information regarding contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD Form 279, located on the Local Agencies Portal and return with the signed contract to ensure compliance.
- 6.3.3 CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING

7.1 Discretionary Funds Requirements

- 7.1.1 Contractor shall complete the following documents, available on the Local Agencies Portal, satisfactory to CSD in form and substance, and submit to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies.
- 7.1.1.1 CSBG Contract Discretionary Contract Budget Summary (CSD 627S);
- 7.1.1.2 CSBG Discretionary Budget Support Personnel Cost (CSD 627A);
- 7.1.1.3 CSBG Discretionary Budget Support Non-Personnel Cost (CSD 627B);

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7.1.1.4 CSBG Discretionary Budget Contract Budget Narrative (CSD 627C); and

7.1.1.5 CSBG Workplan/Progress Report (CSD 626FR) is not required. All discretionary tasks shall be described in the CSD 641 Workplan.

7.1.2 *Administrative Cap.* The discretionary allocation is subject to an administrative cap of 12 percent of the total discretionary funds received.

7.1.3 *Advance Payments.* Advances are not available on the 2023 Discretionary Funds.

7.1.4 *Fiscal Reporting.* Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in EARS on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

7.1.5 *Programmatic Reporting.* A separate discretionary programmatic report is not required. All discretionary programmatic activities shall be reported in the CSBG annual report, as applicable.

7.1.6 Discretionary funds must be 100 percent spent no later than December 31, 2024.

7.1.7 *Close-Out.* Contractor shall complete and submit all CSD close-out forms as required and outlined in Section 6.2.

7.2 Fair Hearing for Denial of Client Benefits by Contractor

7.2.1 Pursuant to 22 Cal. Code Regs. § 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within 20 calendar days from the denial of assistance.

7.2.2 Within five business days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than 30 calendar days from the receipt of the request.

7.2.3 The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.3 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, Contractor shall

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submit the Organizational Standards annually utilizing the eGov ReportHub system no later than August 31, 2024. Contractor shall have until January 31, 2025, to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2023 Organizational Standards Assessment.

7.4 Programmatic Reporting

- 7.4.1 *Submission of Required Plans/Reports.* Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to CSBG.Div@csd.ca.gov, no later than the date specified.
- 7.4.2 *Community Action Plan.* Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD. All future Community Action Plans must include certification of a ROMA trainer, implementor, or advocate prior to submission to CSD.
- 7.4.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2024 through December 31, 2024. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and/or 641B Module 4 Targets as part of the contract deliverables. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and entering the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2024 must be completed and submitted with the contract deliverables. A copy of the forms may be accessed on the Local Agencies Portal.
- 7.4.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2024, through December 31, 2024. As applicable, Modules 2 through 4 and Agency Success Stories must be completed and submitted in the eGov Reporting system no later than February 3, 2025. Access to the eGov system is available at: <https://cacscommunitysoftwaregroup.com/CsgIdentity/Account/LogIn>.
- 7.4.5 Contractor shall be required to collect programmatic outcomes associated with services provided under an extended period of performance covering the period January 1, 2025, through the extended period of performance as specified on the STD 213. Contractor must submit the programmatic outcomes through this period

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with the following year's annual report information.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit, and Investigate

- 8.1.1 Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 8.1.2 Contractor shall make available all reasonable information necessary to substantiate expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 8.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with applicable federal and state requirements, with particular reference to 42 USC §§ 9914-9916, and 22 Cal. Code Regs. § 100730, as amended.
- 8.1.4 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring – Contractor's and CSD's Shared Responsibilities for Federal Funds

- 8.2.1 As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
- 8.2.2 As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:
 - 8.2.2.1 Contractor meets federal and state performance goals, administrative and

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financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.2, applicable to CSBG-funded programs; and

8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.

8.2.3 CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

8.2.4 Except under certain conditions whereby advanced notice may not be feasible such as, a whistleblower or other investigation, CSD shall provide Contractor reasonable advance written notice of on-site audit of Contractor's program or fiscal performance. Contractor shall cooperate with CSD audits and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

8.2.5 In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance. All noncompliance findings must be resolved by the mutually agreed upon corrective action timeframe.

8.3 Collection of Disallowed Costs

8.3.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

8.3.2 *Time for Response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

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- 8.3.3 *Notice After Review of Further Supporting Evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in Article 8.3.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with this Agreement, for CSD's final determination of disallowed costs.
- 8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.
- 8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Article 8.3.

8.4 Auditing Standards

- 8.4.1 *Applicability.* The standards set forth in in 2 CFR § 200.500 et seq. are hereby incorporated by reference.
- 8.4.2 *Supplemental Audit Guide.* In addition to the applicable audit requirements specified in Article 8.4.1, Contractor must follow the most current CSD Supplemental Audit Guide, which is incorporated into this Agreement by reference and may be accessed on the Local Agencies Portal.

8.5 Audit Reports

- 8.5.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §§ 200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards," December 2011 Revision, as amended, or the 2018 revision effective for financial audits, attestation engagements, and reviews of financial statements for periods ending on or after June 30, 2023.
- 8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.

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- 8.5.3 The financial and compliance audit report shall contain a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All CSBG grants shall be reported separately on the SEFA, i.e., CSBG; Discretionary. In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for **each** contract whose **term ends** during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.
- 8.5.4 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the Contractor's fiscal year.
- 8.5.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:

audits@csd.ca.gov

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within ten calendar days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

8.6 Failure to Comply with Audit Requirements

- 8.6.1 In the event that Contractor fails to comply with the audit requirements under this Article, CSD, as appropriate in the circumstances, may take one or more of the following actions, provided in 45 CFR § 75.371 - § 75.375 "Remedies for Noncompliance": (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by CSD; (b) disallow

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(that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend (suspension of award activities) or terminate the award; (d) recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR Part 180 and Federal awarding agency regulations at 2 CFR Part 376; (e) withhold further federal awards for the project or program; and (f) take other remedies that may be legally available.

8.6.2 *Collection of Disallowed Costs.* Contractor shall have no less than ten business days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

8.6.3 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Financial Services Unit (FSU) to send an invoice. Contractor will tender payment to FSU or negotiate a repayment plan acceptable to FSU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, for cost disallowances/recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 USC §§ 9914-9916), in the Code of Federal Regulations, and in state regulations, with particular reference to 22 Cal. Code Regs. § 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that Article 8.7 shall: (a) guide, inform and clarify the Enforcement Process; (b) establish the procedures to be followed; and (c) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

8.7.2 *Definitions.*

Enforcement Action. For purposes of this Article, "Enforcement Action" shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement Actions may include any

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of the following: (a) “High-Risk” designation; (b) a determination of cost disallowance; (c) contract suspension; (d) contract termination; or (e) termination of Contractor’s designation as eligible entity.

High Risk Designation refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to Enforcement Action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.

Material Breach means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission: (a) constitutes fraud or gross negligence by Contractor or its agent(s); (b) is likely to result in significant waste and/or abuse of federal funds; (c) has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

8.7.3 *Initiation of Enforcement Action.*

8.7.3.1 *Grounds for Enforcement Action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor’s financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an Enforcement Action.

8.7.3.2 *Notice of High-Risk Designation.* To initiate an Enforcement Action, CSD must provide Contractor with written Notice of High-Risk designation, setting forth: (a) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; (b) the corrective action(s) required; and (c) the date by which they must be taken and completed.

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8.7.4 *Special Conditions and Sanctions.*

8.7.4.1 CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information: (a) the nature of the Special Condition(s) and/or Sanction(s) being imposed; (b) the reason(s) for imposing Special Condition(s) and/or Sanction(s); and (c) the corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

8.7.4.2 Special Conditions may include but are not limited to: (a) requiring Contractor to obtain training and/or technical assistance; (b) imposition of special or additional reporting requirements; (c) special or conditional cost reimbursement requirements and procedures; (d) provision of documentation by Contractor; and/or (e) requiring Contractor to amend or modify systems, procedures, and/or policies.

8.7.4.3 Sanctions may include but are not limited to: (a) suspension of advances and/or reimbursements; and/or (b) issuance of notices to suspend operations.

8.7.4.4 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that: (a) substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or (b) associated costs are otherwise very likely to be disallowed; and (c) taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

8.7.5 *Procedures for Review of Special Conditions and/or Sanctions.*

8.7.5.1 If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.

8.7.5.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

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8.7.5.3 *Hearing.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request a hearing for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.

8.7.5.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 Cal. Code Regs. § 100780.

8.7.5.5 Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

8.7.5.6 Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that Article 8.7.5.3 applies.

8.7.6 *Enforcement Action Cost Disallowance.*

8.7.6.1 *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.

8.7.6.2 Statements of Questioned Costs shall include, at minimum: (a) particular item(s) of cost questioned and the specified amount(s) by type or category of costs; (b) factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and (c) timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

8.7.6.3 *Investigative Audits and Reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in

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any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

8.7.6.4 *Effect of Non-Cooperation with Investigative Audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to Article 8.7.6.3, CSD may: (a) impose sanctions as provided in article 8.7.4; and/or (b) issue a Notice of Disallowed Costs as determined appropriate.

8.7.6.5 *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include: (a) the amount of disallowed costs to be repaid, if any; and (b) the date by which repayment must be made or, in the alternative, (c) the date by which Contractor must submit a proposed repayment plan for consideration by CSD.

8.7.6.6 *Right to Dispute Notice.* Not later than five business days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 Cal. Code Regs. § 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, in a combined proceeding.

8.7.6.7 *Waiver of Right to Dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided in Article 8.7.6.6, the Notice of Disallowed Costs shall be deemed final, and Contractor shall be obligated to comply with the requirements of the Notice.

8.7.6.8 Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to: (a) federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded; (b) the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law; (c) the risk of being unable to recover funding and the options for securing

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Contractor's repayment obligation; and (d) Contractor's financial condition and ability to pay.

- 8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on High-Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High-Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of High-Risk Designation, CSD shall give Contractor written notice of such determination.
- 8.7.8 *Further Enforcement Action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High-Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 Cal. Code Regs. § 100780 and other applicable State and federal statutes and regulations.
- 8.7.9 *Contractor's Status During Federal Review Period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with review requirements pursuant to Section 678C of the Community Services Block Grant Act, (42 USC § 9915), except that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters

- 9.1.1 Contractor hereby certifies to the best of its knowledge that it, any of its officers, and any subcontractor(s):
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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- b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and
 - d. Have not, within a three-year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- 9.1.2 If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

9.2 Federal Requirements

- 9.2.1 Salary Limitation – Federal Executive Level II. Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2023/EX.pdf>. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities

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organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

9.2.1.1 Federal Funds Accountability and Transparency Act (FFATA)

Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.frs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

9.2.2 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC § 7104). The full text of this requirement can be found at <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

9.2.3 Prohibition on Use or Procurement. Pursuant to the “Prohibition on certain telecommunications and video surveillance services or equipment” (2 CFR § 200.216), contractors are prohibited from expending grant funds on “equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).” The full text of this requirement can be found at [Electronic Code of Federal Regulations \(eCFR\)](#).

9.3 Affirmative Action Compliance

9.3.1 Each contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall develop a written Affirmative Action Compliance Program.

9.3.2 The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 60-1.40, §§ 60-2.10 through 60-2.32, and §§ 60-741.1 through 60-741.47.

9.3.3 Each contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this

SUBVENTION AGREEMENT

provision shall fully comply with the requirements thereof.

9.4 Nondiscrimination Compliance

9.4.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

9.4.2 Contractor hereby certifies compliance with the following:

- a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
- b. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
- c. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
- d. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (41 CFR Subtitle B, Part 60-300);
- e. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended (41 CFR Chapter 60); and
- f. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.).

9.5 Specific Assurances

9.5.1 *Smoking Prohibitions.* In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. This

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Agreement incorporates by reference all provisions set forth in “Child Support Services and Referrals”, under 42 USC § 9919(b).

- 9.5.2 *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
- 9.5.3 *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers’ Compensation laws (Labor Code §§ 3200 et seq.).
- 9.5.4 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
- 9.5.5 *Lobbying Activities.* Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93 (Appendix A).

9.6 Subrecipient Monitoring

Contractor must obtain a Unique Entity Identifier (UEI) assigned by the System for Award Management (SAM.gov). CSD is required to check SAM.gov to verify that Contractor and subrecipients are not debarred, suspended, or ineligible. The UEI is a 12-character alphanumeric ID assigned by SAM.gov.). CSD is also required to conduct risk assessments of Contractor in accordance with 45 CFR § 75.352(b), and monitoring for each program, function, and activity (45 CFR § 75.342 & § 75.352.)

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9.7 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO direct state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide written response. Termination shall be at the sole discretion of the State.

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DEFINITIONS

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 USC § 9902; Cal. Gov. Code § 12730; 45 CFR Part 75 and 22 Cal. Code Regs. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement: The complete contents of this Agreement entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Agreement Term: The timeframe of this Agreement as specified on the Agreement face sheet (STD 213) including the established Period of performance and an extended period granted upon approval to the Contractor by CSD.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 USC § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 USC § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.

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<u>Continuing Resolution:</u>	An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.
<u>Contractor:</u>	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
<u>Extended Period of Performance:</u>	An extension to the Period of Performance provided to Contractor upon approval if Contractor does not expect to complete award activities during the Period of Performance.
<u>Limited Purpose Agency (LPA):</u>	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 USC § 9910(b)(2).
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Native American Indian Program (NAI):</u>	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of ‘eligible entity’ as defined in subdivision (g) of § 12730. An NAI may be considered a ‘public organization’ for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 USC § 9910(b)(2).
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.

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<u>Period of Performance:</u>	Time during which Contractor is expected to complete award activities and expend approved funds.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.
<u>Subcontractor:</u>	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
<u>Subcontract:</u>	A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.
<u>Total Allocation:</u>	The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

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TABLE OF FORMS AND ATTACHMENTS

Forms (to be returned with signed Agreement):

- A. CSBG Contract Allocation Increase:
 - 1. CSBG Contract Budget Summary (CSD 425.S);
 - 2. CSBG Budget Support Personnel Costs (CSD 425.1.1);
 - 3. CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
 - 4. CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
 - 5. CSBG Contract Budget Narrative (CSD 425.1.4);
 - 6. CSBG Annual Report Work Plan (CSD 641); and
 - 7. Joint Powers Agreement (if applicable).
- B. CSBG Discretionary Funds:
 - 1. CSBG Discretionary Contract Budget Summary (CSD 627);
 - 2. CSBG Discretionary Budget Support Personnel Cost (CSD 627A);
 - 3. CSBG Discretionary Budget Support Non-Personnel Cost (CSD 627B); and
 - 4. CSBG Discretionary Contract Budget Narrative (CSD 627C).
- C. *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities during the period of performance from January 1, 2024 through December 31, 2024. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641-1 Module 3 Targets and/or 641-2 Module 4 Targets. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and providing the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2024 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal.
- D. Certification Regarding Lobbying/Disclosure of Lobbying Activities

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- E. California Contractor Certification Clauses (CCC 04/2017)
- F. CSD Federal Accountability and Transparency Act Report (CSD 279)
- G. Agency Staff and Board Roster (CSD 188)

The following documents are hereby incorporated by reference:

Attachment A: 2024 CSBG Allocation Spreadsheet

Attachment B: Supplemental Audit Guide



MEMORANDUM

To: Executive Committee

From: Pritika Ram, Chief of Business Development

Date: Wednesday, December 13, 2023

Subject: *Agenda Item 6b:* Community Action Partnership of Kern Foundation Budget
FY 2024- **Action Item**

Background

Each year, the Community Action Partnership of Kern Foundation formulates an operational budget to delineate various expenses. These encompass personnel, rent/space, travel, supplies, contractual services, and administrative oversight (indirect). Additionally, anticipated expenses linked to the Foundation's service line are considered, encompassing upcoming campaigns, program-targeted events, fundraisers, and costs associated with board development.

Following a comprehensive evaluation of the CAPK Foundation's performance during the recent October 2023 Board of Directors meeting, the Board has reaffirmed its commitment to provide operational financial support from the parent company CAPK to the CAPK Foundation. Additionally, the Foundation will continue its practice of presenting an annual operating budget to the Governing Board of Directors for approval. This established process ensures that both of the Boards and the leadership team can evaluate the Foundation's past performance, consider current circumstances, and make any necessary adjustments to operational support.

Budget FY 2024

The Budget Summary provided indicates that the Foundation's initial operational expenses for FY 2023 were budgeted at approximately \$408,080. Due to unspent funds amounting to \$133,000 and annualizing the remaining balance over four months (the last two months of the current year, November and December 2023, and the initial two months of January and February 2024, aligning with the agency's fiscal year), the carryover amount from FY 2023 to FY 2024 is \$33,000. Additionally, the current budget includes a projected unrestricted operational revenue amount of \$66,065. Although the projected total for FY 2024 is \$446,574, when factoring in the carryover and projected unrestricted operational revenue amounts, the actual budget request for FY 2024 totals \$350,000.00 from the parent company. This represents ten (10) months of operation, March to December 2024.

A preliminary agency budget, involving input from all program leaders, has been drafted, and the requested amount has been appropriately allocated for transfer to the Foundation in the upcoming fiscal year. Additionally, the staff has prepared a budget presentation that outlines areas of focus, anticipated challenges and opportunities, and goals for the approaching year. The presented budget signifies the Foundation's operational funding request and does not encompass the fundraising goals for the upcoming year.

Community Action Partnership of Kern Foundation			
Budget Summary			
FY 2024 (01/01/2024 to 12/31/2024)			
		FY 2023	FY 2024
			<i>Proposed</i>
REVENUE			
4230	Unrestricted Operational Revenue	-	66,065
4990	Net Assets Released from Restriction (CAPK)		
	Transfer from CAPK to Foundation	408,080	380,509
	Total Revenue	408,080	446,574
Budget Detail			
	Salaries	157,156	199,565
	Benefits	48,718	64,865
	Travel	24,750	10,000
	Space Costs	3,500	2,981
	Supplies	8,800	18,850
	Consultant/Contract Services	30,307	6,000
	Other Operating Costs	104,350	103,715
	Administrative Indirect	30,499	40,598
	Total Expenditures	408,080	446,574
FY 2023 Budget			\$ 417,839
(a) As of 10/31/2023 - BTA Remaining Balance			\$ 133,000
Average Expense per Month			\$ 25,000
(b) Projected Expense Nov to Dec 2023			\$ 50,000
(c) Projected Expense Jan and Feb 2024			\$ 50,000
Projected Carry-over Total (a less b and c) to FY 2024			\$ 33,000
FY 2024 Projected Unrestricted Operational Revenue			66,065
FY 2023 Carry-Over			\$ 33,000
FY 2024 - Budget Total			\$ 446,574
FY 2024 - Budget Total (includes carry-over)			\$ 413,574
FY 2024 - Budget Total (includes carry-over and Unrestricted Operational Revenue)			\$ 347,509
FY 2024 - BUDGET REQUEST TOTAL (rounded)			\$ 350,000

Recommendation:

Staff recommends the Board of Directors approve the Fiscal Year 2024 budget covering the period from January 1, 2024, to December 31, 2024, for the Community Action Partnership of Kern Foundation. The proposed budget amounts to \$350,000, encompassing ongoing annual operational budget support for the CAPK Foundation, with a focus on continuous evaluation.

Attachments:

FY 2024 Budget Summary
Budget Development Presentation – CAPK Foundation

Community Action Partnership of Kern Foundation		
Budget Summary		
FY 2024 (01/01/2024 to 12/31/2024)		
	FY 2023	FY 2024 <i>Proposed</i>
REVENUE		
4230 Unrestricted Operational Revenue	-	66,065
4990 Net Assets Released from Restriction (CAPK) Transfer from CAPK to Foundation	408,080	380,509
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FY 2024 - Budget Total		\$ 446,574
FY 2024 - Budget Total (includes carry-over)		\$ 413,574
FY 2024 - Budget Total (includes carry-over and Unrestricted Operational Revenue)		\$ 347,509
FY 2024 - BUDGET REQUEST TOTAL (rounded)		\$ 350,000



CAPK Foundation 601: 2024-25 Budget Development

PRESENTED BY: CATHERINE ANSPACH
DIRECTOR OF DEVELOPMENT



Program Overview



The CAPK Foundation was created to address the immediate funding needs of Community Action Partnership of Kern (CAPK) and to develop unrestricted funding sources to support programs that serve people who are facing poverty and economic disadvantage.

It is the philanthropic catalyst that provides the essential tools and resources CAPK needs to transform communities into places where poverty is rare, homelessness is brief, the hungry are nourished, and children and families have an equal chance to reach their full potential.



Goals for 2024



Enforce standardized processes

- Internal Programs communication
- Finance workflow and process

Identify critical needs & funding gaps within each program

Increase Foundation awareness in the Community

- Increase traffic and engagement on website through storytelling
- Developing varied giving campaigns to engage donors

Engage Board Members

- Using their fundraising experience and/or connections in the community

Expand & market varied sources of funding

- Annual Fund
- Grants and Sponsorship Proposals
- Online Giving

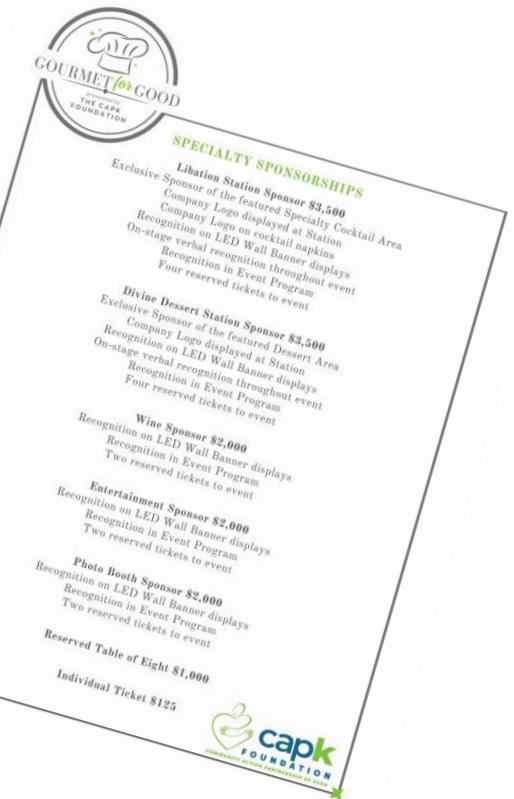
HOLD SIGNATURE FUNDRAISER



Saturday, June 1, 2024

Estimated Attendance: 250 persons

Net Goal: \$91,935



Increase Donor Base through Annual Appeal



Dear Friends and Supporters,

What a year it's been; 2023 has shown unprecedented need in our community. Families have faced hardships they never could have anticipated; from the ongoing impact of the global pandemic to economic uncertainties that have touched countless lives in Kern County.

In the face of these trials, Community Action Partnership of Kern (CAPK) has been on the front lines, doing work that truly matters; meeting adversity head-on and making a significant impact in our community by:

Fighting Food Insecurity: For many of our neighbors, putting food on the table is a daily struggle. Thanks to our network of partners, the Wonderful Community Center at the CAPK Food Bank has been able to provide a staggering 20-million pounds of food to Kern County residents facing hunger.

Ending Homelessness: This year, our M Street Navigation Center has provided refuge for over 1,700 homeless individuals, giving them a safe and welcoming shelter. Here they get nourishing meals, mental health support, and a pathway to permanent housing—a ray of hope for a brighter future.

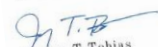
Empowering Youth: In the heart of our community, our Friendship House & Shafter Youth Centers have served as both a safe haven and a nurturing environment for Kern County's youth. This year, nearly 100 children have forged friendships, received academic mentoring and found the support they need to thrive.

Supporting Families: This past year, our Oasis & East Kern Family Resource Centers have offered a full circle of support to over 2,700 families facing crisis including food, clothing, financial assistance, crisis intervention, and parental workshops. The CAPK team has worked tirelessly to keep families together, helping them conquer challenges that might otherwise tear them apart.

As we look ahead to the coming year, we know the need is even greater. And that's where you can make a difference. We are asking you to please consider making a tax-deductible donation today via mail or online at www.capkfoundation.org.

Your year-end gift has the power to create genuine and enduring transformations in the lives of our neighbors who are struggling right here in our community.

With heartfelt thanks,


Jeremy T. Tobias

Chief Executive Officer
Community Action Partnership of Kern


Kevin Burton
Board Chair
CAPK Foundation



OUTREACH TO OVER 11,000 HOMES

Yes, I want to support the Community Action Partnership of Kern (CAPK) Foundation.

Enclosed is my contribution of:

☐ \$1,000 ☐ \$500 ☐ \$100 ☐ \$50 ☐ \$25 ☐ Other \$ _____

I would like my donation to support the following program.

☐ Food Bank ☐ East Kern Family Resource Center (Mojave)

☐ M Street (Homeless Services) ☐ Oasis Family Resource Center (Ridgecrest)

☐ WITA (Tax Assistance) ☐ Friendship House Community Center

☐ Energy (Weatherization, Assistance) ☐ Shafter Youth Center

Please designate my donation to the greatest need.

For more information contact: capack@capk.org or 661-336-5238 x 1156
Tax ID 85-1249865

Name _____ State _____

Address _____ City _____

Home Phone _____ Cell Phone _____

Email address _____ Zip _____

☐ Check ☐ Cash For Credit/Debit Card, scan this QR Code

Enclosed is: 

Make Checks Payable to: CAPK Foundation

Support CAPK's Holiday Giving.





2024 Budget



- Budget Preparation
 - Carryover from FY 2023 to FY 2024
 - Based on BTA as of 10/31/2023 (\$133,000) less the average expenditures (\$25,000 x 4 months) for Nov to Dec 2023 and Jan to Feb 2024, totaling \$100,000.
 - The Projected Budgeted for **FY 2024** totals \$446,574 less CY 2023 carryover (\$33,000) and projected unrestricted operational revenue (\$66,065) to off-set expenses is approximately **\$350,000** requested by the parent company, CAPK, for ten (10) months of operation.
- Staffing
 - Proposed adding Associate Director of Development 4th quarter 2024
 - This includes associated expenses (e.g., desktop and laptop, employee costs)
- Consultant Services*
 - Using Event Planner/Consultant to hold 2nd Fundraiser event diversifying audience
- Events and Campaigns
 - Signature Fundraiser
 - Program specific targeted campaigns and fundraisers



Opportunities and Challenges



- Opportunities
 - Continue to increase visibility of the CAPK Foundation as a connector to the parent organization
 - Promotion of various campaigns
 - Increase Donor Engagement and Cultivation
 - Researching alternative forms of funding sources
 - Endowment Planning and Development
 - Grants and proposals
- Challenges
 - Strengthen relationships with programs staff to achieve continuity in fundraising goals
 - Seeking continued sources of funding
 - Annual Fund
 - Giving Campaigns





MEMORANDUM

To: Executive Committee

From: *Vanessa C. Mendoza*
Vanessa C. Mendoza, Grant Administrator

Date: December 13, 2023

Subject: *Agenda Item 6c*: Bakersfield Kern Regional Homeless Collaborative's Homeless Housing Assistance and Prevention Program (HHAP 3 & 4) – **Action Item**

The Bakersfield Kern Regional Homeless Collaborative (BKRHC) has announced the fourth round of one-time funding under the Homeless Housing Assistance and Prevention Program (HHAP 3 and 4). The funds will be used to address homelessness in Kern County.

The BKRHC is now issuing a Request for Proposals (RFP) to identify and select organizations to implement the designated activities. Our East Kern Family Resource Center is requesting permission to re-apply to sustain the services established through HHAP 3 funding awarded earlier this year.

HHAP 3 funding will be expended by December of 2024. Fifty percent (50%) of HHAP 3 and HHAP 4 funding must be spent by May 31, 2025, and 100% must be spent by June 30, 2027.

The East Kern Family Resource Center (EKFRC) established a Rural Drop-in Center with HHAP 3 funding. The center provide hands on support with collecting a birth certification/identification card (driving individuals to the Department of Motor Vehicle or Hall of Records); provide linkages to the Volunteer Income Tax Assistance, Energy; and conducts community/street outreach to increase awareness and utilization of our services. Continuing this layered approach will enable a more comprehensive model, addressing diverse needs and maximizing the benefits across multiple dimensions of community support.


Reapplying for \$300,000 would ensure continuity and enable expansion, introducing new services like laundry facilities. In addition to a washer and dryer, the additional funds would address gaps in funding for clothing, hygiene kits, and food. The new grant would also sustain personnel and fringe benefits costs, that are currently applied to the HHAP 3 contract.

Recommendation:

Staff recommends the Board of Directors approve the submission of The Bakersfield Kern Regional Homeless Collaborative's Homeless Housing Assistance and Prevention Program FY 2024-27 for CAPK's Rural Drop-in Center in East Kern.



MEMORANDUM

To: Executive Committee

From: Susana Magana, Director Health & Nutrition Services
Date: December 13, 2023
Subject: *Agenda Item 6d*: Registered Dietitian Job Description – **Action Item**

Background

CAPK WIC program provides supplemental food benefits and nutrition education for Women, Infants, and Children (WIC). The WIC contract requires that several components of the program have oversight from a Registered Dietitian. The WIC program has been recruiting a Registered Dietitian as a requirement of the WIC Program Manager position for over two years without success.

There are two major reasons for this. The first reason is a lack of Registered Dietitians in the state creating a very limited and competitive market and second, the CAPK WIC program cannot compete with the range of salaries that hospitals and clinics can offer. The program currently maintains compliance with State WIC regulations, as the program has three registered dietitians on staff. However, two out of the three Registered Dietitians will be retiring in the next few weeks.

Current Events

Staff has identified an option to address the inability to hire full-time Registered Dietitians by replicating what other WIC contractors are doing throughout the state, by employing per diem Registered Dietitians. In other words, the Registered Dietitians are independent contractors that can be used not only in the WIC program, but by other CAPK programs such as the Central Kitchen that may have a need for Registered Dietitian services from time to time or on a less than FT basis. HR has reviewed the Registered Dietitian job description and has graded the position a salary grade of 10. Recruitment for this position will start once the funding within the WIC contract is determined. The financial impact is still undetermined as this position will be reviewed with our state consultant to determine adding this position to the program roster.

Recommendation:

Staff recommends that the Executive Committee of the Board of Directors approve the per diem/hourly Registered Dietitian job description.

Attachment:

Registered Dietitian (WIC) Job Description

Registered Dietitian-WIC

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

Salary Range:

FLSA Status: Per Diem

Date Approved:

SUMMARY:

Under supervision of the WIC Program Administrator, responsible for counseling of clients needing higher levels of nutritional intervention; participate in management activities of the Program; and do related work as required. This per diem position.

SUPERVISION RECEIVED:

Receives direct supervision from WIC Program Administrator.

SUPERVISION EXERCISED:

none

DUTIES AND RESPONSIBILITIES:

Disclaimer: This list is meant to be representative, not exhaustive. Some incumbents may not perform all the duties listed or may perform related duties as assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

A. Essential Job Specific Duties:

1. Determine WIC program eligibility through use of WIC Management Information System (WIC MIS)
2. Provide direct client services to those in need of higher levels of nutritional intervention.
3. Create individualized nutrition education plans for participants, including those at high nutritional risk, and electronically document summaries of appointments.
4. Oversight of individualized nutrition education plans for participants, including those at high nutritional risk, prepared by other WIC staff.
5. Provide nutrition education to WIC participants, including those at high nutritional risk, in group and individual settings using adult learning theories.
6. Prescribe and issue appropriate WIC food packages to participants.
7. Provide counseling and support to breast-feeding mothers.
8. Assist with the development of WIC classes, outreach lesson plans and materials.
9. Travel between work locations and occasionally travel outside of agency service area to attend regional and statewide meetings.
10. Complete other duties as assigned.

B. Other Job Specific Duties:

1. Attends all meetings, trainings, and conferences as assigned.
2. Maintains a safe and functional work environment.
3. Works alternative hours as required, including nights and weekends.
4. Is proactive in the effort to recruit and enroll families that qualify for WIC program.
5. Performs any other like duties as assigned.

MINIMUM QUALIFICATIONS:

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

Knowledge of:

Agency policies and procedures.
Applicable state, federal, and local laws, codes, and regulations.
Departmental policies and procedures.
Current problems of socially and economically challenged families.
Modern office practices, methods, procedures, and equipment, including computers.
Word processing, spreadsheet, general ledger database, and related software applications.

Ability to:

Plan, organize, and allocate resources.
Work independently.
Prepare clear and concise reports.
Exercise sound, independent judgment within general policy guidelines.
Provide guidance and interpret and explain policies and procedures.
Analyze problems and identify alternative solutions.
Communicate effectively, verbally and in writing.
Work with accuracy and attention to detail.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.
Maintain strict confidentiality of participant, employee, and agency records.

EDUCATION AND EXPERIENCE:

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

- Bachelor's degree in Nutrition, Dietetics or related field from an accredited college or university.
- Current valid registration with the Commission on Dietetic Registration of the Academy of Nutrition and Dietetics.
- Three (3) years counseling experience in a paid or volunteer setting.

OTHER REQUIREMENTS:

- Must have strong effective communication skills.
- Public speaking experience.
- Possession of a valid California driver's license and state automobile insurance with an acceptable driving record, substantiated by a DMV printout.
- Successful completion of a physical, substance abuse screening, and TB screening upon offer of employment.
- Bilingual language fluency (English/Spanish) desirable
- Experience with low income multicultural and multilingual populations
- Knowledge of normal therapeutic and community nutrition with emphasis on maternal, infant and child needs, health promotion and disease prevention and breast-feeding benefits, physiology and procedures.

WORK ENVIRONMENT:

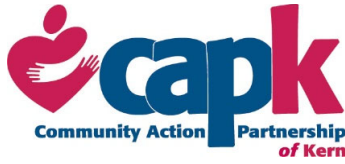
The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed indoors.
- Noise level is quiet to moderately quiet. Hazards are minimal.

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE Program Administrator - Energy						
Activity	Hours Per Day			NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
Sitting						X
Walking						X
Standing						X
Bending (neck)						X
Bending (waist)						X
Squatting					X	
Climbing				X		
Kneeling					X	
Crawling				X		
Twisting (neck)						X
Twisting (waist)						X
Is repetitive use of hand required?						X
Simple Grasping (right hand)						X
Simple Grasping (left hand)						X
Power Grasping (right hand)					X	
Power Grasping (left hand)					X	
Fine Manipulation (right hand)						X
Fine Manipulation (left hand)						X
Pushing & Pulling (right hand)					X	
Pushing & Pulling (left hand)					X	
Reaching (above shoulder level)					X	
Reaching (below shoulder level)					X	
	LIFTING			CARRYING		
	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS	NEVER 0 HOURS	OCCASIONALLY UP TO 4 HOURS	FREQUENTLY 4-8 HOURS
0-10 lbs			X			X
11-25 lbs		X			X	
26-50 lbs		X			X	
51-75 lbs	X			X		
76-100 lbs	X			X		
100+ lbs	X			X		



MEMORANDUM

To: Executive Committee

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

Date: December 13, 2023

Subject: *Agenda Item 6e*: Head Start
Budget to Actual Report for the Period Ended October 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 October 31, 2023. Eight months (66.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are 53% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 100% of the budget.

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

The non-Federal share is at 74% 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 - October 31, 2023

Month 08 of 12 (66.7%)

Prepared 12/01/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	10,474,074	4,804,566	5,669,508	46%	54%
FRINGE BENEFITS	4,056,398	1,300,077	2,756,321	32%	68%
TRAVEL	-	-	-		
EQUIPMENT	-	-	-		
SUPPLIES	744,041	685,329	58,712	92%	8%
CONTRACTUAL	131,568	157,789	(26,221)	120%	-20%
CONSTRUCTION	-	-	-		
OTHER	2,707,283	2,782,969	(75,686)	103%	-3%
INDIRECT	1,754,646	866,900	887,746	49%	51%
TOTAL BASE FUNDING	19,868,010	10,597,632	9,270,378	53%	47%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	31,436	10,468	75%	25%
SUPPLIES	23,986	11,743	12,243	49%	51%
CONTRACTUAL	22,800	14,742	8,058	65%	35%
OTHER	72,752	101,319	(28,567)	139%	-39%
INDIRECT	16,144	18,346	(2,202)	114%	-14%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	177,586	(0)	100%	0%

CARRYOVER

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

GRAND TOTAL HS FEDERAL FUNDS	20,045,596	10,775,218	9,270,378	54%	46%
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HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,958,398	2,264,145	(305,747)	116%	-16%
CALIF DEPT OF ED	11,131,398	7,438,423	3,692,975	67%	33%
TOTAL NON-FEDERAL	13,089,796	9,702,568	3,387,228	74%	26%

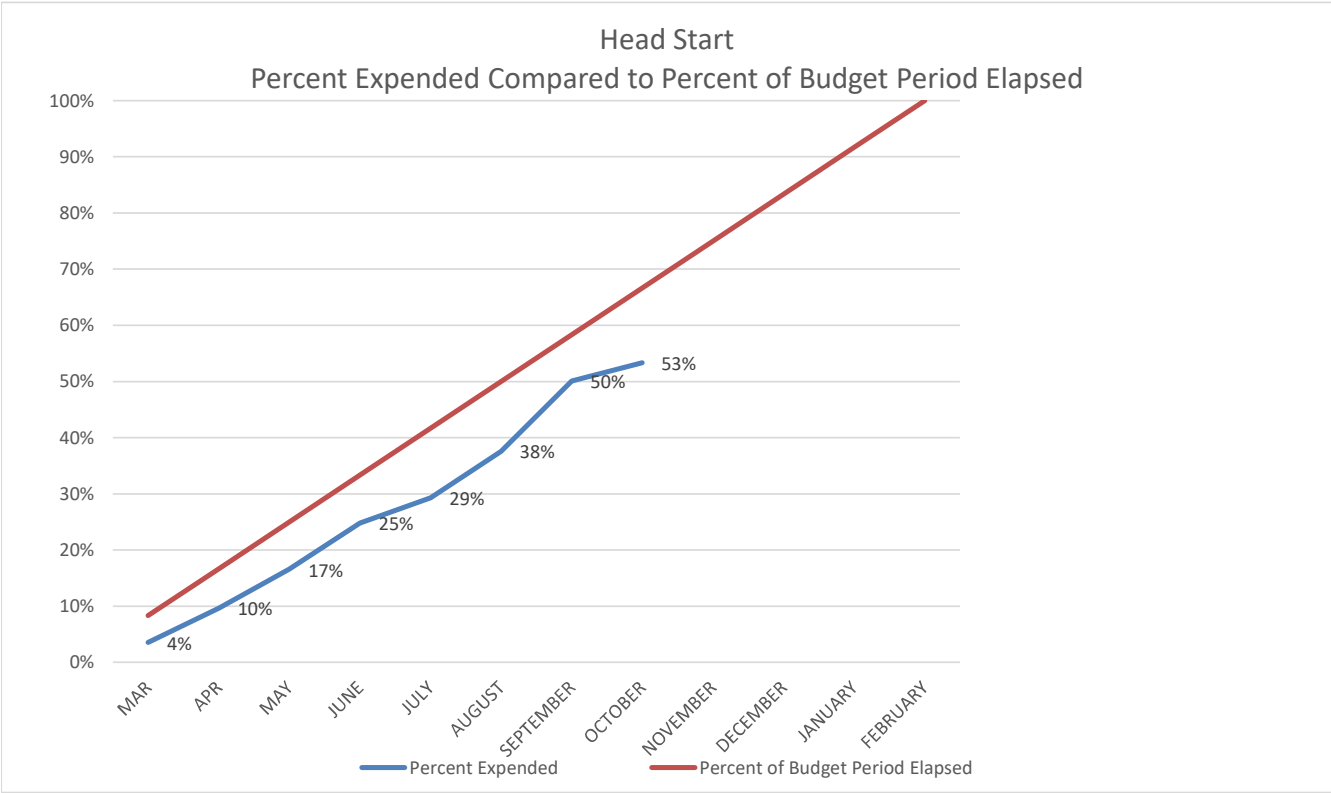
Budget reflects Notice of Award #09CH011132-05-01

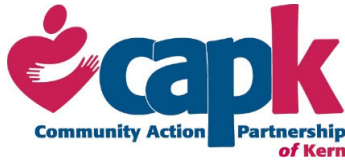
Actual expenditures include posted expenditures and estimated adjustments through 10/31/2023

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	74,463	-	-	-	74,463	11/1/2023
Lowe's	69,426	4,827	-	-	74,253	11/6/2023
Smart & Final	1,649	67	-	-	1,716	11/1/2023
Save Mart	1,258	(46)	-	-	1,212	10/22/2023
Chevron & Texaco Business Card	11,199	-	-	-	11,199	11/6/2023
Home Depot	21,981	1,356	1,056	-	24,392	11/5/2023
	179,975	-	1,056	-	187,235	





MEMORANDUM

To: Executive Committee

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

Date: December 13, 2023

Subject: *Agenda Item 6e: Early Head Start*
Budget to Actual Report for the Period Ended October 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 October 31, 2023. Eight months (66.7%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are 52% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 62% 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 - October 31, 2023
 Month 08 of 12 (66.7%)

Prepared 12/01/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,862,428	4,940,362	4,922,066	50%	50%
FRINGE BENEFITS	2,829,887	1,385,276	1,444,611	49%	51%
TRAVEL	-	-	-		
EQUIPMENT	-	-	-		
SUPPLIES	1,205,123	468,852	736,271	39%	61%
CONTRACTUAL	1,057,942	459,782	598,160	43%	57%
CONSTRUCTION	-	-	-		
OTHER	2,171,939	1,723,883	448,056	79%	21%
INDIRECT	1,666,021	843,305	822,716	51%	49%
TOTAL BASE FUNDING	18,793,340	9,821,460	8,971,880	52%	48%

TRAINING & TECHNICAL ASSISTANCE

PERSONNEL	-	(6,165)	6,165		
FRINGE BENEFITS	-	(472)	472		
TRAVEL	44,192	46,378	(2,186)	105%	-5%
SUPPLIES	30,013	20,599	9,414	69%	31%
CONTRACTUAL	26,080	15,983	10,097	61%	39%
OTHER	212,393	117,240	95,153	55%	45%
INDIRECT	31,268	18,740	12,528	60%	40%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	212,305	131,641	62%	38%

CARRYOVER

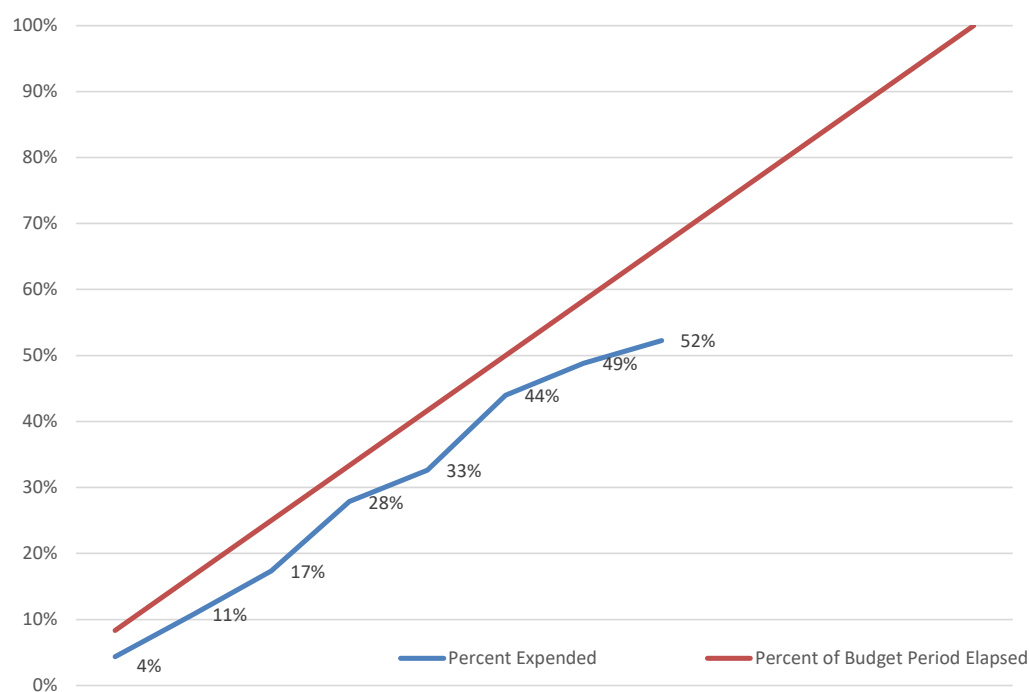
PERSONNEL	-	-	-		
FRINGE BENEFITS	-	-	-		
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	-	-	-		
OTHER	-	-	-		
INDIRECT	-	-	-		
TOTAL CARRYOVER	-	-	-		

GRAND TOTAL EHS FEDERAL FUNDS	19,137,286	10,033,764	9,103,522	52%	48%
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Budget reflects Notice of Award #09CH011132-05-01

Actual expenditures include posted expenditures and estimated adjustments through 10/31/2023

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 October 31, 2023 (Month 8 of 12)

Page 1 of 1

Percent of budget period elapsed: 66.7%

LOCATION	Enroll- ment	March	April	May	June	July	Aug	Sep	Oct	YTD Totals	Kern/SJC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	12,893	7,852	2,921	0	0	4,558	10,079	11,828	50,131	Kern	39,812	126%
Alicante	20	10,979	8,866	11,664	6,824	3,926	6,449	187	8,588	57,482	Kern	19,906	289%
Angela Martinez	60	8,111	9,756	13,679	11,828	8,960	9,410	9,036	13,238	84,017	Kern	59,718	141%
Broadway	40	5,844	8,572	3,952	0	0	1,351	4,239	7,423	31,382	Kern	39,812	79%
California City	20	3,962	3,239	1,327	0	0	0	193	5,964	14,685	Kern	19,906	74%
Cleo Foran	23	6,400	5,152	6,764	7,199	3,143	2,508	2,418	1,635	35,219	Kern	22,892	154%
Delano	76	21,579	21,523	10,293	0	0	7,807	15,038	20,443	96,683	Kern	75,643	128%
East California	52	6,966	7,633	16,447	10,427	6,476	8,440	8,880	8,979	74,248	Kern	51,756	143%
Fairfax	39	14,513	14,443	10,955	0	0	2,204	6,896	8,166	57,179	Kern	38,817	147%
Fairview	0	0	0	0	0	0	0	0	0	0	Kern	0	0%
Harvey L. Hall	140	15,666	14,424	13,787	14,253	12,771	14,647	12,227	9,645	107,420	Kern	139,343	77%
Heritage	20	6,419	4,447	3,094	0	0	1,064	3,271	3,535	21,829	Kern	19,906	110%
Home Base	152	13,671	16,943	9,226	7,798	7,589	11,617	8,332	170	75,345	Kern	75,643	100%
Lamont	20	6,800	7,113	3,715	0	0	3,913	7,017	8,222	36,781	Kern	19,906	185%
Martha J. Morgan	71	18,212	18,278	16,892	13,241	10,398	10,880	12,244	10,201	110,345	Kern	70,667	156%
McFarland	20	18,674	14,207	11,433	0	0	2,580	8,259	9,590	64,743	Kern	19,906	325%
Mojave	20	2,344	954	100	0	0	1,065	66	2,927	7,457	Kern	19,906	37%
Oasis	45	14,048	12,295	9,215	0	0	653	9,096	7,828	53,135	Kern	44,789	119%
Pete H. Parra	128	28,157	26,760	31,534	19,623	17,803	24,504	20,316	21,700	190,397	Kern	127,399	149%
Planz	0	0	0	0	0	0	0	0	0	0	Kern	0	0%
Primeros Pasos	76	16,591	28,746	32,941	27,910	15,112	19,420	23,790	543	165,055	Kern	75,643	218%
Rosamond	60	4,136	4,253	1,942	0	0	661	4,020	166	15,177	Kern	59,718	25%
San Diego	32	7,732	6,487	4,299	2,942	4,354	4,117	5,030	158	35,120	Kern	31,850	110%
Seibert	20	2,192	2,325	1,186	0	0	392	2,861	272	9,227	Kern	19,906	46%
Shafter	20	5,245	3,951	2,855	4,498	1,177	2,175	3,176	196	23,273	Kern	19,906	117%
Shafter HS/EHS	24	3,739	1,701	2,203	2,665	3,715	3,980	4,281	153	22,438	Kern	23,887	94%
Sterling	124	17,632	14,182	16,513	14,791	16,049	18,751	16,583	0	114,502	Kern	123,418	93%
Stockdale Head Start	60									0			
Sunrise Villa	20	2,987	4,203	1,784	0	0	656	2,918	362	12,911	Kern	19,906	65%
Taft	60	8,550	8,852	6,946	0	0	511	2,640	0	27,500	Kern	59,718	46%
Tehachapi	34	1,671	2,593	77	0	0	0	537	0	4,879	Kern	33,840	14%
Vineland	20	2,263	2,062	1,834	0	0	828	836	0	7,823	Kern	19,906	39%
Virginia	20	9,620	10,265	12,432	0	0	4,897	12,432	153	49,799	Kern	19,906	250%
Wesley	60	21,461	17,008	14,220	0	0	3,919	3,320	0	59,928	Kern	59,718	100%
Willow	40	10,607	9,946	6,779	0	0	2,984	5,665	0	35,981	Kern	39,812	90%
Administrative Services		0	0	0	0	0	0	0	0	0	Kern/SJC	0	0%
PC Planning		0	0	0	0	0	0	0	0	0	Kern/SJC	0	0%
PC By Laws		0	0	0	0	0	0	0	0	0			
Governance		485	363	394	15	39	144	23	35	1,498	Kern	15,000	10%
Program Services		13,559	8,991	8,585	11,830	7,588	5,146	7,283	382	63,365	Kern/SJC	74,265	85%
California Street	24	5,829	6,641	6,121	4,730	4,028	6,606	7,050	6,427	47,432	SJC	39,646	120%
Chrisman	16	4,794	4,540	2,987	946	0	0	0	0	13,267	SJC	26,431	50%
Glanone	0	0	0	0	0	0	682	494	226	1,402	SJC	0	0%
Kennedy	16	1,373	2,054	1,184	1,415	2,784	3,215	964	3,158	16,147	SJC	26,431	61%
Lodi Home Base	30	8,307	13,348	14,790	11,503	10,327	13,084	1,265	7,299	79,924	SJC	24,779	323%
Lodi UCC	30	6,058	6,624	5,855	5,632	6,573	6,682	45	7,057	44,526	SJC	49,558	90%
Manteca Home Base	11	7,143	5,740	6,477	4,518	7,040	5,900	1,622	1,860	40,300	SJC	9,086	444%
Marci Massei	24	1,924	2,680	2,838	2,834	3,187	3,315	673	1,923	19,375	SJC	39,646	49%
St. Mary's	24	4,791	3,369	3,162	6,541	4,107	6,003	7,227	6,535	41,736	SJC	39,646	105%
Stockton Home Base	78	9,353	11,386	11,847	13,688	11,139	15,010	8,415	10,042	90,880	SJC	64,425	141%
Tracy Home Base	12	6,099	4,634	4,532	3,758	3,040	0	0	0	22,062	SJC	9,912	223%
Walnut	24	3,586	3,040	3,039	4,162	5,619	5,756	3,559	1,381	30,143	SJC	39,646	76%
SUBTOTAL IN-KIND	1,945	402,967	392,442	354,822	215,570	176,946	248,486	264,504	208,409	2,264,145	0	1,971,337	115%
x													
State General Child Care*		273,064	254,458	266,636	260,460	203,319	238,128	216,189	237,647	1,949,901	Kern	3,297,554	59%
State Preschool*		623,046	525,600	542,386	315,917	171,560	375,128	454,961	588,144	3,596,742	Kern	6,413,658	56%
State Migrant Child Care*		5,212	7,596	7,442	3,941	907	2,551	3,373	4,053	35,074	Kern	0	0%
SUBTOTAL CA DEPT of ED	901,323	787,654	816,465	580,318	375,785	615,807	674,523	829,843	5,581,718			9,711,212	57%
x													
State General Child Care*		96,972	128,349	139,529	128,466	109,071	159,715	163,431	185,856	1,111,390	SJC	1,175,152	95%
SUBTOTAL CA DEPT of ED	96,972	128,349	139,529	128,466	109,071	159,715	163,431	185,856	1,111,390			1,175,152	95%
GRAND TOTAL		1,401,262	1,308,445	1,310,816	924,354	661,802	1,024,008	1,102,458	1,224,108	8,957,253		12,857,701	70%
										745,315			
										9,702,568			

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 October 31, 2023 (Month 8 of 12)

Percent of year elapsed: **66.7%**

LOCATION	FUNDED ENROLL- MENT	Mar 2023	Apr 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Angela Martinez	24	2,332	2,225	2,631	2,925	1,738	2,120	339	439	14,750	103,398	14%
Kern Community College District - BC	32	27,579	13,672	20,450	23,702	22,049	23,849	24,011	23,599	178,911	137,864	130%
KCSOS - Blanton	16	33,685	6,355	8,469	37,414	13,482	29,774	108,940	50,000	288,119	68,932	418%
Garden Pathways	11	0	166	0	0	0	0	0	0	166	47,391	0%
Taft College	42	49,928	44,682	45,507	38,442	18,116	23,296	21,039	22,304	263,314	180,947	146%
Escuelita Hernandez	16	57	0	0	0	0	0	0	0	57	68,932	0%
TBD	11	0	0	0	0	0	0	0	0	0	47,391	0%
Program Services		0	0	0	0	0	0	0	0	0		
Admin Services		0	0	0	0	0	0	0	0	0		
GRAND TOTAL	152	113,580	67,100	77,056	102,484	55,385	79,039	153,990	95,903	745,315	654,854	114%

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



Helping People... Changing Lives.

COMMUNITY ACTION PARTNERSHIP OF KERN

EXECUTIVE COMMITTEE

DECEMBER 13, 2023

FINANCIAL REPORT

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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

**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 CAPABILITY	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/ .569	15 - MOU - 00118	10/01/22 - 09/30/23	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP REACH AND RESILIENCY	96,159	10.568	15 - MOU - 00118	06/13/22 - 06/30/24	105-103	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 39	50,638	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S ARPA	156,509	97.024		7/1/2022 - 3/31/2023	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182		PENDING	131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

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

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

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

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

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

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

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

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

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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				
09/30/23	n/a				
10/31/23	\$ 350,000	\$ 350,000	42	\$ 3,741.83	9.17000%

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	\$ 718.75	8.90%
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 OCTOBER 31, 2023	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(192,770.85)
HEAD START/EARLY HEAD START	2,524,690.74
SUBTOTAL	2,331,919.89
GENERAL CHILD CARE	(447,813.89)
MIGRANT A/P	(4,587,121.64)
Child Development Reserve Fund No. 1	183,697.57
Child Development Reserve Fund No. 2	(7,962.35)
MIGRANT CHILD CARE	137,254.85
MIGRANT SPECIALIZED SERVICES	(7,576.88)
SAN JOAQUIN COE GENERAL CHILD CARE	(102,562.89)
STATE PRESCHOOL	4,534,094.94
SUBTOTAL	(297,990.29)
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(159,657.07)
EF&S	14,315.78
EFAP	(335,341.67)
HUD CPF Food Bank Expansion	(216,182.94)
FEEDING AMERICA SERVICE INSIGHTS	46,595.96
FOOD BANK	(375,662.56)
FOOD BANK EXPANSION	(27,852.18)
FOOD BANK CAPACITY PROGRAM	329,253.92
FOOD BANK - STATE	(1,278,579.72)
SOUTHERN CA GAS COMPANY	88,203.25
WONDERFUL FOOD BANK EXPANSION	1,395,122.41
WONDERFUL FOUNDATION	115,594.96
SUBTOTAL	(404,189.86)
ENERGY	(165,411.28)
LIHEAP	(1,886,982.74)
LIWHAP	(81,556.77)
PG&E	17,359.01
TRANSFER NEGATIVE BALANCE	2,116,591.78
SUBTOTAL	0.00
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	0.00
SUBTOTAL	0.00
211	483,161.41
ARG III - Warm Handoff	(11.20)
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(51,294.09)
KCCD CERF REGIONAL CONVENOR	(30,783.06)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(33,551.85)
BKRHC Homeless Incentive Program	(25,737.36)
CALAIM HOMELESS PREVENTION SERVICES	145,622.00
CAL FRESH	(14,177.79)
CALEITC	(10,717.54)
CAPK FOUNDATION	(35,209.11)
Child Care Facilities	249,637.00
COST POOLS	46,375.08
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	63,836.18
CSBG	24,721.14
CSBG - DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(454.60)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	1,837,806.08
EAST KERN FAMILY RESOURCE CENTER	34,376.66
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(117,789.44)
ESG COORDINATED ENTRY SERVICE - COVID19	(1,865.94)
ASTHO VACCINE EQUITY	(43,902.13)
CITY OF BAKERSFIELD CAL VIP	(5,414.54)
FIRST 5 KERN 211	(29,594.98)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(20,205.24)
FIRST 5 HELP ME GROW	(14,013.60)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(41,593.34)
FRIENDSHIP HOUSE	30,533.11
City of Bakersfield - FHCC Sports Field	(198,820.00)
FUNDRAISING	275,059.44
GENERAL FUND	4,013.31
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	0.01
HOME VISIT INITIATIVE (CO OF KERN)	(313,996.55)
HUD-COORDINATED ENTRY SYSTEM	(42,221.98)
Kaiser	85,826.39
INDIRECT FUND	2,094,098.61
IRS - VITA	10,838.13
TAX ASSISTANCE	11,279.05
M ST NAVIGATION CENTER	34,057.30
NEOPB CAL FRESH HEALTHY LIVING	(306,286.59)
POSITIVE YOUTH DEV SVC	(9,871.06)
POSITIVE YOUTH M	(49,877.79)
SHAFTER YOUTH CENTER	88,949.18
OASIS FAMILY RESOURCE CENTER	15,857.81
SIERRA FOUNDATION - ASTHMA MITIGATION	(39,703.72)
UNITED WAY 211	981.55
UW STANISLAUS CES	(55.00)
WELLS FARGO FOUNDATION	46,933.12
WIC	(788,237.16)
LESS: ENERGY NEGATIVE BALANCE	(2,116,591.78)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	1,243,033.82
TOTAL OPERATING CASH	2,872,773.56

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

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

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

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

BANK RECONCILIATION FOR THE MONTH ENDED
October 31, 2023

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXXX-X2976


BANK BALANCE AT	10/31/23		3,275,734.49
LESS: OUTSTANDING CHECKS		510,976.82	
ADJUSTED BANK BALANCE AT	10/31/23		2,764,757.67
GENERAL LEDGER BALANCE AT	09/30/23		4,354,650.14
ADD: DEPOSITS		2,461,959.24	
US TREAS DRAWDOWNS		3,861,392.28	
FUNDS FROM OTHER GRANTS		1,741,526.36	
TRANSFERS FROM RESTRICTED ACCOUNTS		350,000.00	
ADP /HEALTH EQUITY REFUND		512.35	
REIMBURSEMENT OF ALTERED PAYEE		639.47	
LESS: CHECKS		2,022,999.06	
ADP PAYROLL 10/06/23		1,742,312.01	
ADP PAYROLL 10/20/23		1,753,736.61	
EFTS FOR HRA/HSA/ STD/403B		245,685.14	
REC LOAN PRINCIPAL/INT EXPENSES		23,790.70	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		22,902.55	
BANK FEES		718.75	
ACH VOUCHERS		4,193,777.35	
GENERAL LEDGER BALANCE AT	10/31/23		2,764,757.67

DIFFERENCE: (0.00)

PREPARED BY: Naomi Ibarra

TITLE: Accountant

DATE: 11/06/2023

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 11/06/2023

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2023

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING: 10/31/23 954,693.74

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/23 954,693.74

BALANCE PER G/L 09/30/23 953,818.45

ADD: DEPOSITS 0.00

INTEREST 875.29

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 10/31/23 954,693.74

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: 11/03/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 11/03/2023

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

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

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

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING: 10/31/23 16,806.00

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/23 16,806.00

BALANCE PER G/L 09/30/23 16,790.59

ADD: DEPOSITS 0.00

INTEREST 15.41

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 10/31/23 16,806.00

* 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: 11/03/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 11/03/2023

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2023

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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING: 10/31/23 21,133.89

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE 10/31/23 21,133.89

BALANCE PER GENERAL LEDGER 09/30/23 21,131.96

ADD: DEPOSITS (Credit Card Donations & Shared Fee) 0.00

ONLINE DONATIONS 0.00

PAYPAL DEPOSIT 0.00

INTEREST 19.38

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

BALANCE PER GENERAL LEDGER: 10/31/23 21,133.89

* 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: 11/03/23

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: 11/03/2023

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #1
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2023

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING: 10/31/23 7,566.03

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/23 7,566.03

BALANCE PER G/L 09/30/23 7,559.09

ADD: DEPOSITS 0.00

INTEREST 6.94

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 10/31/23 7,566.03

DIFFERENCE: 0.00

PREPARED BY: N. IBARRA TITLE: Accountant DATE: 11/03/23

APPROVED BY:  TITLE: Chief Financial Officer DATE: 11/03/2023

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

BANK RECONCILIATION FOR MONTH ENDING
October 31, 2023

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING: 10/31/23 97,165.29

DEPOSITS IN TRANSIT 0.00

OUTSTANDING CHECKS 0.00

OTHER 0.00

ADJUSTED BANK BALANCE: 10/31/23 97,165.29

BALANCE PER G/L 09/30/23 97,076.21

ADD: DEPOSITS 0.00

INTEREST 89.08

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 10/31/23 97,165.29

DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 11/03/23

APPROVED BY:  TITLE: Chief Financial Officer DATE: 11/03/2023

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

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	13,684.44
Gloria Barbero	Administrator - EHS San Joaquin	1,152.76
Yolanda Gonzales	Director of Head Start/State Child Development Programs	6,835.91
Freddy Hernandez	Director of Youth and Community Services	5,993.58
Louis Gill	Chief Program Officer	538.72
Lisa McGranahan	Director of Human Resources	1,593.34
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	2,748.41
Pritika Ram	Chief Business Development Officer	9,257.95
Jeremy Tobias	Chief Executive Officer	9,010.16
Emilio Wagner	Director of Operations	5,165.35
Tracy Webster	Chief Financial Officer	128.11
Rebecca Moreno	Director of Housing Support Services	9,716.97
Susana Magana	Director of Nutrition Services	8,457.02
	Total	\$ 74,282.72



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

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 : 9/30/2023 - 10/31/2023

Statement Summary

Name	Catherine Anspach				Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-1647				Currency	US Dollar		
Reporting Period	9/30/2023 - 10/31/2023							
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount
1 10/4/2023	10/5/2023	Sq *aguas Karen Bakersfield, CA						346.40
Drinks/refreshments for the Food Bank Ribbon Cutting.								
2 10/20/2023	10/23/2023	Hyatt Rgncy Grnd Cypress 4072391234, FL						605.26
Deposit for hotel room for QGiv Conference in January 2024. Two rooms. One for Catherine Anspach and one for Lara Popkin.								
3 10/25/2023	10/26/2023	Walmart.Com 800-966-6546, AR						-106.09
Bikes for the youth centers sponsored by the Wonderful Company. Was refunded for an out-of-stock bike.								
4 10/26/2023	10/27/2023	Walmart.Com 800-966-6546, AR						4,899.40
Bikes for the youth centers (Friendship House and Shafter Youth Center) sponsored by the Wonderful Company.								

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 10/27/2023	10/30/2023	Clothingisland.Com 181-896-8536, CA				2,000.00
Deposit payment for winter coats for HeadStart. Sponsored by CRC, Chevron and Aera.						
6 10/30/2023	10/31/2023	Clothingisland.Com 181-896-8536, CA				5,939.47
Payment for winter coats for HeadStart. Sponsored by CRC, Chevron and Aera.						
						Transaction Count: 6
						Total: 13,684.44

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Gloria Barbero			Company	Community Action Partnership O				
Account #	XXXX-XXXX-XXXX-7058			Currency	US Dollar				
Reporting Period	9/30/2023 - 10/31/2023								
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount	
1 10/6/2023	10/9/2023	United 800-932-2732, TX						514.03	
Travel ticket for Rashi Strother to attend the National Association for the Education of Young Children (NAEYC) Conference in Nashville.									
2 10/6/2023	10/9/2023	United 800-932-2732, TX						514.03	
Travel ticket for Gloria Barbero to attend the National Association for the Education of Young Children (NAEYC) Conference in Nashville.									
3 10/23/2023	10/24/2023	A-B-Cpr & First Aid Abcpr.Com, CA						65.00	
Childcare Preventative Healthcare Online Training for Site Supervisor.									
4 10/23/2023	10/24/2023	Cps Hr Consulting 916-2633600, CA						4.85	
Site Supervisor registration for the CCL Record Keeping Orientation.									
5 10/23/2023	10/24/2023	Cps Hr Consulting 916-2633600, CA						54.85	
Site Supervisor registration for the CCL childcare center Application Online Orientation.									

Transaction Count: 5
Total: 1,152.76

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/4/2023	10/6/2023	United 800-932-2732, TX				676.33
Travel-United Flight for NAEYC 2023 Annual Conf. Nashville, TN 11/15/23-11/18/23- Yolanda G.						
2 10/4/2023	10/6/2023	United 800-932-2732, TX				758.30
Travel-United Flight for NAEYC 2023 Annual Conf. Nashville, TN 11/15/23-11/18/23- Maria Guidan						
3 10/4/2023	10/6/2023	United 800-932-2732, TX				710.98
Travel-United Flight for NAEYC 2023 Annual Conf. Nashville, TN 11/15/23-11/18/23- Cynthia Rodriguez.						
4 10/28/2023	10/30/2023	Prince Hotels 808-9561111, HI				1,564.10
Travel-Lodging for R9HSA Family Engagement & Cultural Effective Conf. 10/24/23-10/27/23- Sylvia Ortega.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 10/28/2023	10/30/2023	Prince Hotels Honolulu, HI				1,563.10
Travel-Lodging for R9HSA Family Engagement & Cultural Effective Conf. 10/24/23-10/27/23- Elsa Navarrete.						
6 10/28/2023	10/30/2023	Prince Hotels Honolulu, HI				1,563.10
Travel-Lodging for R9HSA Family Engagement & Cultural Effective Conf. 10/24/23-10/27/23- Yolanda Gonzales.						
						Transaction Count: 6
						Total: 6,835.91

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Freddy Hernandez	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 9/29/2023	10/2/2023	Amway Grand Plaza Hote Grand Rapids, MI				655.50
Lodging for Freddy Hernandez to attend the NASCSP 2023 Annual Training Conference Sept 24-29, 2023						
2 9/30/2023	10/2/2023	Shutterfly, Inc. 650-610-5200, CA				339.11
Photo Posters for FHCC Fundraiser Event						
3 10/3/2023	10/4/2023	Walgreens #6756 800-289-2273, CA				467.59
Photo Posters for FHCC Fundraiser Event						
4 10/3/2023	10/6/2023	Latino Tax Professionals 866-936-2587, CA				656.78
Tax Instructor materials and guide						
5 10/4/2023	10/4/2023	Cde Foundation 866-259-0521, CA				445.00
Registration for Cecelia Steward Conference STEAM Symposium 2024 February 9-10, 2024						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/12/2023	10/16/2023	Westin St. Francis 415-3977000, CA				1,486.41
Lodging for Jacquelyn Guerra to attend the 2023 CalCAPA Conf in San Francisco, CA Nov 5-9, 2023						
7 10/12/2023	10/16/2023	Westin St. Francis 415-3977000, CA				1,486.41
Lodging for Wilfredo Cruz to attend the 2023 CalCAPA Conf in San Francisco, CA Nov 5-9, 2023						
8 10/17/2023	10/18/2023	Eb 17th Annual Kern C 801-413-7200, CA				400.00
Tickets for Energy staff to attend the 17th Annual Kern County Energy Summit in Bakersfield, CA November 15th.						
9 10/24/2023	10/25/2023	Adt Security Www.Adt.Com, FL				56.78
East Kern security alarm charge						

Transaction Count: 9
Total: 5,993.58

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Louis Gill	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6829	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 9/29/2023	10/2/2023	Community Action Partner 202-265-7546, DC				600.00
CCAP Application Fee for Louis Gill						
2 10/3/2023	10/5/2023	Flame And Skewers 2 Bakersfield, CA				-203.09
Lunch for the PRE Meeting on September 13, 2023 (ordered was canceled and refunded in full) replaced with West Coast Sourdough						
3 10/12/2023	10/13/2023	Urbane Cafe Bakersfiel Bakersfield, CA				141.81
Lunch for the scheduled PRE Meeting 10/11/23. Due to lack of quorum the meeting had to be cancelled last minute.						

Transaction Count: 3
Total: 538.72

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/5/2023	10/6/2023	Urbane Cafe Bakersfiel Bakersfield, CA				222.40
Urbane Cafe Bakersfield - Personnel Committee Meeting						
2 10/9/2023	10/10/2023	Trainhr Www.Trainhrle, CA				145.00
TrainHRLearning - Training for Lisa						
3 10/10/2023	10/12/2023	Biometrics4all Inc 714-568-9888, CA				23.25
Relay Fees for running New Hire Fingerprints Invoice Period 09/01/2023-09/30/2023 Invoice date 10/01/2023						
4 10/15/2023	10/17/2023	Safety Holdings 888-9472622, NM				1,202.69
Samba Safety - Driving Monitoring Services						

Transaction Count: 4
Total: 1,593.34

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/10/2023	10/12/2023	Vons #1969 Bakersfield, CA				125.64
Supplies for HVP Socialization Activity held on 10/10/23						
2 10/11/2023	10/13/2023	Hyatt Regency Long Beach 5624911234, CA				679.77
Housing costs for Quality Assurance Specialist attending the 32nd Annual CACFP Conference						
3 10/11/2023	10/13/2023	Hyatt Regency Long Beach 5624911234, CA				679.77
Housing costs for a Head Start Administrator attending the 32nd Annual CACFP Conference						
4 10/17/2023	10/19/2023	Hungry Hunter Steakhouse Bakersfield, CA				1,263.23
Policy Council End of the Year Meeting / Appreciation Banquet						

Transaction Count: 4
Total: 2,748.41

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/1/2023	10/2/2023	Stk*shutterstock 866-6633954, NY				29.00
Monthly Subscription for Stock Photos						
<hr/>						
2 10/3/2023	10/4/2023	Logcabinflorist.Com Httpslogcabin, CA				28.09
Purchase Logcabinflorist.Com						
<hr/>						
3 10/3/2023	10/4/2023	Www.Calcapa.Org Www.Calcapa.O, CA				100.00
Registration Fee for Pritika Ram to attend Pre-Conference Session at CalCAPA Conference in San Francisco.						
<hr/>						
4 10/3/2023	10/4/2023	Candid Training Candid.Org, NY				650.00
Registration fee for Karen Vazquez - Proposal Writing Boot Camp (Virtual Training)						
<hr/>						
5 10/3/2023	10/4/2023	Candid Training Candid.Org, NY				650.00
Registration fee for Vanessa Mendoza - Proposal Writing Boot Camp (Virtual Training)						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/3/2023	10/4/2023	Candid Training Candid.Org, NY				650.00
Registration fee for Bradley Ryan Fergon - Proposal Writing Boot Camp (Virtual Training)						
7 10/4/2023	10/5/2023	Dollar Tree Bakersfield, CA				29.87
Purchase Dollar Tree						
8 10/4/2023	10/5/2023	Sams Club #4819 661-654-8565, CA				172.71
Refreshments for Food Bank Ribbon Cutting Ceremony						
9 10/4/2023	10/5/2023	Bestbuycom806798662894 888bestbuy, MN				16.23
Purchase Bestbuycom806798662894						
10 10/4/2023	10/5/2023	Bestbuycom806798662894 888bestbuy, MN				8.65
Purchase Bestbuycom806798662894						
11 10/4/2023	10/6/2023	Caeconomy.Org 916-491-0022, CA				1,170.00
Registration Fee for Pritika Ram & Annelisa Perez to attend the 2023 California Economic Summit.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 10/6/2023	10/9/2023	Facebk Ewjs5wbem2 650-5434800, CA				100.00
		Facebook Ad				
<hr/>						
13 10/6/2023	10/9/2023	United 800-932-2732, TX				388.19
		Airline Ticket for K. Vazquez - CalCAPA Conference in San Francisco.				
<hr/>						
14 10/6/2023	10/9/2023	United 800-932-2732, TX				30.00
		Airline ticket - seat price for K. Vazquez - CalCAPA Conference in San Francisco				
<hr/>						
15 10/6/2023	10/9/2023	United 800-932-2732, TX				30.00
		Airline ticket - seat price for K. Vazquez - CalCAPA Conference in San Francisco				
<hr/>						
16 10/6/2023	10/9/2023	United 800-932-2732, TX				30.00
		Airline ticket - seat price for Bradley Ryan Fergon - CalCAPA Conference in San Francisco				
<hr/>						
17 10/6/2023	10/9/2023	United 800-932-2732, TX				30.00
		Airline ticket - seat price for Bradley Ryan Fergon - CalCAPA Conference in San Francisco				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 10/6/2023	10/9/2023	United 800-932-2732, TX				388.19
Airline Ticket for Bradley Ryan Fergon - CalCAPA Conference in San Francisco.						
19 10/10/2023	10/16/2023	Renaissance Hotels Pal Indian Wells, CA				811.74
Hotel Fee for Pritika Ram - CA Economic Summit						
20 10/10/2023	10/16/2023	Renaissance Hotels Pal Indian Wells, CA				811.74
Hotel Fee for Pritika Ram - CA Economic Summit						
21 10/16/2023	10/17/2023	Qgv*qqiv, Inc. 888-8559595, FL				1,300.00
Registration Fee for Catherine Anspach & Lara Popkin to attend in 2024 (Foundation Expense)						
22 10/17/2023	10/17/2023	American Air Fort Worth, TX				831.81
Airline Ticket for Catherine Anspach to attend Qgiv Conference in 2024						
23 10/17/2023	10/17/2023	American Air Fort Worth, TX				831.81
Airline Ticket for Catherine Anspach to attend Qgiv Conference in 2024						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
24 10/20/2023	10/23/2023	Facebk Qyg2tuxem2 650-5434800, CA				26.68
Purchase Facebk Qyg2tuxem2						
25 10/28/2023	10/30/2023	Facebk 3qnaqsxva2 650-5434800, CA				38.68
Purchase Facebk 3qnaqsxva2						
26 10/30/2023	10/31/2023	Mama Toscas 661-8311242, CA				104.56
Purchase Mama Toscas						

Transaction Count: 26

Total: 9,257.95

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Jeremy Tobias			Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-7066			Currency	US Dollar		
Reporting Period	9/30/2023 - 10/31/2023						
Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount	
1 10/6/2023	10/9/2023	Exxon Stockdale Mkt #2 Bakersfield, CA				92.73	
		Gasoline for CEO's Agency Vehicle					
<hr/>							
2 10/10/2023	10/11/2023	Www.Calcapa.Org Www.Calcapa.O, CA				100.00	
		Pre-Conference Registration for Board Member Gina Martinez - CalCAPA Conference					
<hr/>							
3 10/16/2023	10/18/2023	United 800-932-2732, TX				488.19	
		Airline Fee for Board Member Gina Martinez to attend CalCAPA Conference in San Francisco					
<hr/>							
4 10/21/2023	10/23/2023	Chevron 0386062 Lebec, CA				54.84	
		Purchase Chevron 0386062					
<hr/>							
5 10/22/2023	10/23/2023	Sq *van Thanh Ngo Honolulu, HI				54.06	
		Purchase Sq *van Thanh Ngo					
<hr/>							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/23/2023	10/24/2023	McW#1006-Coffee 866-2543229, CA				29.99
Purchase McW#1006-Coffee						
7 10/25/2023	10/26/2023	Food-Ex Bakersfield, CA				314.56
Purchase Food-Ex						
8 10/27/2023	10/30/2023	Theparkingspot-032rc Los Angeles, CA				233.02
Purchase Theparkingspot-032rc						
9 10/27/2023	10/30/2023	Hilton Hotels Honolulu, HI				1,598.37
Purchase Hilton Hotels						
10 10/27/2023	10/30/2023	Charleys Taxi Honolulu, HI				44.40
Purchase Charleys Taxi						
11 10/30/2023	10/31/2023	Clothingisland.Com 181-896-8536, CA				6,000.00
Purchase Clothingisland.Com						

Transaction Count: 11
Total: 9,010.16

Employee Signature _____ **Date** _____

Authorized Approver Signature _____ **Date** _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 9/30/2023	10/2/2023	American Air Fort Worth, TX			✓	30.00
This transaction pertains to the initial trip to Las Vegas and covers the bag check fee for the Microsoft Power Platform Conference.						
2 9/30/2023	10/2/2023	Towneplace Suites Bake Bakersfield, CA			✓	758.44
Orville Abello's visit to Bakersfield from Stockton 9/25/23 to 9/29/23 for cross training and team building.						
3 10/4/2023	10/4/2023	American Air Fort Worth, TX			✓	30.00
Bag check fee for Las Vegas trip for Microsoft Power Platform Conference.						
4 10/4/2023	10/5/2023	Uber Trip Help.Uber.Com, CA			✓	12.92
Microsoft Power Platform Conference uber trip from Las Vegas hotel to airport.						
5 10/4/2023	10/5/2023	Uber* Trip Www.Uber.Com, CA			✓	5.00
Tip for Microsoft Power Platform Conference uber trip from Las Vegas hotel to airport.						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/4/2023	10/6/2023	Mgm Grand - Front Desk 8552755733, NV			✓	628.10
lodging for Emilio to attend Microsoft Power Platform Conference Sep. 30 to Oct 6 2023 Las Vegas NV						
7 10/5/2023	10/6/2023	Smartsign Clover.Com, NY			✓	359.22
Purchase of Asset tags for IT: 6305-999-901-000-000-00-5-1						
8 10/6/2023	10/9/2023	Mgm Grand - Front Desk Las Vegas, NV			✓	980.70
Hotel Fee for Ryan Dozier Microsoft Power Platform Conference Las Vegas						
9 10/6/2023	10/9/2023	Avenu Hrs Pro 603-6737155, NH			✓	419.00
Credit card used by Finance to handle unclaimed property reporting.						
10 10/9/2023	10/9/2023	Microsoft#g030309786 Msbill.Info, WA			✓	1,256.72
Microsoft invoice for September.						
6320-108-000-101-000-10-1-1 @ 45%						
6320-108-000-101-000-10-1-1 @ 55%						
11 10/19/2023	10/20/2023	WI *mindbody Inc 805-250-8506, CA			✓	461.98
Recurring CAPK Energy Program						
6525-103-022-120-000-00-4-1 @ 7%						
6525-122-055-147-000-33-3-1 @ 51%						
6525-122-054-147-000-33-3-1 @ 42%						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 10/24/2023	10/26/2023	Courtyard By Marriott Stockton, CA			✓	223.27

Dan Armstrong did not make the scheduled trip to Stockton, we were charged for one night at \$199.00 (plus taxes) for Guest no show (GNS).

Transaction Count: 12

Total: 5,165.35

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/17/2023	10/18/2023	Sq *too Fat Sandwiches Gosq.Com, CA				128.11
		Lunch for Budget & Finance Committee Mtg Members.				

Transaction Count: 1
Total: 128.11

Employee Signature	Date	Authorized Approver Signature	Date
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Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	9/30/2023 - 10/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 10/3/2023	10/4/2023	Naeh 202-638-1526, DC				825.00
Registration for Jamie Lujan to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
2 10/3/2023	10/4/2023	Naeh 202-638-1526, DC				825.00
Registration for Laurie Hughey to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
3 10/3/2023	10/4/2023	Naeh 202-638-1526, DC				825.00
Registration for Lori Worley to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
4 10/3/2023	10/4/2023	Naeh 202-638-1526, DC				825.00
Registration for Rebecca Moreno to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 10/3/2023	10/4/2023	Naeh 202-638-1526, DC				825.00
Registration for Hannah transferred to Hannah Weightman to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
<hr/>						
6 10/4/2023	10/6/2023	Hilton San Francisco 415-7711400, CA				291.21
Lodging deposit for Lori Worley to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
<hr/>						
7 10/4/2023	10/6/2023	Hilton San Francisco 415-7711400, CA				291.21
Lodging deposit for Jaime Lujan to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
<hr/>						
8 10/4/2023	10/6/2023	Hilton San Francisco 415-7711400, CA				291.21
Lodging deposit for Rebecca Moreno to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
<hr/>						
9 10/4/2023	10/6/2023	Hilton San Francisco 415-7711400, CA				291.21
Lodging deposit for Laurie Hughey to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
<hr/>						
10 10/4/2023	10/6/2023	Hilton San Francisco 415-7711400, CA				291.21
Lodging deposit for Hannah to attend the 2024 NAEH Conference March 4-6, 2024 in San Francisco, CA						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11 10/9/2023	10/11/2023	Travelodge 661-3250772, CA				560.00
LBNC client lodging for Maria Gomez room 121						
12 10/13/2023	10/16/2023	Travelodge 661-3250772, CA				672.00
LBNC client lodging room 216						
13 10/13/2023	10/16/2023	Travelodge 661-3250772, CA				100.00
LBNC client lodging for room 122						
14 10/13/2023	10/16/2023	Travelodge 661-3250772, CA				672.00
LBNC client lodging for room 122						
15 10/26/2023	10/27/2023	Doubletree Philadlphia Philadelphia, PA				1,065.96
Lodging for Rebecca Moreno to attend the NHSDC Fall 2023 Conference in Philadelphia, PA October 23-25, 2023						
16 10/26/2023	10/27/2023	Doubletree Philadlphia Philadelphia, PA				1,065.96
Lodging for Marlene to attend the NHSDC Fall 2023 Conference in Philadelphia, PA October 23-25, 2023						

Transaction Count: 16

Total: 9,716.97

Employee Signature

Date _____

Authorized Approver Signature

Date _____



Reporting Period : 9/30/2023 - 10/31/2023

Statement Summary

Name	Susana Magana				Company	Community Action Partnership O		
Account #	XXXX-XXXX-XXXX-6693				Currency	US Dollar		
Reporting Period	9/30/2023 - 10/31/2023							
Trans Date	Post Date	Merchant Name	Charge Codes			Approved	Receipt	Amount
1 9/29/2023	10/2/2023	In *nutrition Matters, In 715-8311822, WI						1,752.19
		Nutrition Education for WIC participants						
2 9/29/2023	10/2/2023	Double Tree Sacramento, CA						569.73
		MCAP CAPPa Conference in Sacramento, CA						
3 9/29/2023	10/2/2023	Sp Sensoryedge Sensoryedge.M, CA						1,298.84
		Waiting Room toys for WIC office lobby						
4 9/29/2023	10/2/2023	Double Tree Sacramento, CA						379.82
		MCAP CAPPa Conference in Sacramento, CA						
5 10/2/2023	10/3/2023	162- Brimhall Mini Stor 925-9386300, CA						352.35
		WIC- Mini Storage						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 10/4/2023	10/6/2023	Hobby Lobby #556 Bakersfield, CA				175.58
		Food Bank Ribbon Cutting Supplies				
<hr/>						
7 10/11/2023	10/13/2023	Hyatt Regency Long Beach Long Beach, CA				793.77
		Lodging for Susana Magana to attend 2023 CACFP Roundtable's 32nd Conference in Long Beach, CA Oct 9-11, 2023				
<hr/>						
8 10/11/2023	10/13/2023	Hyatt Regency Long Beach 5624911234, CA				679.77
		Lodging for Anthony Chavez to attend 2023 CACFP Roundtable's 32nd Conference in Long Beach, CA Oct 9-11, 2023				
<hr/>						
9 10/11/2023	10/13/2023	Sacramento Holiday Inn 4804262831, CA				421.12
		Hotel Stay Associated with WIC Director Fall Management Conference (Lorna Speight) Oct 9-11, 2023				
<hr/>						
10 10/11/2023	10/13/2023	Hyatt Regency Long Beach 5624911234, CA				679.77
		Lodging for Tom Adame to attend 2023 CACFP Roundtable's 32nd Conference in Long Beach, CA Oct 9-11, 2023				
<hr/>						
11 10/13/2023	10/16/2023	Lassens Natural Foods-Bk Bakersfield, CA				79.22
		Special Diet-Foods				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 10/24/2023	10/25/2023	Cityserve Intl./ 12 Www.Cityserve, CA				100.00
		FB fee paid to participate in the resource fair.				
<hr/>						
13 10/25/2023	10/25/2023	Vendormate 404-949-1300, GA				275.00
		For RBL Credentialing for Kern Medical so RBL be authorized a vendor for provide HCP trainings at Kern Medical Clinic sites.				
<hr/>						
14 10/25/2023	10/27/2023	Hyatt Regency Orange Cou 7147501234, CA				281.26
		Lodging for Tom Adame to attend the CACFP Roundtable 32nd Annual CACFP Conference 2023 in Long Beach Oct 9-11, 2023				
<hr/>						
15 10/25/2023	10/27/2023	Stax *efoodhandlers 847-8084000, IL				20.85
		Food Handler Certification				
<hr/>						
16 10/25/2023	10/27/2023	Hyatt Regency Orange Cou 7147501234, CA				281.26
		Lodging for Susana Magana to attend the CACFP Roundtable 32nd Annual CACFP Conference 2023 in Long Beach Oct 9-11, 2023				
<hr/>						
17 10/25/2023	10/27/2023	Hyatt Regency Orange Cou 7147501234, CA				281.26
		Lodging for Anthony Chavez to attend the CACFP Roundtable 32nd Annual CACFP Conference 2023 in Long Beach Oct 9-11, 2023				
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18 10/30/2023	10/31/2023	Lassens Natural Foods-Bk Bakersfield, CA				35.23
		Special Diet - Foods				

Transaction Count: 18
Total: 8,457.02

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 (8 OF 12 MONTHS OR 66.67%)

Line Item	2023/24 Budget	3/1/23 - 2/28/24 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,632,027	815,420	50.0%	816,607
Head Start Subsidy	<u>1,120,549</u>	<u>844,415</u>	75.4%	<u>276,134</u>
Total Revenue	<u>2,752,576</u>	<u>1,659,835</u>	60.3%	<u>1,092,741</u>
Expenditures (Note B)				
Salaries	880,250	458,604	52.1%	421,646
Benefits	253,487	138,212	54.5%	115,275
Vehicle Gasoline, Repair/Maintenance	45,000	30,165	67.0%	14,835
Space Costs	121,700	104,971	86.3%	16,729
Supplies - Office & Food Service	106,000	105,322	99.4%	678
Equipment Repair/Maintenance & Lease	25,000	10,812	43.2%	14,188
Communication	13,000	9,756	75.0%	3,244
Risk Insurance	12,700	8,570	67.5%	4,130
Printing	1,000	676	67.6%	324
Hiring & Employee Costs	1,200	9,525	793.7%	(8,325)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	<u>1,015,580</u>	<u>611,240</u>	60.2%	<u>404,340</u>
Sub Total	2,475,417	1,487,851	60.1%	987,566
Adult Meals Prepared	128,794	98,307	76.3%	30,487
Indirect	<u>148,365</u>	<u>73,677</u>	49.7%	<u>74,688</u>
Total Expenditures	<u>2,752,576</u>	<u>1,659,835</u>	60.3%	<u>1,092,741</u>

	Prior Period	OCTOBER 2023	Cumulative
Total Meals Prepared and Vended (Note C)	369,407	66,779	436,186
Total Meals Claimed	<u>225,415</u>	<u>46,200</u>	<u>271,615</u>
Difference	143,992	20,579	164,571

Percentage Claimed to Prepared/Vended		69.2%	62.3%
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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 (4 OF 12 MONTHS = 33.3%)

Contract CMAP-3000	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	Total	%	% Earned to MRA
Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,720,745	\$ 2,171,459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,512,116		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,720,745	\$ 2,171,459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,512,116	84.68%	
Maximum Reimbursable Amount (MRA) for Provider Payments													23,640,785		44.47%
Administration & Support Services Revenue															
Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,720,745	\$ 2,171,459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,512,116		
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	<u>\$ 657,443</u>	<u>\$ 682,288</u>	<u>\$ 648,599</u>	<u>\$ 517,654</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,505,984</u>		
Program Administration/Support Services Costs	177,391	200,755	286,677	114,131	-	-	-	-	-	-	-	-	778,954	6.27%	
Indirect (10% x MTDC) Costs	292,056	304,728	299,154	226,906	-	-	-	-	-	-	-	-	1,122,843	9.05%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	<u>\$ 469,447</u>	<u>\$ 505,482</u>	<u>\$ 585,831</u>	<u>\$ 341,038</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>1,901,797</u>	15.32%	
Revenue Earned Over/(Under) Costs	<u>\$ 187,997</u>	<u>\$ 176,806</u>	<u>\$ 62,768</u>	<u>\$ 176,617</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>604,187</u>		
TOTAL COSTS - NET OF FAMILY FEES	<u>\$ 3,227,294</u>	<u>\$ 3,367,548</u>	<u>\$ 3,306,575</u>	<u>\$ 2,512,496</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>12,413,913</u>	100.00%	

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

Provider payments	10,512,116
Reimbursement Rate (19.25% / 80.75%)	<u>x 23.8390%</u>
Revenue Earned	<u>2,505,983</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 (4 OF 12 MONTHS = 33.3%)

	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	5,517	6,065	-	-	-	-	-	-	-	-	22,847	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 267,471	\$ 313,264	\$ 284,402	\$ 312,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,177,767	29.96%
Maximum Reimbursable Amount (MRA)													\$3,930,503	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.38%	99.76%	99.82%	99.78%										99.69%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-2120)														
Adjusted Days of Enrollment - Certified	3,104	6,787	8,232	10,641	-	-	-	-	-	-	-	-	28,764	
Reimbursement Rate per Child per Day	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	
Revenue Earned	\$ 171,560	\$ 375,128	\$ 454,961	\$ 588,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,589,793	22.43%
Maximum Reimbursable Amount (MRA)													\$7,087,664	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.42%	98.76%	98.62%	98.53%										98.70%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%
MIGRANT CHILD CARE (CMIG-2004)														
Adjusted Days of Enrollment - Certified	18	50	65	79	-	-	-	-	-	-	-	-	211	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	
Revenue Earned	\$ 907	\$ 2,552	\$ 3,374	\$ 4,054	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,887	3.74%
Maximum Reimbursable Amount (MRA)													\$291,239	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	92.75%	98.78%										97.21%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	97.75%	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 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 (4 OF 12 MONTHS = 33.3%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	2,278	3,336	3,413	3,882	-	-	-	-	-	-	-	-	12,909	
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	\$ 166,708	\$ 189,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 630,466	25.65%
Maximum Reimbursable Amount (MRA)													\$2,458,117	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.41%	99.36%	100.00%	99.92%										99.70%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%										100.00%

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

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

Division/CFO: Tracy Webster, CFO Program/Work Unit: Not Applicable Services: Overall financial and accounting functions of the organization			Month/Year: October-2023 Director of Finance: Gabrielle Alexander	
Activities	October 2023		Year to Date	
Description	Number	Amount	03/1/23 - 10/31/23	Amount
Bank Deposits	24	2,471,062	122	20,063,014
Wire Deposits	17	1,993,087	89	19,032,059
Head Start/IRS Drawdowns	5	3,600,459	40	24,106,856
Vendor Checks Issued	1,680	6,213,420	15,193	68,202,069
Payroll Disbursed		3,496,048		24,141,764
Grant Reports Prepared	39		198	
ASTHO Vaccine Equity				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern - 211				
County of Kern CDBG Food Bank Expansion				
CMAF Fiscal Report & Caseload				
CMIG				
CMSS				
CSPP				
CSBG Discretionary				
CSBG 2022				
Differential Response				
EFAP				
EFAP Build Back Better				
Food Bank Farmers Market				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Head Start/Early Head Start Kern SF-425				
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 2023				
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	399	5	399	1,783
Contracts	39	0	39	167
Leases	1	0	1	15
Requests for Proposals	3	0	1	4
Business Services Projects				
Description		% Completed		Comments
Total Division Staffing 30 positions + 1 Vacancies <div> <div> CFO Director of Finance Finance Administrator Payroll/HRIS Manager Accounting Administrator Accounting Administrator - Energy Accountant (2) Accountant II (2) </div> <div> Accounting Technician (5) Accounting Specialist (2) Accounting Clerk (1) AP Supervisor (1) Fiscal Technician (2) Payroll Specialists (3) Payroll Supervisor (1) Administrative Assistant to CFO </div> <div> Procurement Manager Business Contracts Specialist Business Technician (2) </div> </div>				

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	11,950,544
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 58,318,823

LIABILITIES AND NET ASSETS

Accounts Payable	7,537,974
Accrued Expenses	3,430,196
Accrued Vacation	1,743,490
Line of Credit	-
Note Payable	704,130
Advance Payable	2,784,923
Deferred Revenue	<u>5,710,865</u>

Total Liabilities 21,911,578

Total Net Assets 36,407,245

Total Liabilities and Net Assets 58,318,823

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

REVENUE

Grant Revenue	106,882,227
Donations	47,277,632
Other Revenue	756,165
In-Kind	<u>163,275</u>

Total Revenue 155,079,300

EXPENDITURES

Salaries	36,431,542
Benefits	10,091,397
Travel	698,622
Space Costs	8,330,212
Supplies	2,886,851
Consultant/Contract Services	4,363,893
Other Costs	3,848,807
Program Costs	65,591,598
Capital Expenditures	-
Indirect	7,998,647
In-Kind	<u>163,275</u>

Total Expenditures 140,404,844

Net Change in Assets 14,674,456

Net Assets, beginning 21,732,790

Net Assets, ending 36,407,245

Community Action of Partnership of Kern Agency Total

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

ASSETS

Cash in Bank	4,522,736
Cash - Vacation Reserve	954,694
Petty Cash	-
Accounts Receivable	10,714,733
Travel Advance	4,724
Prepaid Expense	651,436
Inventory	1,171,066
Net Fixed Assets - Unrestricted	529,191
Net Fixed Assets - Restricted	<u>29,812,303</u>

Total Assets 48,360,882

LIABILITIES AND NET ASSETS

Accounts Payable	5,622,288
Accrued Expenses	353,966
Accrued Vacation	1,050,129
Line of Credit	350,000
Note Payable	465,113
Advance Payable	2,402,829
Deferred Revenue	<u>3,045,699</u>

Total Liabilities 13,290,024

Total Net Assets 35,070,857

Total Liabilities and Net Assets 48,360,882

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

REVENUE

Grant Revenue	76,422,916
Donations	207,216
Other Revenue	8,426,931
In-Kind	<u>8,659,665</u>

Total Revenue 93,716,728

EXPENDITURES

Salaries	25,900,976
Benefits	7,133,977
Travel	598,666
Space Costs	10,374,748
Supplies	2,348,357
Consultant/Contract Services	3,851,508
Other Costs	3,427,430
Program Costs	24,991,385
Capital Expenditures	1,226,920
Indirect	6,539,483
In-Kind	<u>8,659,665</u>

Total Expenditures 95,053,116

Net Change in Assets (1,336,388)

Net Assets, beginning 36,407,245

Net Assets, ending 35,070,857

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 10-31-23 (66.7%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	46,717,452	23,622,074	23,095,378	51%
BENEFITS	14,052,314	6,497,218	7,555,096	46%
TRAVEL	943,184	529,316	413,868	56%
SPACE COST	16,765,266	9,164,324	7,600,942	55%
SUPPLIES	3,090,339	2,100,163	990,176	68%
EQUIPMENT	1,806,455	2,837,411	(1,030,956)	157%
CONSULTANT/CONTRACT SERVICES	3,767,972	3,086,015	681,957	82%
OTHER COSTS	2,800,371	2,909,916	(109,545)	104%
PROGRAM COSTS	27,462,618	24,918,443	2,544,175	91%
INDIRECT	10,107,416	6,697,584	3,409,832	66%
TOTAL	127,513,387	82,362,465	45,150,922	65%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 10-31-23 (66.7%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	34,805,356	17,331,742	17,473,614	50%
BENEFITS	10,516,956	4,893,064	5,623,892	47%
TRAVEL	668,717	329,631	339,086	49%
SPACE COST	5,544,279	2,896,466	2,647,813	52%
SUPPLIES	2,449,189	1,395,238	1,053,951	57%
EQUIPMENT	810,970	256,826	554,144	32%
CONSULTANT/CONTRACT SERVICES	1,309,179	673,299	635,880	51%
OTHER COSTS	1,162,562	1,149,110	13,452	99%
PROGRAM COSTS	23,131,098	22,463,926	667,172	97%
INDIRECT	7,696,110	5,093,916	2,602,194	66%
TOTAL	88,094,416	56,483,218	31,611,198	64%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 10-31-23 (66.7%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,791,680	2,503,793	2,287,887	52%
BENEFITS	1,486,523	657,874	828,649	44%
TRAVEL	110,349	104,955	5,394	95%
SPACE COST	6,795,477	2,647,183	4,148,294	39%
SUPPLIES	125,671	327,903	(202,232)	261%
EQUIPMENT	850,740	1,246,178	(395,438)	146%
CONSULTANT/CONTRACT SERVICES	648,910	440,487	208,423	68%
OTHER COSTS	409,174	457,787	(48,613)	112%
PROGRAM COSTS	3,068,971	1,907,292	1,161,679	62%
INDIRECT	932,114	602,731	329,383	65%
TOTAL	19,219,609	10,896,183	8,323,426	57%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 10-31-23 (66.7%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	1,762,090	1,365,762	396,328	78%
BENEFITS	542,182	344,293	197,889	64%
TRAVEL	43,376	34,143	9,233	79%
SPACE COST	206,031	146,157	59,874	71%
SUPPLIES	243,983	197,895	46,088	81%
EQUIPMENT	81,328	107,306	(25,978)	132%
CONSULTANT/CONTRACT SERVICES	921,708	1,219,328	(297,620)	132%
OTHER COSTS	694,479	793,674	(99,195)	114%
PROGRAM COSTS	433,745	265,511	168,234	61%
INDIRECT	492,892	429,103	63,789	87%
TOTAL	5,421,814	4,903,171	518,643	90%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 10-31-23 (66.7%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,219,812	1,723,898	2,495,914	41%
BENEFITS	1,226,969	448,487	778,482	37%
TRAVEL	55,702	36,272	19,430	65%
SPACE COST	953,189	1,223,964	(270,775)	128%
SUPPLIES	232,451	153,186	79,265	66%
EQUIPMENT	58,550	1,227,061	(1,168,511)	2096%
CONSULTANT/CONTRACT SERVICES	830,833	689,061	141,772	83%
OTHER COSTS	380,166	444,306	(64,140)	117%
PROGRAM COSTS	825,804	270,798	555,006	33%
INDIRECT	779,220	458,974	320,246	59%
TOTAL	9,562,696	6,676,008	2,886,688	70%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 10-31-23 (66.7%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	981,358	594,023	387,335	61%
BENEFITS	230,966	134,856	96,110	58%
TRAVEL	40,290	22,041	18,249	55%
SPACE COST	260,590	113,970	146,620	44%
SUPPLIES	30,245	15,972	14,273	53%
EQUIPMENT	4,867	40	4,827	1%
CONSULTANT/CONTRACT SERVICES	27,035	20,626	6,409	76%
OTHER COSTS	44,380	40,140	4,240	90%
PROGRAM COSTS	3,000	852	2,148	28%
INDIRECT	168,596	92,708	75,888	55%
TOTAL	1,791,327	1,035,229	756,098	58%

COMMUNITY ACTION PARTNERSHIP OF KERN
BUDGET TO ACTUAL
FOR THE PERIOD 03-01-23 TO 10-31-23 (66.7%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	157,156	102,856	54,300	65%
BENEFITS	48,718	18,644	30,074	38%
TRAVEL	24,750	2,274	22,476	9%
SPACE COST	3,005,700	2,136,584	869,116	71%
SUPPLIES	8,800	9,970	(1,170)	113%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	30,307	43,215	(12,908)	143%
OTHER COSTS	109,610	24,898	84,712	23%
PROGRAM COSTS	-	10,063	(10,063)	Not budgeted
INDIRECT	38,484	20,152	18,332	52%
TOTAL	3,423,525	2,368,656	1,054,869	69%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2023/24
BUDGET TO ACTUAL - 03/01/23 TO 10/31/23 (8 OF 12 MONTHS = 66.7%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 9,969,927	\$ 6,697,584	67.2%	\$ 3,272,343
Expenditures				
Salaries	4,623,933	2,619,556	56.7%	2,004,377
Benefits @ 23.6% actual	<u>1,197,709</u>	<u>653,770</u>	<u>54.6%</u>	<u>543,939</u>
Total Personnel Costs	5,821,642	3,273,326	56.2%	2,548,316
Operating Costs				
Travel	88,000	66,024	75.0%	21,976
Space Costs	215,950	149,684	69.3%	66,266
Supplies	264,650	252,402	95.4%	12,248
Consultant/Contract	1,049,000	765,829	73.0%	283,171
Other Operating Costs	<u>950,800</u>	<u>509,931</u>	<u>53.6%</u>	<u>440,869</u>
Total Operating Costs	2,568,400	1,743,871	67.9%	824,529
Total Expenditures	<u>\$ 8,390,042</u>	<u>\$ 5,017,197</u>	<u>59.8%</u>	<u>\$ 3,372,845</u>
Excess (Deficit) Indirect Revenue	<u>\$ 1,579,885</u>	<u>\$ 1,680,387</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,302,127	\$ 811,778	62.3%	\$ 490,349
Operations	2,700,165	1,551,230	57.4%	1,148,935
Executive	534,524	476,706	89.2%	57,818
Program Administration	-	379	Not budgeted	(379)
Finance	2,523,658	1,721,180	68.2%	802,478
Community Development	<u>1,329,568</u>	<u>455,924</u>	<u>34.3%</u>	<u>873,644</u>
	<u>\$ 8,390,042</u>	<u>\$ 5,017,197</u>	<u>59.8%</u>	<u>\$ 3,372,845</u>

Prepared Date: 12/07/23



MEMORANDUM

To: Executive Committee

From: Louis Gill, Chief Program Officer

Yolanda Gonzales, Director of Head Start / State Child Development

Date: December 13, 2023

Subject: *Agenda Item 6g* – Head Start and State Child Development Division Compensation Schedule Implementation – **Action Item**

On November 29, 2023, CAPK's Board of Directors approved the Head Start and State Child Development Division Compensation Schedule. The motion made and approved included language that an agreement with SEIU be reached prior to implementation. Program staff along with Human Resources and CAPK's legal representation has met with SEIU to review the compensation plan and implementation schedule. Additional information was requested from SEIU and has since been provided. Program staff are confident that an agreement will be reached as the discussions continue.

The implementation timeline approved on November 29th indicated January 8, 2024 as the start date for Direct Services Staff to begin following the Head Start and State Child Development Division Compensation Schedule. There are both represented and non-represented direct services positions slated to begin on the new schedule on January 8th. Program staff is seeking clarification from the Executive Committee on the action steps to be taken in the event the agreement with SEIU is not met within the timeline needed to implement the new compensation schedule on January 8th. Two options include:

- A) Revise the implementation date for all direct services staff (must begin at the beginning of a pay period 1/22, 2/5, etc.)
- B) Move forward with implementation for non-represented direct services staff on January 8, 2024. Implement for represented positions when the agreement with SEIU (must begin at the beginning of a pay period 1/22, 2/5, etc.)

Recommendation:

Staff recommends approval of the Head Start and State Child Development Division's 2024-25 Compensation Schedule Implementation for non-represented direct services staff with the represented direct services staff to follow upon reaching an agreement with SEIU.