



DATE	February 21, 2024
TIME	12:00 pm
LOCATION	CAPK Administrative Office 1300 18 th St., 3 rd Floor Bakersfield, CA 93301

Budget & Finance Committee Agenda - REVISED

1. Call to Order

2. Roll Call

Michelle Jara-Rangel (Chair)	Mia Cifuentes
Denise Boshers	Fatima Echeverria

3. Public Comments

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

4. New Business

- | | |
|---|---|
| <p>a. Head Start / Early Head Start Budget to Actual Reports for December 31, 2023 - Info Item</p> <ol style="list-style-type: none"> 1. Head Start Budget to Actual for the Period Ended December 31, 2023 (p. 3-5) 2. Early Head Start Budget to Actual for the Period Ended December 31, 2023 (p. 6-10) | <p>Tracy Webster, Chief Financial Officer
Louis Rodriguez, Head Start Finance Administrator</p> |
| <p>b. Annual Budget for Fiscal 2024/2025 – Action Item (p. 11-23)</p> | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>c. Head Start Expenditure Authorization – Action Item (p. 24-44)</p> | <p>Jerry Meade, Head Start & Early Child Development Assistant Director</p> |
| <p>d. 2024-25 Blanket Purchase Order for Food Bank - Action Item (p. 45)</p> | <p>Kelly Lowery, Program Administrator, Food Bank</p> |
| <p>e. Mount Vernon Lease – Action Item (p. 46-73)</p> | <p>Emilio Wagner, Chief Facilities & Technology Officer</p> |
| <p>f. Blanket Purchase Order for Sysco & Central Sanitary Supply / Brady IFS – Action Item (p. 74-79)</p> | <p>Louis Gill, Chief Program Officer</p> |
| <p>g. Board Check Signing Policy – Info Item (p. 80-81)</p> | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>h. December 2023 Financial Reports – Info Item (p. 82-149)</p> | <p>Tracy Webster, Chief Financial Officer</p> |

- i. Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project – **Action Item (p. 150-194)**

Lois Hannible, Friendship House
Program Manager

5. Committee Member Comments

6. Next Scheduled Meeting

Budget & Finance Committee Meeting
Wednesday, March 20, 2024
1300 18th St., 3rd Floor, Executive Conference Room
Bakersfield, CA 93301

7. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18th St. Bakersfield, CA and online at www.capk.org by 12:00 pm, February 16th, by Glynief Campbell, Administrative Coordinator.



MEMORANDUM

To: Budget and Finance Committee

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

Date: February 21, 2024

Subject: *Head Start*
Budget to Actual Report for the period ended December 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 December 31, 2023. Ten months (83.3%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are 69% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 100% of the budget.

Carryover Funds

Overall expenditures are 53% of the budget.

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

The non-Federal share is at 94% 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 - December 31, 2023

Month 10 of 12 (83.3%)

Prepared 02/06/2024

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,442,036	6,994,378	2,447,658	74%	26%
FRINGE BENEFITS	3,650,298	1,739,458	1,910,840	48%	52%
TRAVEL	70,000	12,369	57,631	18%	82%
EQUIPMENT	-	-	-		
SUPPLIES	744,041	798,446	(54,405)	107%	-7%
CONTRACTUAL	171,839	171,839	-	100%	0%
CONSTRUCTION	-	-	-		
OTHER	4,036,858	2,718,081	1,318,777	67%	33%
INDIRECT	1,752,938	1,260,218	492,720	72%	28%
TOTAL BASE FUNDING	19,868,010	13,694,789	6,173,221	69%	31%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	41,904	41,904	-	100%	0%
SUPPLIES	23,986	23,986	-	100%	0%
CONTRACTUAL	22,800	22,800	-	100%	0%
OTHER	72,752	72,752	-	100%	0%
INDIRECT	16,144	16,144	-	100%	0%
TOTAL TRAINING & TECHNICAL ASSISTANCE	177,586	177,586	-	100%	0%

CARRYOVER

PERSONNEL	216,462	96,000	120,462	44%	56%
FRINGE BENEFITS	8,000	8,000	-	100%	0%
TRAVEL	25,133	-	25,133	0%	100%
SUPPLIES	53,386	53,386	-	100%	0%
EQUIPMENT	314,100	-	314,100	0%	100%
CONSTRUCTION	1,000,000	643,556	356,444	64%	36%
CONTRACTUAL	4,505	1,183	3,322	26%	74%
OTHER	165,483	165,483	-	100%	0%
INDIRECT	49,259	-	49,259	0%	100%
TOTAL CARRYOVER	1,836,328	967,608	868,720	53%	47%

GRAND TOTAL HS FEDERAL FUNDS

21,881,924 14,839,983 7,041,941 68% 32%

HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,958,398	3,075,311	(1,116,913)	157%	-57%
CALIF DEPT OF ED	11,131,398	9,270,306	1,861,092	83%	17%
TOTAL NON-FEDERAL	13,089,796	12,345,617	744,179	94%	6%

Budget reflects Notice of Award #09CH011132-05-02

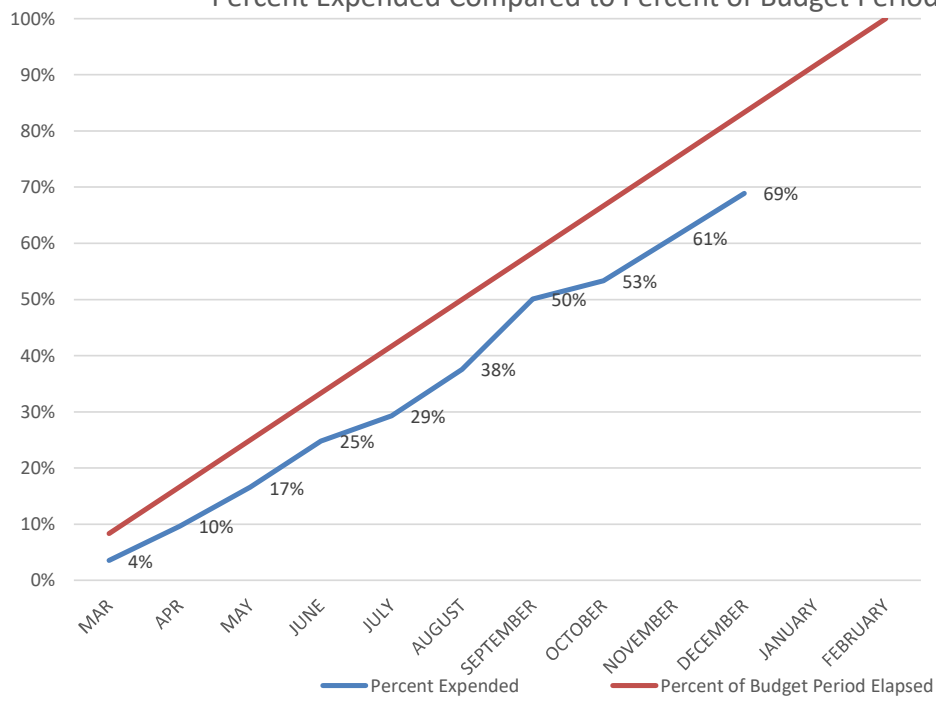
Actual expenditures include posted expenditures and estimated adjustments through 12/31/2023

Administrative Cost for HS and EHS Combined 6.4%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	28,856	-	-	-	28,856	1/1/2024
Lowe's	6,550	3,289	-	-	9,839	1/2/2024
Smart & Final	336	-	-	-	336	1/2/2024
Save Mart	2,013	627	-	-	2,640	1/8/2024
Chevron & Texaco Business Card	6,085	-	-	-	6,085	1/6/2024
Home Depot	9,214	2,205	867	-	12,286	1/5/2024
	53,055	6,120	867	-	60,042	

Head Start
Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Budget and Finance Committee

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

Date: February 21, 2024

Subject: *Early Head Start*
Budget to Actual Report for the period ended December 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 December 31, 2023. Ten months (83.3%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are 70% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 74% of the budget.

Carryover Funds

Overall expenditures are 31% 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 - December 31, 2023
Month 10 of 12 (83.3%)

Prepared 02/06/2024

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	8,889,652	7,082,919	1,806,733	80%	20%
FRINGE BENEFITS	2,516,917	1,875,225	641,692	75%	25%
TRAVEL	50,000	3,315	46,685	7%	93%
EQUIPMENT	-	-	-		
SUPPLIES	1,205,123	651,208	553,915	54%	46%
CONTRACTUAL	1,091,221	653,317	437,904	60%	40%
CONSTRUCTION	-	-	-		
OTHER	3,374,545	1,724,353	1,650,192	51%	49%
INDIRECT	1,665,883	1,184,333	481,550	71%	29%
TOTAL BASE FUNDING	18,793,341	13,174,670	5,618,671	70%	30%

TRAINING & TECHNICAL ASSISTANCE

PERSONNEL	-	-	-		
FRINGE BENEFITS	-	-	-		
TRAVEL	44,192	44,192	0	100%	0%
SUPPLIES	30,013	24,545	5,468	82%	18%
CONTRACTUAL	26,080	23,943	2,137	92%	8%
OTHER	212,393	137,929	74,464	65%	35%
INDIRECT	31,268	24,747	6,521	79%	21%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	255,356	88,590	74%	26%

CARRYOVER

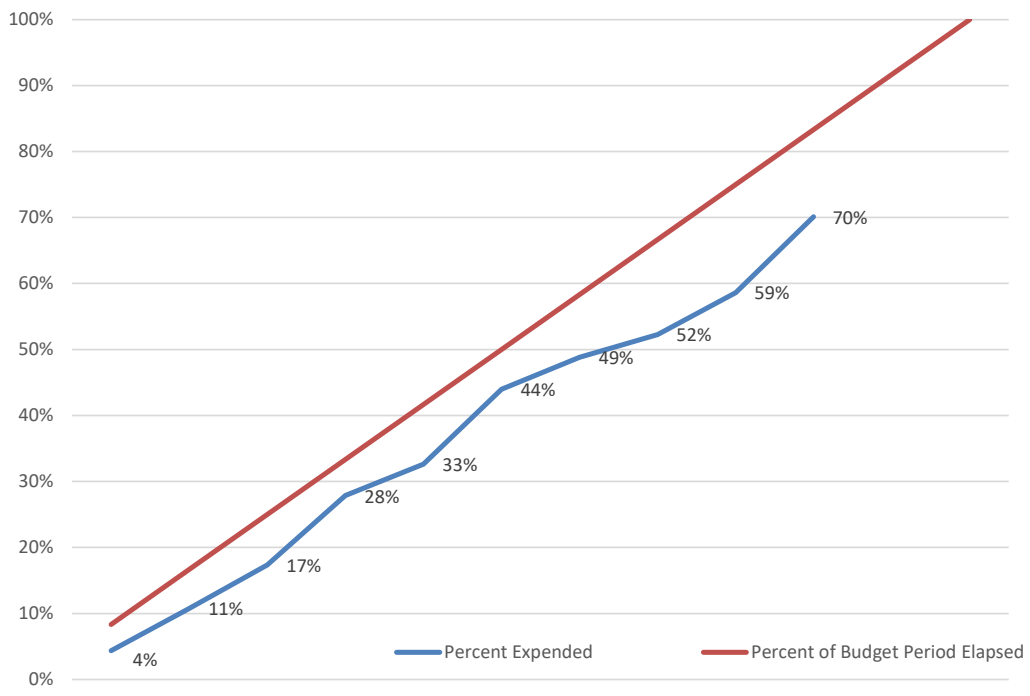
PERSONNEL	92,769	34,000	58,769	37%	63%
FRINGE BENEFITS	-	-	-		
TRAVEL	37,198	29,617	7,581	80%	20%
SUPPLIES	13,347	-	13,347	0%	100%
EQUIPMENT	100,000	44,517	55,483	45%	55%
CONSTRUCTION	700,000	209,027	490,973	30%	70%
CONTRACTUAL	1,320	-	1,320	0%	100%
OTHER	74,009	-	74,009	0%	100%
INDIRECT	23,470	3,906	19,564	17%	83%
TOTAL CARRYOVER	1,042,113	321,067	721,046	31%	69%

GRAND TOTAL EHS FEDERAL FUNDS	20,179,400	13,751,092	6,428,308	68%	32%
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Budget reflects Notice of Award #09CH011132-05-02

Actual expenditures include posted expenditures and estimated adjustments through 12/31/2023

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 December 31, 2023 (Month 10 of 12)
 Percent of budget period elapsed: 83.3%

LOCATION	Enroll-ment	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD Totals	Kern/SJC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	12,893	7,852	2,921	0	0	4,558	11,209	11,841	9,227	7,832	68,333	Kern	39,812	172%
Alicante	20	10,979	8,866	11,664	6,824	3,926	6,449	8,729	8,579	236	0	66,251	Kern	19,906	333%
Angela Martinez	60	8,111	9,756	13,679	11,828	8,960	9,410	9,088	13,238	10,278	7,047	101,394	Kern	59,718	170%
Broadway	40	5,844	8,572	3,952	0	0	1,351	4,571	7,423	9,483	987	42,184	Kern	39,812	106%
California City	20	3,962	3,239	1,327	0	0	2,248	4,947	5,964	68	7,164	28,918	Kern	19,906	145%
Cleo Foran	23	6,400	5,152	6,764	7,199	3,143	2,666	4,917	1,635	5,971	7,925	51,773	Kern	22,892	226%
Delano	76	21,579	21,523	10,293	0	0	7,807	15,898	20,443	19,877	19,581	137,001	Kern	75,643	181%
East California	52	6,966	7,633	16,447	10,427	6,476	8,440	8,925	8,979	8,651	8,680	91,624	Kern	51,756	177%
Fairfax	39	14,513	14,443	10,955	0	0	2,204	7,108	8,166	9,021	5,538	71,949	Kern	38,817	185%
Fairview	0	0	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	12,847	14,722	12,779	9,645	13,556	10,179	131,857	Kern	139,343	95%
Heritage	20	6,419	4,447	3,094	0	0	1,064	3,271	3,535	3,532	2,775	28,137	Kern	19,906	141%
Home Base	152	13,671	16,943	9,226	8,582	8,412	14,055	13,222	9,432	8,011	4,912	106,466	Kern	75,643	141%
Lamont	20	6,800	7,113	3,715	0	0	3,913	8,049	8,222	2,452	6,000	46,265	Kern	19,906	232%
Martha J. Morgan	71	18,212	18,278	16,909	13,241	10,398	12,436	13,568	10,201	11,068	7,550	131,860	Kern	70,667	187%
McFarland	20	18,674	14,207	11,433	0	0	2,580	8,259	9,590	8,582	0	73,325	Kern	19,906	368%
Mojave	20	2,344	954	100	0	0	2,425	2,111	2,927	3,553	4,357	18,772	Kern	19,906	94%
Oasis	45	14,048	12,295	9,215	0	0	653	9,110	7,828	6,335	8,154	67,637	Kern	44,789	151%
Pete H. Parra	128	28,157	26,760	31,534	19,623	17,803	24,504	26,857	33,710	14,794	22,123	245,866	Kern	127,399	193%
Planz	0	0	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	25,055	27,724	25,212	34,877	253,590	Kern	75,643	335%
Rosamond	60	4,136	4,253	1,942	0	0	649	3,948	166	353	4,323	19,771	Kern	59,718	33%
San Diego	32	8,409	6,487	4,838	5,327	4,354	4,636	5,747	6,976	5,035	3,442	55,251	Kern	31,850	173%
Seibert	20	2,192	2,325	1,186	0	0	392	3,238	272	377	1,287	11,269	Kern	19,906	57%
Shafter	20	5,245	3,951	2,855	4,498	1,177	2,408	3,601	1,579	1,963	2,380	29,656	Kern	19,906	149%
Shafter HS/EHS	24	3,739	1,701	2,203	2,665	3,698	3,980	4,454	4,566	4,592	3,533	35,132	Kern	23,887	147%
Sterling	124	17,632	14,182	16,513	14,791	16,430	18,707	19,248	23,643	22,045	6,873	170,064	Kern	123,418	138%
Stockdale Head Start	60														
Sunrise Villa	20	2,987	4,203	1,784	0	0	656	3,145	2,883	2,377	0	18,034	Kern	19,906	91%
Taft	60	8,550	8,852	6,946	0	0	511	3,678	7,557	4,969	2,402	43,466	Kern	59,718	73%
Tehachapi	34	1,671	2,593	77	0	0	0	537	2,877	543	0	8,299	Kern	33,840	25%
Vineland	20	2,263	2,062	1,834	0	0	964	836	2,295	0	813	11,066	Kern	19,906	56%
Virginia	20	9,620	10,265	12,432	0	0	4,897	12,413	13,764	12,031	11,774	87,196	Kern	19,906	438%
Wesley	60	21,461	17,008	14,220	0	0	4,292	6,804	7,301	3,266	9,417	83,770	Kern	59,718	140%
Willow	40	10,607	9,946	6,779	0	0	2,984	5,705	12,678	12,860	8,419	69,979	Kern	39,812	176%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	Kern/SJC	0	0%
PC Planning		0	0	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	0	0	Kern/SJC	0	0%
Governance		485	363	394	15	39	144	23	35	0	0	1,498	Kern	15,000	10%
Program Services		13,559	8,991	8,585	11,830	7,588	5,257	8,302	382	7,651	972	73,117	Kern/SJC	74,265	98%
California Street	24	5,829	6,641	6,121	4,730	4,028	6,606	7,763	9,575	10,063	10,319	71,675	SJC	39,646	181%
Chrisman	16	4,794	4,540	2,987	946	0	0	0	0	0	0	13,267	SJC	26,431	50%
Glanone	0	0	0	0	0	0	682	494	226	0	0	1,402	SJC	0	0%
Kennedy	16	1,373	2,054	1,184	1,415	2,784	3,215	964	3,158	2,017	2,800	20,964	SJC	26,431	79%
Lodi Home Base	30	8,307	13,348	14,790	11,503	11,165	14,790	12,221	11,317	7,233	9,359	114,034	SJC	24,779	460%
Lodi UCC	30	6,058	6,624	5,855	5,632	6,573	6,682	595	7,057	6,756	5,575	57,407	SJC	49,558	116%
Manteca Home Base	11	7,143	5,740	6,477	4,518	7,040	6,447	3,335	2,018	68	871	43,858	SJC	9,086	481%
Marci Massel	24	1,924	2,680	2,838	2,834	3,187	3,315	1,869	3,074	1,775	2,346	25,842	SJC	39,646	65%
St. Mary's	24	4,791	3,369	3,162	6,541	4,107	6,003	7,420	7,364	2,265	3,711	48,734	SJC	39,646	123%
Stockton Home Base	78	9,353	11,386	11,847	13,688	11,724	15,010	12,768	12,701	14,333	15,657	128,466	SJC	64,425	199%
Tracy Home Base	12	6,099	4,634	4,532	3,758	3,040	2,046	1,471	1,188	0	0	26,767	SJC	9,912	270%
Walnut	24	3,586	3,040	3,039	4,162	5,619	5,756	4,143	5,555	3,728	3,693	42,323	SJC	39,646	107%
SUBTOTAL IN-KIND	1,945	403,643	392,442	355,378	218,740	179,630	261,936	332,394	359,287	296,211	275,649	3,075,311	0	1,971,337	156%
x															
State General Child Care*		273,064	254,458	266,636	260,460	203,319	238,128	216,189	237,647	211,249	207,732	2,368,883	Kern	3,297,554	72%
State Preschool*		623,046	525,600	542,386	315,917	171,560	375,128	454,961	588,144	526,245	461,074	4,584,061	Kern	6,413,658	71%
State Migrant Child Care*		5,212	7,596	7,442	3,941	907	2,551	3,373	4,053	2,551	3,478	41,103	Kern	0	0%
SUBTOTAL CA DEPT of ED		901,323	787,654	816,465	580,318	375,785	615,807	674,523	829,843	740,045	672,284	6,994,047		9,711,212	72%
x															
State General Child Care*		96,972	128,349	139,529	128,466	109,071	159,715	163,431	185,856	158,866	207,732	1,477,988	SJC	1,175,152	126%
SUBTOTAL CA DEPT of ED		96,972	128,349	139,529	128,466	109,071	159,715	163,431	185,856	158,866	207,732	1,477,988		1,175,152	126%
GRAND TOTAL		1,401,938	1,308,445	1,311,372	927,524	664,486	1,037,458	1,170,348	1,374,986	1,195,122	1,155,665	11,547,346		12,857,701	90%
798,271															
12,345,617															

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 December 31, 2023 (Month 10 of 12)

Percent of year elapsed: **83.3%**

LOCATION	FUNDED ENROLLMENT	Mar 2023	Apr 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Angela Martinez	24	2,332	2,225	2,631	2,925	2,323	2,965	3,755	2,014	3,370	3,000	27,539	103,398	27%
Kern Community College District - BC	32	27,579	13,672	20,450	23,742	22,090	23,937	24,011	24,706	17,964	124	198,275	137,864	144%
KCSOS - Blanton	16	33,685	6,355	8,527	37,414	13,482	29,774	108,940	10,478	10,200	9,500	268,355	68,932	389%
Garden Pathways	11	0	166	0	0	0	0	0	136	0	0	302	47,391	1%
Taft College	42	49,928	44,682	45,507	38,442	18,116	23,296	21,039	22,308	20,926	19,500	303,744	180,947	168%
Escuelita Hernandez	16	57	0	0	0	0	0	0	0	0	0	57	68,932	0%
TBD	11	0	0	0	0	0	0	0	0	0	0	0	47,391	0%
Program Services		0	0	0	0	0	0	0	0	0	0	0		
Admin Services		0	0	0	0	0	0	0	0	0	0	0		
GRAND TOTAL	152	113,580	67,100	77,115	102,524	56,011	79,971	157,745	59,642	52,460	29,124	798,271	654,854	122%

Budget reflects Notice of Award #09CH011132-05-02



MEMORANDUM

To: Budget & Finance Committee

Tracy Webster

From: Tracy Webster, Chief Financial Officer

Date: February 21, 2024

Subject: *Agenda Item 4b*: Annual Budget for Fiscal Year 2024/2025 - **Action Item**

The 2024/2025 annual budget was presented as an information item during the January 2024 Budget and Finance Committee Meeting for review and discussion. Accordingly, the annual budget for the 2024/2025 fiscal year is presented using the following functional categories:

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

The annual operating budget (program services and support services) of \$117,408,059 was developed using individual grant or program budgets prepared by program staff that were combined into the above functional categories. The annual budget for FY 2024/2025 is 7.9% less than the prior year. This reduction is principally related to the capital construction costs budgeted in 2023/2024 which will not be included in 2024/2025. Attached is the FY 2024/2025 annual budget with category support schedules.

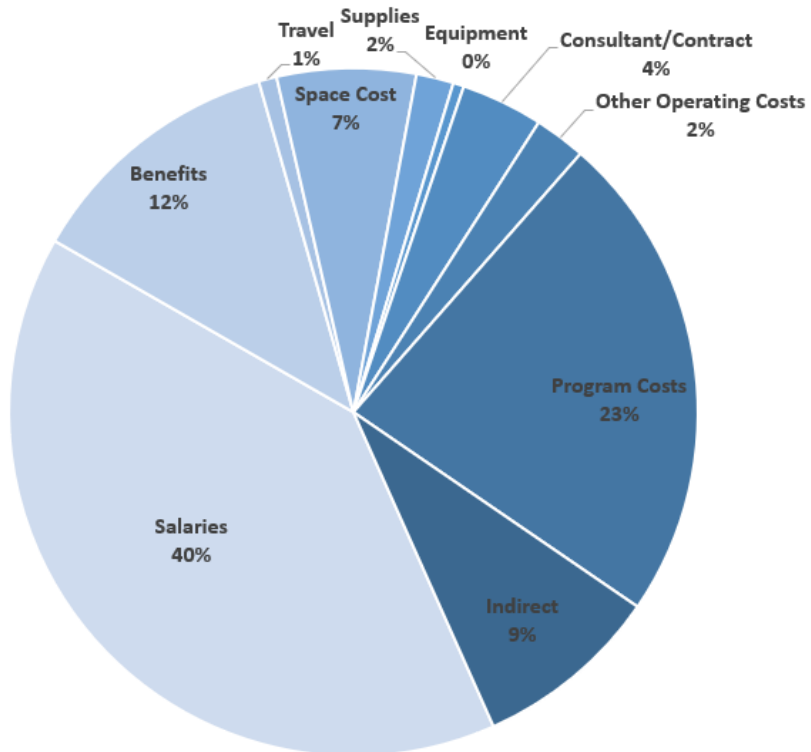
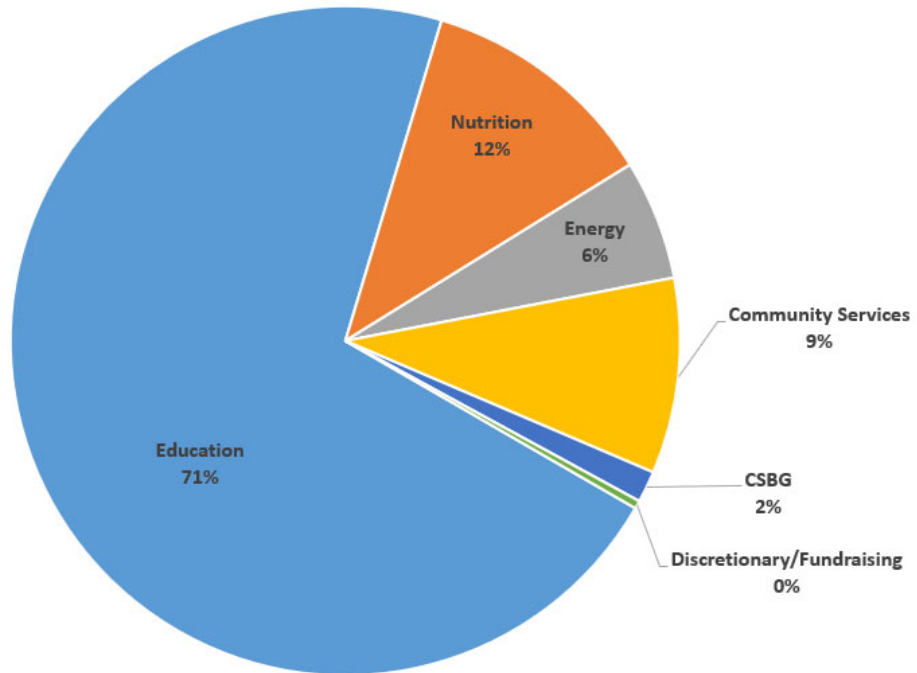
The Indirect budget of \$9,899,096 for the five support divisions: Executive, Human Resources, Finance, Operations, and Community Development Administration is 14.2% greater than the prior year. The Indirect Budget reflects projected costs for additional staff in each component of the five support divisions to improve the level of services provided to agency-wide programs. Fiscal Year 2024/2025 will be the ninth year using the 10% indirect cost rate. 73.5% of the Indirect budget is for personnel costs and 26.5% is for operating costs. Attached is a comparison of the Indirect budget for five years.

Recommendation:

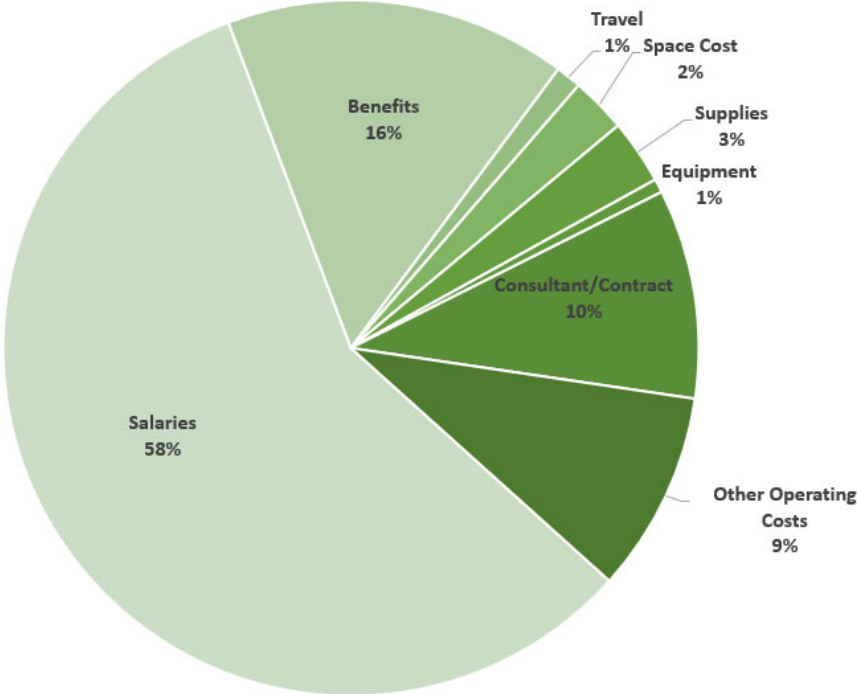
Staff recommends that the Budget and Finance Committee approve the annual budget for 2024/2025.

Attachments: (1) Annual Budget for FY 2024/25
(2) Indirect Budget Comparison for Five Years

AGENCY BUDGET



INDIRECT BUDGET BREAKDOWN



V

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25**

	Program Services					Support Services		Indirect
	Education	Nutrition	Energy Conservation	Community Services	CSBG	Discretionary & Fund Raising	TOTAL	
Revenue								
Government Revenue	\$ 85,225,525	\$ 11,515,329	\$ 6,808,169	\$ 9,392,767	\$ 1,791,327	\$ -	\$ 114,733,117	\$ -
Head Start Subsidy for CACFP	(1,503,663)	1,503,663	-	-	-	-	-	-
Private Revenue	-	50,000	-	1,700,000	-	-	1,750,000	-
Other Revenue	-	253,247	-	-	-	99,065	352,312	10,294,232
Donations	-	222,935	-	-	-	2,486	225,421	-
Total Revenue	\$ 83,721,862	\$ 13,545,174	\$ 6,808,169	\$ 11,092,767	\$ 1,791,327	\$ 101,551	\$ 117,060,850	\$ 10,294,232
Expenditures								
Salaries	34,554,955	4,836,827	2,341,392	4,019,593	965,801	199,565	46,918,133	5,701,891
Benefits	10,676,778	1,502,046	702,424	1,209,558	255,251	64,865	14,410,922	1,575,103
Travel	685,926	118,007	75,000	65,854	40,290	10,000	995,077	117,750
Space Cost	3,006,784	777,795	238,000	3,069,548	276,199	4,981	7,373,307	180,500
Supplies	1,511,872	147,218	125,000	226,696	26,615	18,850	2,056,251	297,772
Equipment	414,100	-	174,425	7,000	-	-	595,525	63,000
Consultant/Contract	1,390,108	648,910	1,815,857	650,904	10,750	6,000	4,522,529	964,000
Other Operating Costs	1,389,059	451,389	505,338	339,482	44,380	108,975	2,838,623	924,080
Program Costs	22,197,906	3,963,297	227,662	729,421	3,000	-	27,121,286	-
Depreciation	282,174	5,000	-	-	-	(5,000)	282,174	75,000
Indirect	7,612,200	1,094,685	603,071	774,711	169,041	40,524	10,294,232	-
Total Expenditures	\$ 83,721,862	\$ 13,545,174	\$ 6,808,169	\$ 11,092,767	\$ 1,791,327	\$ 448,760	\$ 117,408,059	\$ 9,899,096
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (347,209)	\$ (347,209)	\$ 395,136

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
EDUCATION**

	Head Start	State Dept. of Education	San Joaquin COE	County of Kern Home Visit Initiative	Migrant Alternative Payment	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Revenue	39,182,883	11,349,485	2,006,425	4,874,043	27,812,689	85,225,525
Head Start Subsidy for CACFP	(1,503,663)	-	-	-	-	(1,503,663)
Private Revenue	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
Donations	-	-	-	-	-	-
Total Revenue	\$ 37,679,220	\$ 11,349,485	\$ 2,006,425	\$ 4,874,043	\$ 27,812,689	\$ 83,721,862
Expenditures						
Salaries	20,165,672	7,932,053	1,402,190	2,785,694	2,269,346	34,554,955
Benefits	6,332,776	2,364,679	443,732	894,331	641,260	10,676,778
Travel	437,326	-	-	232,000	16,600	685,926
Space Cost	2,744,784	-	-	96,000	166,000	3,006,784
Supplies	1,332,724	-	-	110,148	69,000	1,511,872
Equipment	414,100	-	-	-	-	414,100
Consultant/Contract	1,319,026	20,982	3,600	25,000	21,500	1,390,108
Other Operating Costs	1,166,475	-	-	78,284	144,300	1,389,059
Program Costs	29,882	-	-	196,000	21,972,024	22,197,906
Depreciation	267,774	-	-	14,400	-	282,174
Indirect	3,468,681	1,031,771	156,903	442,186	2,512,659	7,612,200
Total Expenditures	\$ 37,679,220	\$ 11,349,485	\$ 2,006,425	\$ 4,874,043	\$ 27,812,689	\$ 83,721,862
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	31.4%	29.8%	31.6%	32.1%	28.3%	30.9%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
NUTRITION**

	WIC	Snap-ED	Child and Adult Care Food Program (CACFP)			Food Bank	TOTAL
			Kern Central Kitchen	San Joaquin Vended Meals	Subtotal CACFP		
Revenue							
Commuity Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 401,831	\$ 401,831
Other Government Revenue	4,409,835	1,824,793	1,823,278	203,206	2,026,484	3,254,217	11,515,329
Head Start Subsidy for CACFP	-	-	1,282,683	220,980	1,503,663	-	1,503,663
Private Revenue	-	-	-	-	-	50,000	50,000
Other Revenue	-	-	-	-	-	253,247	253,247
Donations	-	-	-	-	-	222,935	222,935
Total Revenue	\$ 4,409,835	\$ 1,824,793	\$ 3,105,961	\$ 424,186	\$ 3,530,147	\$ 4,182,230	\$ 13,947,005
Expenditures							
Salaries	2,553,500	655,319	845,440	-	845,440	1,063,569	5,117,828
Benefits	791,585	206,245	258,814	-	258,814	329,702	1,586,346
Travel	10,000	33,307	27,000	-	27,000	47,700	118,007
Space Cost	420,368	49,627	121,700	-	121,700	186,100	777,795
Supplies	43,500	16,887	6,000	-	6,000	80,831	147,218
Equipment	-	-	-	-	-	-	-
Consultant/Contract	-	648,910	-	-	-	-	648,910
Other Operating Costs	177,489	48,608	62,600	-	62,600	162,692	451,389
Program Costs	7,500	-	1,618,654	36,247	1,654,901	1,931,431	3,593,832
- Vended Meals	-	-	-	369,465	369,465	-	369,465
Depreciation	5,000	-	-	-	-	-	5,000
Indirect	400,893	165,890	165,753	18,474	184,227	380,205	1,131,215
Total Expenditures	\$ 4,409,835	\$ 1,824,793	\$ 3,105,961	\$ 424,186	\$ 3,530,147	\$ 4,182,230	\$ 13,947,005
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	31.0%	31.5%	30.6%		30.6%	31.0%	31.0%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
ENERGY CONSERVATION**

	Energy Conservation
Revenue	
Community Services Block Grant (CSBG)	\$ -
Other Government Revenue	6,808,169
Private Revenue	-
Other Revenue	-
Donations	-
Total Revenue	\$ 6,808,169
Expenditures	
Salaries	2,341,392
Benefits	702,424
Travel	75,000
Space Cost	238,000
Supplies	125,000
Equipment	174,425
Consultant/Contract	1,815,857
Other Operating Costs	505,338
Program Costs	227,662
Depreciation	-
Indirect	603,071
Total Expenditures	\$ 6,808,169
Gain/(Loss)	\$ -
Benefit Rate	30.0%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
COMMUNITY SERVICES**

	211	Housing Services	E Kern Family Resource Center	Ridgecrest Resource Center	VITA	Vaccine Equity Project	School Community Partnership	Diaper Distribution Pilot	KCCD CERF	Youth Centers	TOTAL
Revenue											
Community Services Block Grant (CSBG)	\$ 267,826	\$ 225,054	\$ 47,732	\$ -	\$ 192,413	\$ -	\$ -	\$ -	\$ -	\$ 594,963	\$ 1,327,988
Other Government Revenue	1,299,790	5,580,477	297,799	176,248	1,163,056	48,333	500,000	83,333	65,090	178,641	9,392,767
Private Revenue	-	1,700,000	-	-	-	-	-	-	-	-	1,700,000
Other Revenue	-	-	-	-	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	\$ 1,567,616	\$ 7,505,531	\$ 345,531	\$ 176,248	\$ 1,355,469	\$ 48,333	\$ 500,000	\$ 83,333	\$ 65,090	\$ 773,604	\$ 12,420,755
Expenditures											
Salaries	953,639	2,315,320	187,034	121,503	405,470	8,003	276,069	52,252	41,336	314,328	4,674,954
Benefits	288,127	714,084	56,762	30,376	80,194	3,430	85,581	16,198	12,778	86,502	1,374,032
Travel	2,370	27,347	10,000	2,000	17,655	-	16,176	500	1,733	13,363	91,144
Space Cost	78,000	2,958,207	39,917	9,000	40,625	-	1,325	4,800	1,173	212,700	3,345,747
Supplies	45,339	147,500	200	1,500	20,645	-	8,650	-	2,151	24,326	250,311
Equipment	-	-	-	-	7,000	-	-	-	-	-	7,000
Consultant/Contract	-	7,500	-	-	554,153	32,506	66,745	-	-	750	661,654
Other Operating Costs	75,985	135,650	15,125	5,090	99,944	-	-	2,007	-	48,061	381,862
Program Costs	-	674,884	-	-	53,237	-	-	-	-	4,300	732,421
Depreciation	-	-	-	-	-	-	-	-	-	-	-
Indirect	124,156	525,039	36,493	6,779	76,546	4,394	45,454	7,576	5,919	69,274	901,630
Total Expenditures	\$ 1,567,616	\$ 7,505,531	\$ 345,531	\$ 176,248	\$ 1,355,469	\$ 48,333	\$ 500,000	\$ 83,333	\$ 65,090	\$ 773,604	\$ 12,420,755
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	30.2%	30.8%	30.3%	25.0%	19.8%	42.9%	31.0%	31.0%	30.9%	27.5%	29.4%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
COMMUNITY SERVICES BLOCK GRANT (CSBG)**

	Food Bank	211	E Kern	VITA	Youth Ctrs	Housing Services	Program Admin	TOTAL
Revenue								
Community Services Block Grant (CSBG)	\$ 401,831	\$ 267,826	\$ 47,732	\$ 192,413	\$ 594,963	\$ 225,054	\$ 61,508	\$ 1,791,327
Other Government Revenue	-	-	-	-	-	-	-	-
Private Revenue	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	-
Donations	-	-	-	-	-	-	-	-
Total Revenue	\$ 401,831	\$ 267,826	\$ 47,732	\$ 192,413	\$ 594,963	\$ 225,054	\$ 61,508	\$ 1,791,327
Expenditures								
Salaries	281,001	194,782	11,070	87,421	235,135	126,953	29,439	965,801
Benefits	84,300	48,696	2,214	19,233	58,784	35,547	6,477	255,251
Travel	-	-	4,000	11,000	5,790	4,500	15,000	40,290
Space Cost	-	-	15,000	24,400	206,720	30,079	-	276,199
Supplies	-	-	200	9,220	9,695	4,500	3,000	26,615
Equipment	-	-	-	-	-	-	-	-
Consultant/Contract	-	-	-	5,000	750	5,000	-	10,750
Other Operating Costs	-	-	-	16,575	25,055	750	2,000	44,380
Program Costs	-	-	-	3,000	-	-	-	3,000
Depreciation	-	-	-	-	-	-	-	-
Indirect	36,530	24,348	15,248	16,564	53,034	17,725	5,592	169,041
Total Expenditures	\$ 401,831	\$ 267,826	\$ 47,732	\$ 192,413	\$ 594,963	\$ 225,054	\$ 61,508	\$ 1,791,327
Gain/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Rate	30.0%	25.0%	20.0%	22.0%	25.0%	28.0%	22.0%	26.4%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
DISCRETIONARY FUND & FUND RAISING FUND**

	Discretionary	CAPK Foundation	Total
Revenue			
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -
Other Government Revenue	-	-	-
Private Revenue	-	-	-
Other Revenue	-	66,065	66,065
Donations	2,486	-	2,486
Transfer Released From Restriction	(347,209)	347,209	-
Total Revenue	\$ (344,723)	\$ 413,274	\$ 68,551
Expenditures			
Salaries	-	199,565	199,565
Benefits	-	64,865	64,865
Travel	-	10,000	10,000
Space Cost	2,000	2,981	4,981
Supplies	-	18,850	18,850
Equipment	-	-	-
Consultant/Contract	-	6,000	6,000
Other Operating Costs	5,260	103,715	108,975
Program Costs	-	-	-
Depreciation	(5,000)	-	(5,000)
Indirect	226	40,298	40,524
Total Expenditures	\$ 2,486	\$ 446,274	\$ 448,760
Fund Balance	-	33,000	33,000
Gain/(Loss)	\$ (347,209)	\$ -	\$ (347,209)
Benefit Rate	0.0%	32.5%	32.5%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
INDIRECT FUND**

	Human Resources	Operations	Executive	Finance	Community Development	TOTAL
Revenue						
Community Services Block Grant (CSBG)	\$ -	\$ -	\$ -	\$ -		\$ -
Other Government Revenue	-	-	-	-		-
Private Revenue	-	-	-	-		-
Other Revenue	-	-	-	-		10,294,232
Donations	-	-	-	-		-
Total Revenue	\$ -	\$ -	\$ -	\$ -		\$ 10,294,232
Expenditures						
Salaries	981,292	1,734,146	429,259	1,888,413	668,781	5,701,891
Benefits	294,388	468,220	133,070	472,103	207,322	1,575,103
Travel	9,000	37,000	27,200	21,000	23,550	117,750
Space Cost	-	180,500	-	-	-	180,500
Supplies	87,000	108,000	17,500	40,000	45,272	297,772
Equipment	-	56,000	-	-	7,000	63,000
Consultant/Contract	103,500	248,000	16,500	523,000	73,000	964,000
Other Operating Costs	83,630	551,850	95,900	55,900	136,800	924,080
Program Costs	-	-	-	-	-	-
Depreciation	-	75,000	-	-	-	75,000
Indirect	-	-	-	-	-	-
Total Expenditures	\$ 1,558,810	\$ 3,458,716	\$ 719,429	\$ 3,000,416	\$ 1,161,725	\$ 9,899,096
Gain/(Loss)						\$ 395,136
Benefit Rate	30.0%	27.0%	31.0%	25.0%	31.0%	27.6%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
INDIRECT FUND - FIVE YEAR HISTORY**

Line Items	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	FY 2023/24 Budget	PROPOSED FY 2024/25 Budget	% Change 2024/25 Budget to 2023/24 Budget
Revenue	\$ 5,799,844	\$ 6,862,349	\$ 7,471,110	\$ 7,917,489	\$ 10,107,416	\$ 10,294,232	1.8%
Expenditures							
Personnel Costs							
Salaries	3,070,550	3,601,982	3,983,144	4,342,212	4,684,733	5,701,891	21.7%
Benefits	756,241	875,486	931,312	982,302	1,216,557	1,575,103	29.5%
<i>Benefit Rate</i>	24.6%	24.3%	23.4%	22.6%	26.0%	27.6%	
Total Personnel Costs	\$ 3,826,791	\$ 4,477,468	\$ 4,914,456	\$ 5,324,514	\$ 5,901,290	\$ 7,276,994	23.3%
	72.5%	71.2%	71.9%	70.0%	59.6%	73.5%	
Operating Costs							
Travel	93,650	56,750	62,350	71,150	88,000	117,750	33.8%
Space Costs	186,800	193,300	206,370	215,700	386,450	255,500	-33.9%
Supplies	166,500	119,400	150,200	195,000	264,650	297,772	12.5%
Equipment	-	-	196,000	-	200,000	63,000	-68.5%
Consultant/Contract	659,100	1,144,066	956,000	1,288,000	1,049,000	964,000	-8.1%
Other Operating Costs	345,050	298,600	352,750	511,107	780,300	924,080	18.4%
Total Operating Costs	\$ 1,451,100	\$ 1,812,116	\$ 1,923,670	\$ 2,280,957	\$ 2,768,400	\$ 2,622,102	-5.3%
	27.5%	28.8%	28.1%	30.0%	31.9%	26.5%	
Total Expenditures	\$ 5,277,891	\$ 6,289,584	\$ 6,838,126	\$ 7,605,471	\$ 8,669,690	\$ 9,899,096	14.2%
Excess Indirect Revenue	\$ 521,953	\$ 572,765	\$ 632,984	\$ 312,018	\$ 1,437,726	\$ 395,136	-72.5%

RECAP - EXPENDITURES BY SUPPORT DIVISION	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	FY 2023/24 Budget	PROPOSED FY 2024/25 Budget	% Change 2024/25 Budget to 2023/24 Budget
Operations	\$ 1,355,800	\$ 2,113,869	\$ 2,324,790	\$ 2,272,794	\$ 2,952,565	\$ 3,458,716	17.1%
Human Resources	1,034,632	917,844	1,262,307	1,288,307	1,302,127	1,558,810	19.7%
Finance	1,563,775	1,757,619	1,786,550	2,256,840	2,550,906	3,000,416	17.6%
Community Development	705,930	-	-	-	1,329,568	1,161,725	-12.6%
Executive	612,204	1,145,335	1,133,815	1,337,079	534,524	719,429	34.6%
TOTAL	\$ 5,272,341	\$ 5,934,667	\$ 6,507,462	\$ 7,155,020	\$ 8,669,690	\$ 9,899,096	14.2%

**COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
AGENCY-WIDE - FIVE YEAR HISTORY**

EXPENDITURES BY PROGRAM SERVICE	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	FY 2023/24 Budget	PROPOSED FY 2024/25 Budget	% Change 2024/25 Budget to 2023/24 Budget
Education	\$ 54,886,617	\$ 60,024,566	\$ 61,574,517	\$ 61,141,000	\$ 88,094,416	\$ 83,721,862	-5.0%
Nutrition	8,687,954	9,221,197	9,378,845	24,852,123	19,219,609	13,545,174	-29.5%
Energy Conservation	5,746,308	6,867,228	6,424,164	6,322,316	5,421,814	6,808,169	25.6%
Community Services	1,549,312	4,715,591	4,764,987	6,414,298	9,562,696	11,092,767	16.0%
CSBG	1,489,531	1,489,531	1,535,543	1,530,496	1,791,327	1,791,327	0.0%
Discretionary & Fund Raising	41,233	203,689	284,270	311,758	3,423,525	448,760	-86.9%
COVID Response	-	-	4,259,035	3,602,032	-	-	0.0%
Total Annual Budget	\$ 72,400,955	\$ 82,521,802	\$ 88,221,361	\$ 104,174,023	\$ 127,513,387	\$ 117,408,059	-7.9%

RECAP - EXPENDITURES BY CATEGORY	FY 2019/20 Budget	FY 2020/21 Budget	FY 2021/22 Budget	FY 2022/23 Budget	FY 2023/24 Budget	PROPOSED FY 2024/25 Budget	% Change 2024/25 Budget to 2023/24 Budget
Salaries	\$ 30,816,989	\$ 33,631,062	\$ 38,932,538	\$ 38,578,242	\$ 46,717,452	\$ 46,918,133	0.4%
Benefits	9,792,653	10,374,228	11,352,568	11,160,531	14,052,314	14,410,922	2.6%
Travel	604,666	814,611	723,003	721,930	943,184	995,077	5.5%
Space Cost	7,496,553	10,436,885	8,378,137	23,204,587	16,448,026	7,373,307	-55.2%
Supplies	2,343,556	2,061,180	2,639,488	3,253,861	3,090,339	2,056,251	-33.5%
Equipment	99,000	92,760	291,353	831,379	1,806,455	595,525	-67.0%
Consultant/Contract	2,765,704	4,177,786	4,224,507	3,795,550	3,767,972	4,522,529	20.0%
Other Operating Cost	2,805,782	2,720,184	2,571,193	3,452,283	2,800,371	2,838,623	1.4%
Program Costs	9,513,508	11,039,753	11,336,024	11,277,182	27,462,618	27,121,286	-1.2%
Depreciation	362,700	311,004	301,440	301,440	317,240	282,174	-11.1%
Indirect	5,799,844	6,862,349	7,471,110	7,597,038	10,107,416	10,294,232	1.8%
TOTAL	\$ 72,400,955	\$ 82,521,802	\$ 88,221,361	\$ 104,174,023	\$ 127,513,387	\$ 117,408,059	-7.9%



MEMORANDUM

To: Budget & Finance Committee

From: Jerry Meade, Assistant Director ~ Program

Date: February 21, 2024

Subject: *Agenda Item 4c*: Head Start Expenditure Authorization – **Action Item**

Over the last several months, the Head Start and State Child Development Division has been preparing to relocate 141 program and administrative team members to CAPK's new Main Office located at 1300 18th Street in Bakersfield. This large group of employees were previously assigned to report to one of three different facilities: Business Park North (BPN), Kaiser, or the Angela Martinez Child Development Center. Consolidating the team to report to the one location has been thoroughly planned to ensure the least disruption for employees as well as the clients served.

The team members formerly assigned to individual offices with individual desks will transition to an environment where individual cubicle workstations will be assigned. The nineteen Head Start offices located on 18th Street 2nd floor will be limited to managers and senior leadership. This requires the acquisition of 122 new workstations for the balance of the team. Wherever possible, existing furnishings were retained to use at the new location. The balance of office furniture was repurposed at other Head Start facilities or discarded when appropriate.

The priorities set when selecting the new workstations included a commitment to a reasonable expenditure while remaining consistent in the professional work environments in the other CAPK departments at 18th Street. Additionally, efforts were made to link teams together with work pods by department, team proximity to their assigned supervisors and the inclusion of casual and formal gathering areas throughout the second floor.

When selecting the vendor for this purchase, program staff in partnership with Operations, elected to use a cooperative procurement process. The use of cooperative vendors supported a quicker turnaround time while still meeting the requirements of CAPK's Financial Policies and Procedures, as well as the regulations in which Head Start is required to follow. The selection of Indoff as the vendor also supported the goal to remain consistent with the work environments used throughout the facility. Several meetings were held with the vendor and architect to build out the 2nd floor's furnishing to meet the needs of the HS division. CAPK's Operations team was instrumental in coordinating the efforts to repurpose what was currently available and determine what needs to be purchased. A total of 141 workstations were designed and applied to the available square footage at 18th Street's 2nd floor. 122 cubicles, 19 offices, 39 additional storage solutions, 5 conference/training rooms, and 3 indoor and 1 outdoor employee lounge/wellness areas are included in the attached quote. The total cost of \$540,059.60 divided by the 141 employees to inhabit the space is \$3,830.21 per person.

The fiscal impact of this purchase, though significant, was anticipated. Program staff have designated portions of the Carry Over Funding and current year base funding to support these expenditures. Allocations were reviewed in partnership with the Finance Division to expense across HS/EHS and

KCDHS contracts as appropriate using our traditional space cost method. Items will be applied to both the Supply and Equipment categories with equipment being added CAPK's equipment inventory. The significance of this expense requires approval for the Board of Directors as it exceeds the Chief Executive Officer's spending authority.

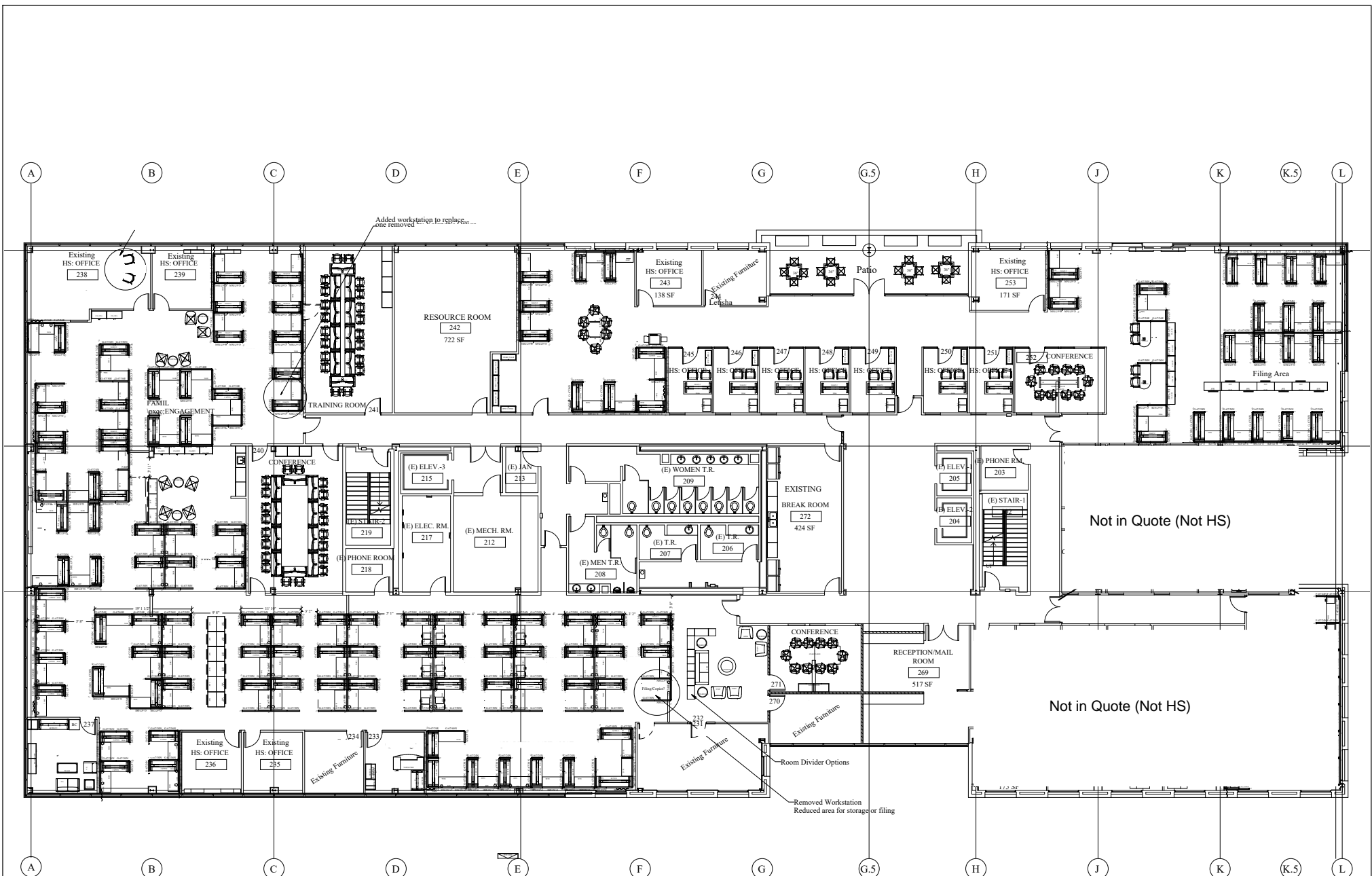
Recommendation

Staff recommends the Board of Directors approve the expenditure as quoted from Indoff for the Head Start program furnishings for the 18th Street facility.

Attachments:

18th Street 2nd Floor Site Map

Indoff 2nd Floor Quote



141 Total HS/HVP Staff @18th St.

122 Cubicles (92 HS & 30 HVP)

19 Offices (17 HS & 2 HVP)

10 New/Supplemented Furnishing (in quote)

9 Using Existing (not in quote)

39 Additional Storage Cabinets/File Drawer Furnishings

5 Conference/Training Rooms

2 Large (up to 25)

3 Small (up to 10)

3 Indoor Employee Lounge/Wellness Areas

1 Outdoor Employee Lounge/Wellness Areas (Durable Patio Furnishings)

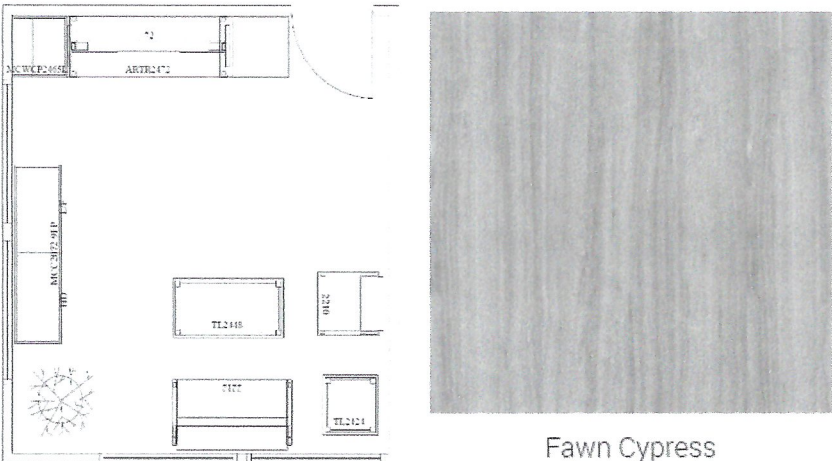
Dana Miller
Email: dana.miller@indoff.com
Phone: 661-587-6127 Fax: 661-587-6128

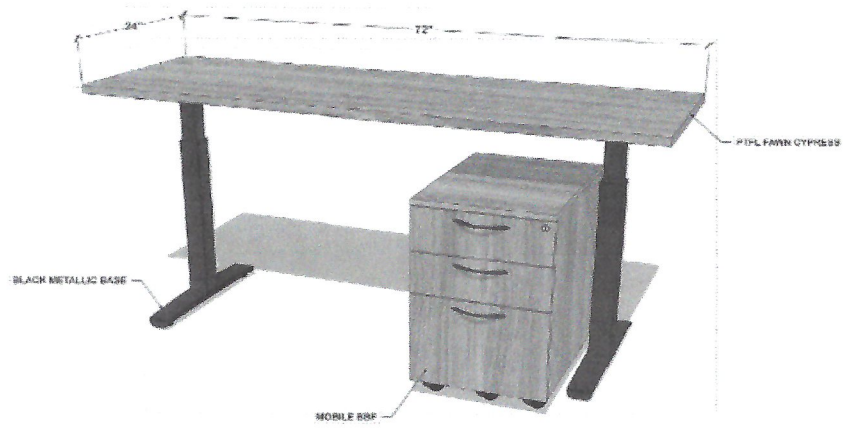
Bill To: Community Action Partner of Kern
1300 18th St 3rd Fl
Bakersfield, CA 93301

Ship To: Attn: Maria Contreras
Community Action Partner of Kern
1300 18th Street
2nd Floor
Bakersfield, CA 93301

Customer	Purchase Order Number	Department/Tag
403279	Quote	CAPK- 2nd Floor HeadStart
Sales Person	Date Requested	
Dana Miller	2024-01-17	

Customer Instructions
TIPS Contract Pricing
Indoff TIPS Contract #230301

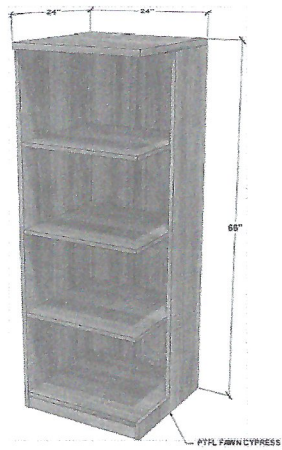
Qty	UM	Item	Description	Unit Price	Extended Price
1.00	EA			0.00	0.00
					
1.00	EA	HV-WS01-2472-T1-A1	Height Adhustable Desk Hover rectangular worksurface 24W x 72L. TFL with PVC edge. **NO STIFFENER BAR**. PTFL Fawn Cypress	225.00	225.00
1.00	EA	ML-2STG-2472-BK	Hover Boost Height Adjustable Base, 2- Segment Column Quick Install, 24" Footbase, 41" to 68" Frame Length. Black	443.00	443.00
1.00	EA	SS-MBLP-1622	MOBILE BOX/BOX/FILE PEDESTAL PTFL : Cyp;ress Fawn PULLS: 101BL	761.00	761.00



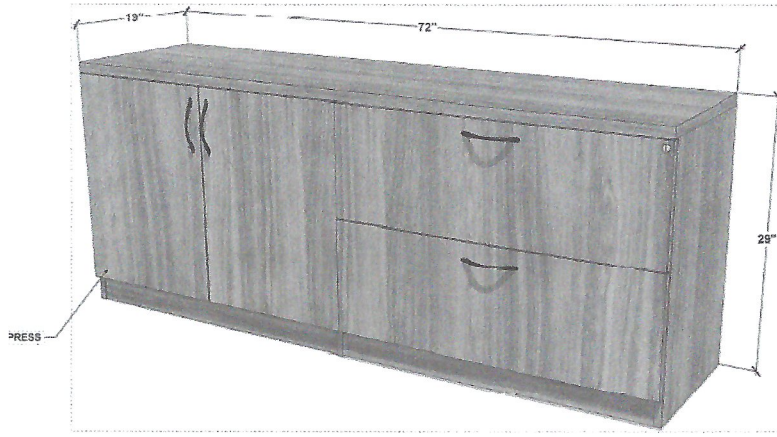
1.00	EA	SS-PSCB-2466-R-A1	Personal Storage Cabinet 24Dx24Wx66H Personal Storage Cabinet Right Box-Box-File Pedestal, Lock (Pedestal only), Pulls:101BL PVC Edge PTFL: Cypress Fawn	1,910.00	1,910.00
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1.00	EA	SS-TSBC-2466-R-A1	Right Square Bookcase 24Dx24Wx66H Square Corner Bookcase, Right Case PVC Edge. PTFL: Cypress Fawn	722.00	722.00
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1.00	EA	SS-LFSC-1929-A1	Storage Credenza 19Dx72Wx29H Double-Wide Lateral Storage Cabinet Combo Lock (Lock on Lateral only), Pulls: 101BL PVC Edge.	1,686.00	1,686.00
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1.00 EA MLL52-M19

Mill Lane Loveseat
M19 Navy Upholstery
Wood Legs: Espresso

299.00

299.00



1.00 EA MLL51-M19

Mill Lane Chair
M-19 Navy Upholstery
Wood Legs : Espresso

239.00

239.00



1.00 EA CPH12

AVE SIX MID CENTURY COFFEE TABLE
24 X 45 WALNUT FINISH

215.00

215.00



1.00 EA CPH17

Copenhagen Accent Table
21.5 x 21.5 x 20.25h
Walnut Finish

132.00

132.00



1.00 EA

0.00

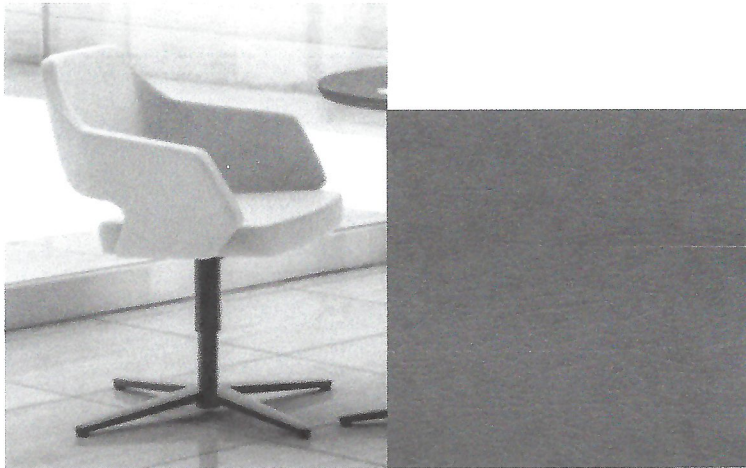
0.00

2.00 EA 6915

Flirt Swivel Base Guest Chair
Black base
COM Upholstery: 2.25 yds ea
Ultra Fabric: Ultraleather 291-26875 Byou

1,202.75

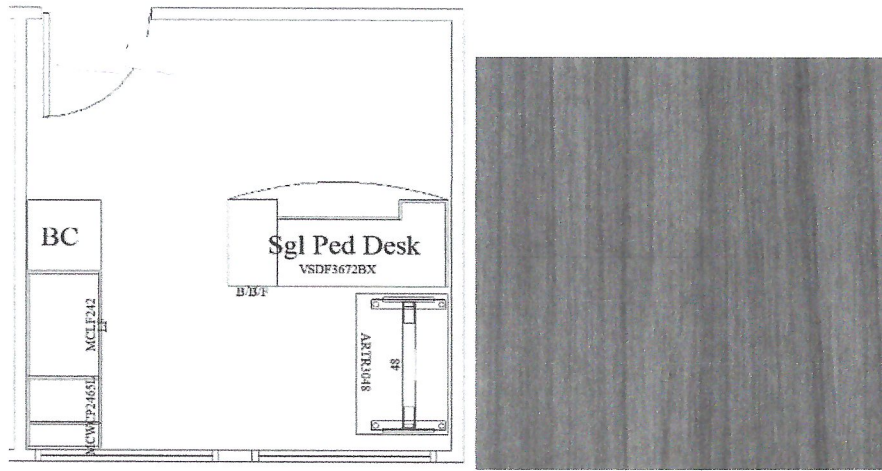
2,405.50



1.00 EA

0.00

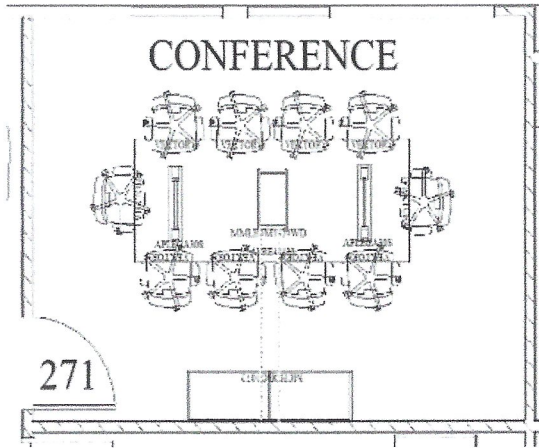
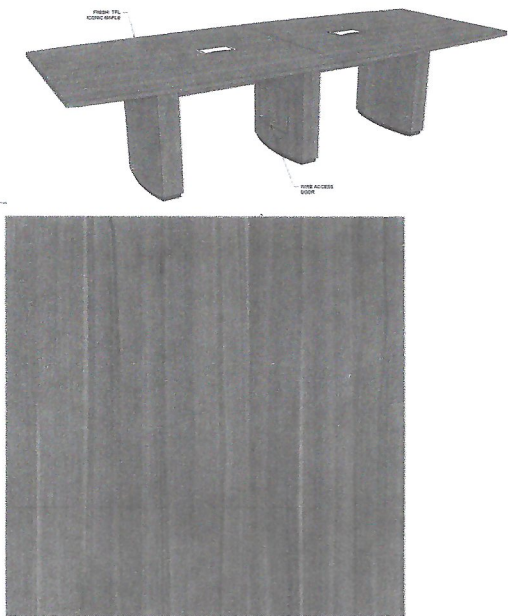
0.00



1.00	EA	NAPA BOW FRONT	NAP-289-SGW 71 X 40 BOW FRONT DESK TOP SLATE GREY ANP-200 GLASS MODESTY PANEL NAP-265-SGW 36" BOX/BOX/FILE PEDESTAL IN SLATE GREY NAP-271-SGW 36" DEEP FALL PEDESTAL SLATE GREY	575.00	575.00
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1.00	EA	842T3060-S/A2EB22-SV	ELECTRIC HEIGHT ADJUSTABLE DESK 30 X 559 SLATE GREY LAMINATE TOP 2 STAGE HEIGHT ADJUSTABLE BASE IN SILVER	479.00	479.00
1.00	EA	NAP-12-SGW	2 DRAWER LATERAL FILE 22.5D X 36W SLATE GREY	335.00	335.00
1.00	EA	NAP-53-SGW	OPEN BOOKCASE HUTCH SLATE GREY SIT ON TOP OF LATERAL FILE	120.00	120.00
1.00	EA	NAP-152-SGW	24W X 22.5D X 65H PERSONAL STORAGE CABINET WITH BOX/BOX/FILE PEDESTAL AND WARDROBE SLATE GREY	502.00	502.00
1.00	EA			0.00	0.00



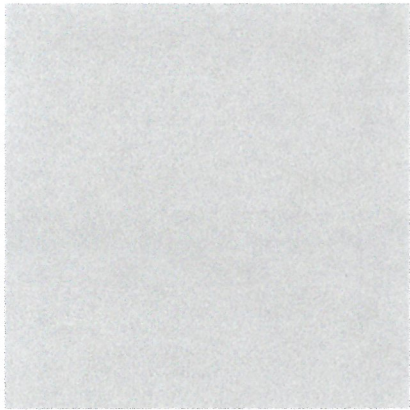
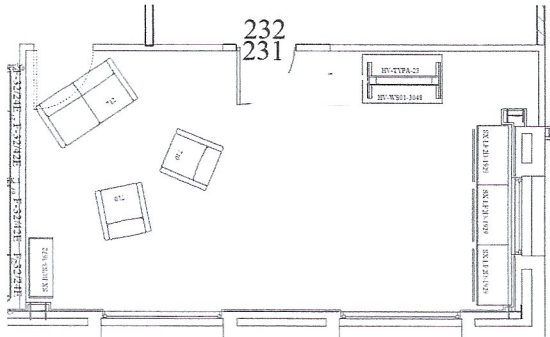
Driftwood

2.00	EA	CF-BOT2-4820-T1-A1	42-48Dx120W' Boatshape Conference Table Top -- 2 Piece. 1-1/8' thick. 2mm PVC edge. ***Please note that grain pattern will not line up perfectly at seam*** Grommet: _____ Location: _____ TFL: Driftwood	862.00	1,724.00
2.00	EA	CF-BBT3-24-120	Boatshaped Base and Wire Management Stretcher Trough for 1, 2 or 3 Piece Table Top: 48Wx120L. Bases: (3) Size: 24"W . Stretcher: (2) Size: 28-1/2"L ***DM CS: Check with customer to add Options for Access Door (OP-CONF-57) and/or Horseshoe Cutout (OP-CONF-NOTCH). Option is PER BASE. TFL: Driftwood	2,043.50	4,087.00
2.00	EA	OP-CONF-57	Add Wire Access Door to Boatshape Base	133.50	267.00
4.00	EA	AC-DPGR-72-BK	9" Recessed-Power/USB/Data;2-Outlets above/1-Outlet below/2-USB; Cut-Out/s for: 1-Interface Plate/2-Keystone Opening; Add-On/s: Jacks not included; Cord: 144"L/15A; MPN: ACT-21U-S-144; Finish: Black; DM NOTES: *Stand-Alone* Cut-Out Size: 8.50"X4.75" CUT16	520.00	2,080.00
4.00	EA	AC-ELV2-HDMI-B	Accessories-HDMI JACK; Black. MPN: HDMI-KEY-B	47.50	190.00
1.00	EA	SX-STDB-1972-A1 * CONF 271	19 x 72 4 Door Credenza TFL: Driftwood Pulls 101BL	1,235.00	1,235.00
1.00	EA	CF-RTR1-4284-??-??	42 x 84 Racetrack conference table top TFL: Driftwood Edge H1A1	695.00	695.00
1.00	EA	CF-BPS2-20-84	Torrance Base TFL: Driftwood	286.00	286.00

26.00	EA	1203 BK2 MB MC21 US FC1 VG2ARO * 271-10, 252-10, 6-	MODEL # 1203 BK2 MB MC21 US FC1 VG2 AR0 T BT1 BC1 CH1 CS5 KD HEXY HIGH BACK GREY MESH BACK BLACK VINYL SEAT NO ARMS	285.00	7,410.00
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1.00	EA			0.00	0.00
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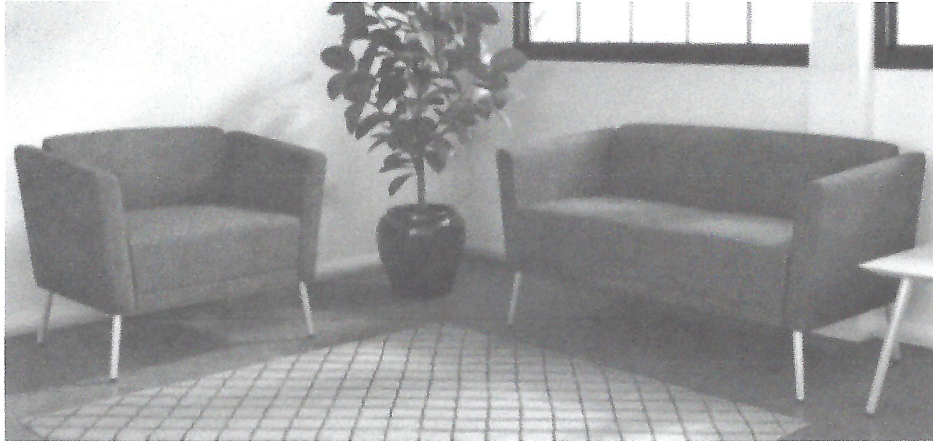
French Grey*



Silverwood

1.00	EA	ML-2STG-2472-BK	Hover Boost Height Adjustable Base, 2- Segment Column Quick Install, 24" Footbase, 41" to 68" Frame Length. Black	443.00	443.00
1.00	EA	HV-WS01-3048-T1-A1	Height Adhustable Desk Hover rectangular worksurface 30D X 48W . TFL with PVC edge. **NO STIFFENER BAR**. PTFL Silverwood	237.00	237.00

1.00	EA	SS-BCSE-3672-A	Bookcase 12"d x 36w x 72h TFL: Silverwood	551.00	551.00
3.00	EA	SS-LF2D-1929-A1	Storage Credenza 19Dx36W x29H 2 Drawer lateral file with Lock Pulls: 101BL Top TFL: Silverwood Premium Chassis: French Grey	766.00	2,298.00
2.00	EA	2301	BREEZE LOUNGE CHAIR BLACK LEGS GRADE 6 FAB RIC: TBD	1,102.50	2,205.00
1.00	EA	2302	BREEZE LOVESEAT BLACK LEGS GRADE 6 FAB RIC: TBD	1,750.50	1,750.50



1.00	EA	PATIO FURNITURE	THE FOLLOWING IS THE LIST OF FURNITURE FOR 2DN FLOOR PATIO	0.00	0.00
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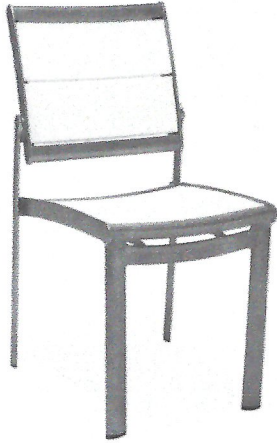
Slate Gray Texawood Finish (Seascape)
GY

Black
BKN

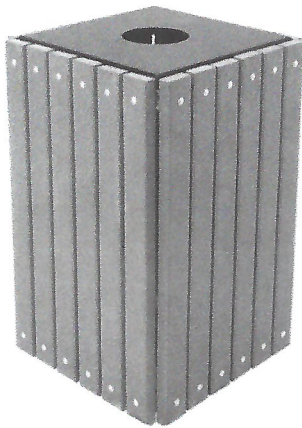
4.00	EA	M82042	SEASCAPE 6' BENCH WITH BACK AND ARMS * PORTABLE BKN- BLACK METAL FINISH GY- SLAT GREY TEXAWOOD LUMBER	1,039.66	4,158.64
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16.00	EA	M82010	SEASCAPE ARMLESS SIDE CHAIR, STACKING BKN- BLACK METAL FINISH GY- SLAT GREY TEXAWOOD LUMBER	377.95	6,047.20
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2.00	EA	TRSQ-32-GRY	32 Gal Trash Receptacle Grey Recycled Plastic planks (2) PFT-32-TRSQ Black powder coated Lids (2) PL-32 32 Gal plastic liner	1,514.00	3,028.00
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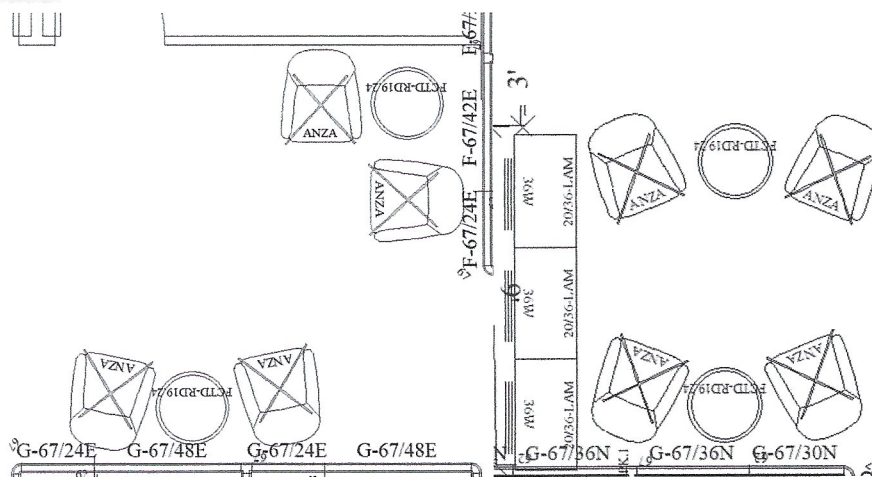


4.00	EA	M82036-ST	SEASCAPE 36" SQUARE DINING TABLE WITH UMBRELLA HOLE BKN- BLACK METAL FINISH GY- SLAT GREY TEXAWOOD LUMBER	496.49	1,985.96
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1.00	EA	OPEN OFFICE STORAGE AND FILING		0.00	0.00
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7.00	EA	CG-12F4	42w x 18-14d x 65-7/8h DBL DOOR STORAGE CABINET 4 ADJUSTABLE SHELVES PULL OPTION : A FULL PULL FINISH: 0257 HM-LIGHT GREY STANDARD LOCK (2 Keyed alike, 5-keyed alike)	849.55	5,946.85
4.00	EA	CG-07F2	30W X 18-1/4D X 51-38H DBL DOOR STORAGE CABINET 3 ADJUSTABLE SHELVES PULL OPTION : A FULL PULL FINISH: 0257 HM-LIGHT GREY STANDARD LOCK KEYED ALIKE	620.75	2,483.00
1.00	EA	FACTORY FREIGHT	SHIPPING ON STORAGE CABINETS	425.00	425.00
3.00	EA	FLFSQP-3-36-MET 4	3 DRAWER LATERAL FILE 36W X 20D X 40H FINISH: LIGHT GRAY KEYED ALIKE	575.00	1,725.00
12.00	EA	FLFSQP-4-36-MET	4 DRAWER LATERAL FILE 36W X 20D X 51.5H BAR PULL FINISH: LG LIGHT GRAY KEYED ALIKE	705.00	8,460.00
7.00	EA	FLFSQP-3-42-MET.....	3 DRAWER LATERAL FILE 42W X 20D X 40H FINISH: LG LIGHT GRAY KEYED ALIKE	622.00	4,354.00
15.00	EA	FLFCW-36	COUNTER WEIGHT FOR 36" LATERALS	32.00	480.00
7.00	EA	FLFCW-42	COUNTER WEIGHT FOR 42" WIDE LATERAL FILE	32.00	224.00
78.00	EA	FFB	FRONT TO BACK FILE BARS FOR LATERAL FILES	8.00	624.00
6.00	EA	FLFSQTOP.2072	LAMINATE TOP FOR LATERAL FILE 20D X 72W (FIT OVER 2 36" LATERALS) LAMINATE: ARCTIC	165.75	994.50
3.00	EA	FLFSQTOP.2036	LAMINATE TOP FOR LATERAL FILE 20D X 36W LAMINATE: ARCTIC	84.75	254.25
7.00	EA	FLFSQTOP.2042.....	20"x 42" Lateral File Laminate Top... LAMINATE: ARCTIC	93.25	652.75
1.00	EA	EMPLOYEE LOUNGE AREAS		0.00	0.00



8.00	CR	FAR-SYS-CH-06-STEEL	JEST LOUNGE CHAIR WITH METAL Y-BASE BASE IN SILVER UPHOLSTERY: HARRISON STEEL (2 PER CARTON)	959.00	7,672.00
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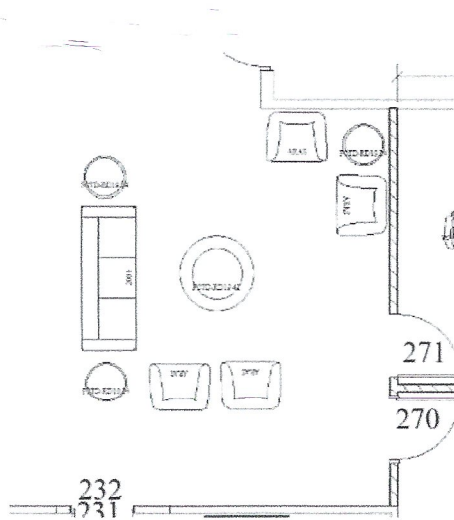
PF1001-4
STEEL

4.00	EA	FCTD-RD19.24 MET	Disc Base Table, 19"H, 24" Round Top M28 Arctic E31 PVC: Arctic MET Brushed Metal Base	373.00	1,492.00
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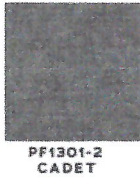
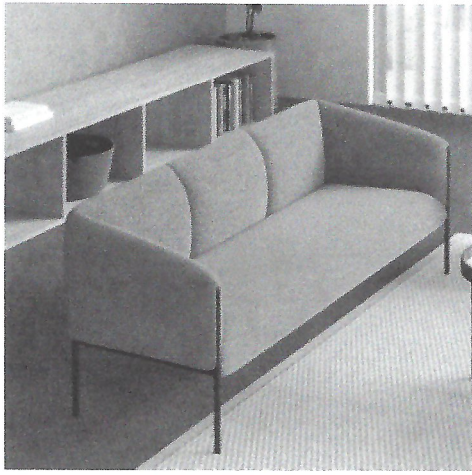


M28
ARCTIC

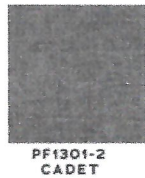
1.00	EA			0.00	0.00
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1.00	EA	FL7106-3 PF1301-2	Aras 3 seater Sofa Black legs upholstery PF1301-2 Cadet (Blue)	1,722.00	1,722.00
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4.00 EA F711 PF1301-2 Alder Lounge chair 649.00 2,596.00
 Black frame
 Upholstery PF1301-2 Cadet (Blue)



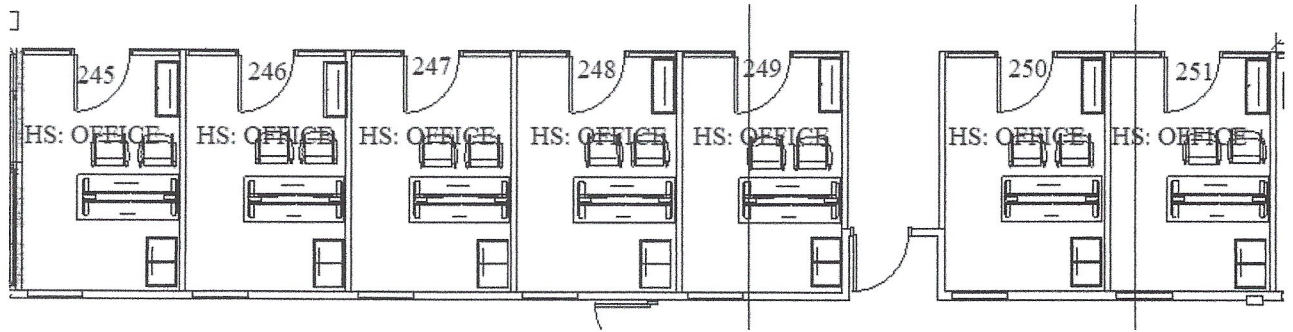
3.00 EA FCTD-RD19.24 MB Disc Base Table, 19"H, 24" Round 323.91 971.73
 Top M28 Arctic E31
 PVC: M27 Medium Ash
 Base : Matte Back MB



1.00 EA FCTD-OV19.3042 MB Oval Disc base coffee table 454.61 454.61
 30" x 42"
 Medium Ash Lam
 MB- Matte Black base



1.00 EA 0.00 0.00



7.00	EA	FD-PLF-CTM	* CUSTOM LAMINATE COMBINATION PEDESTAL 20D X 32W X 27.75H UPPER LEFT BOX/BOX DRAWERS, UPPER RIGHT FILE DRAWER LOWER LATERAL FILE DRAWER LAMINATE: MEDIUM ASH SILVER BAR PULLS	645.00	4,515.00
9.00	EA	BJ-S-AB	* CUSTOM QUOTE 8121 Axiom Mid Back Guest Chair, Black, BOX of 2	473.72	4,263.48

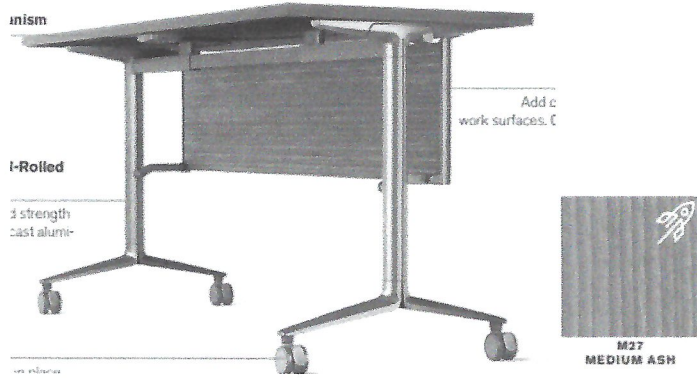


7.00	EA	FSQAHBT-24-2 24/66T-2	2 Stage Height Adjustable Table Base, 24"D T-Leg, StraightSV FIN: Silver	377.14	2,639.98
7.00	EA	FD-BC-5-36-B	CLASSIC BOOKCASE, Base, 4 shelves (3 adjustable), 36Wx69HM27 Medium Ash M27 M27 Medium Ash M27	466.18	3,263.26
7.00	EA	FDRWS.3066	30"D x 66"W Dash WS TOP ONLY, for My-Hite baseM27 LAM: Medium Ash E30 PVC: Medium Ash DNA1 Does Not Apply	169.00	1,183.00
1.00	EA	TRAINING ROOMS		0.00	0.00
20.00	EA	FD00312ECUSH-BU TRAINING ROOMS	Soleil Nesting Chair, Black Frame with Grey Cushion, BOX of 2	406.64	8,132.80



Black

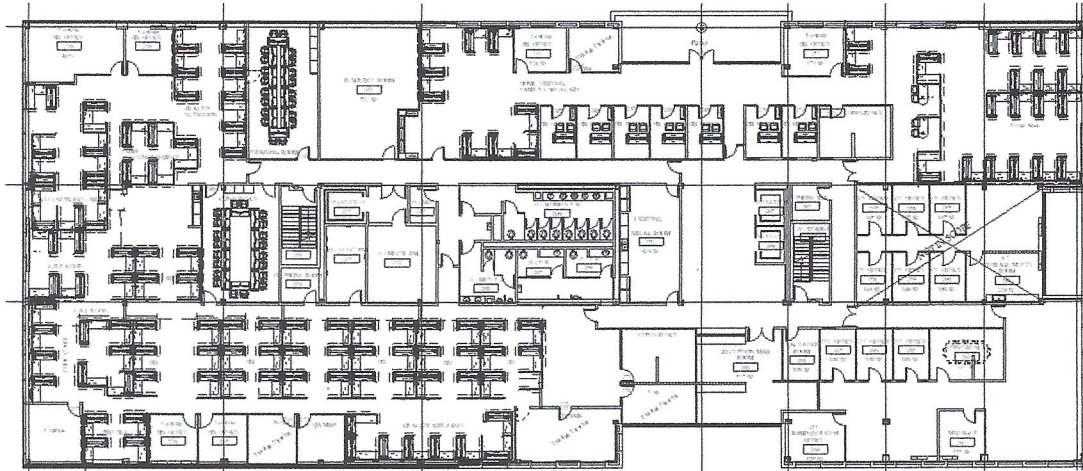
20.00	EA	FCTTCB TRAINING ROOMS	Nesting Table Connecting Brackets, Pair	11.70	234.00
20.00	EA	FCTTB-MOD.2460 TRAINING TABLES	Lune Nesting Table with Modesty, 24"D x 60" WM27 Medium Ash E30 PVC: Medium Ash GM Gunmetal Base	579.28	11,585.60



1.00 EA CUBICLES AND COMPONENTS

0.00

0.00



119.00	EA	FD-PMF-CTM * DRAWERS FOR ALL CUBICLES	* CUSTOM METAL COMBINATION PEDESTAL 20D X 32W X 27.75H UPPER LEFT BOX/BOX DRAWERS, UPPER RIGHT FILE DRAWER LOWER LATERAL FILE DRAWER PAINT: LIGHT GRAY SILVER BAR PULLS	535.00	63,665.00
28.00	EA	F2BPE F2BPE	* CUSTOM QUOTE 8121 Base Power Entry Direct Connect, 4-circuit	108.48	3,037.44
62.00	EA	F2CPK.1 F2CPK.1	Pass-Through Festoon 23" Long 4-Circuit	31.44	1,949.28
1.00	EA	F2DRCHS.27 27.COH	Draw Rod, Change of Height, 27"H	11.04	11.04
54.00	EA	FDR.27 27	Draw Rod, 27"H	5.76	311.04
190.00	EA	FDR.62 62	Draw Rod, 62"H	7.44	1,413.60
4.00	EA	FWASB.54 FWASB.54	Anti-Sag Bar, 54" wide	36.72	146.88
119.00	EA	FSQAHBT-24-2 24/66T-2	2 Stage Height Adjustable Table Base, 24"D T-Leg, StraightSV FIN: Silver	377.14	44,879.66
18.00	EA	F24W.67 67	4-Way 90 DEG. Connector Post Hard Surface, 67"H PAINT: Light Gray	87.84	1,581.12
122.00	EA	F2DPP DPP	Data Port PlateSV PAINT: Silver	14.64	1,786.08
121.00	EA	F2RECP4.II 2	Receptacle 4-Circuit, circuit IILG BASE: Light Gray	8.88	1,074.48

121.00	EA	F2RECP4.IIII 4	Receptacle 4-Circuit, circuit IIII, (dedicated)LG BASE: Light Gray	8.88	1,074.48
90.00	EA	FFECH FFECH	Finished End Change of Height, for Connector, 48"H x 1 3/4"WLG PAINT: Light Gray	6.00	540.00
1.00	EA	FFECHP.35 35H	35" Finished End Change of Height, For Panel to PanelLG PAINT: Light Gray	19.20	19.20
3.00	EA	F22W.32 32	2-Way 90 DEG. Connector Post Hard Surface, 32"HLG PAINT: Light Gray LG BASE: Light Gray	34.32	102.96
146.00	EA	F22W.67 67	2-Way 90 DEG. Connector Post Hard Surface, 67"HLG PAINT: Light Gray LG BASE: Light Gray	43.68	6,377.28
69.00	EA	F23W.67 67	3-Way 90 DEG. Connector Post Hard Surface, 67"HLG PAINT: Light Gray LG BASE: Light Gray	67.92	4,686.48
10.00	EA	F2FE.32 32	Finished End, 32"HLG PAINT: Light Gray LG BASE: Light Gray	16.08	160.80
149.00	EA	F2FE.67 67	Finished End, 67"HLG PAINT: Light Gray LG BASE: Light Gray	19.44	2,896.56
2.00	EA	FSEDSP.3060L 30/60	Square Edge D-Shaped Peninsula Worksurface,29"H x 60"W x 30"M28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	193.20	386.40
6.00	EA	FSERWS.2436L 24/36	Square Edge Rectangular Worksurface, 36"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	85.92	515.52
40.00	EA	FSERWS.2442L 24/42	Square Edge Rectangular Worksurface, 42"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	106.56	4,262.40
68.00	EA	FSERWS.2448L 24/48	Square Edge Rectangular Worksurface, 48"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	108.48	7,376.64
4.00	EA	FSERWS.2460L 24/60	Square Edge Rectangular Worksurface, 60"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	135.12	540.48
7.00	EA	FSERWS.2466L 24/66	Square Edge Rectangular Worksurface, 66"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	151.68	1,061.76
1.00	EA	FSRWS.2370 23/70	23"D x 70"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White	152.64	152.64
1.00	EA	FSRWS.2382 23/82	23"D x 82"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White	183.84	183.84
49.00	EA	F2FAPA.3224E F-32/24E	Fabric Covered Panel Electrical, 32"H x 24"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	146.88	7,197.12
5.00	EA	F2FAPA.3230E F-32/30E	Fabric Covered Panel Electrical, 32"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	157.20	786.00
1.00	EA	F2FAPA.3230N F-32/30N	Fabric Covered Panel Non-Electrical, 32"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	113.28	113.28
4.00	EA	F2FAPA.3236E F-32/36E	Fabric Covered Panel Electrical, 32"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	171.60	686.40
1.00	EA	F2FAPA.3236N F-32/36N	Fabric Covered Panel Non-Electrical, 32"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	127.92	127.92

29.00	EA	F2FAPA.3242E F-32/42E	Fabric Covered Panel Electrical, 32"H x 42"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	178.80	5,185.20
17.00	EA	F2FAPA.3248E F-32/48E	Fabric Covered Panel Electrical, 32"H x 48"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	185.76	3,157.92
1.00	EA	F2FAPA.3260E F-32/60E	Fabric Covered Panel Electrical, 32"H x 60"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	219.36	219.36
2.00	EA	F2FAPA.6724E F-67/24E	Fabric Covered Panel Electrical, 67"H x 24"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	179.28	358.56
1.00	EA	F2FAPA.6730N F-67/30N	Fabric Covered Panel Non-Electrical, 67"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	152.40	152.40
1.00	EA	F2FAPA.6736N F-67/36N	Fabric Covered Panel Non-Electrical, 67"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	176.88	176.88
1.00	EA	F2FAPA.6742E F-67/42E	Fabric Covered Panel Electrical, 67"H x 42"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	232.08	232.08
4.00	EA	F2FAPA.6748E F-67/48E	Fabric Covered Panel Electrical, 67"H x 48"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	244.08	976.32
1.00	EA	FSRWS.2358 23/58	23"D x 58"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White	131.76	131.76
114.00	EA	FSRWS.2364 23/64	23"D x 64"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White	148.80	16,963.20
2.00	EA	FSRWS.2370 23/70	23"D x 70"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White	152.64	305.28
54.00	EA	F2PGPA.6724E G-67/24E	Partial-Glazed Panel Electrical 67"H x 24"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	241.68	13,050.72
123.00	EA	F2PGPA.6724N G-67/24N	Partial-Glazed Panel Non-Electrical 67"H x 24"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	197.52	24,294.96

9.00	EA	F2PGPA.6730E G-67/30E	Partial-Glazed Panel Electrical 67"H x 30"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	258.48	2,326.32
124.00	EA	F2PGPA.6730N G-67/30N	Partial-Glazed Panel Non-Electrical 67"H x 30"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	214.80	26,635.20
20.00	EA	F2PGPA.6736E G-67/36E	Partial-Glazed Panel Electrical 67"H x 36"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	300.00	6,000.00
121.00	EA	F2PGPA.6736N G-67/36N	Partial-Glazed Panel Non-Electrical 67"H x 36"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	256.32	31,014.72
9.00	EA	F2PGPA.6742E G-67/42E	Partial-Glazed Panel Electrical 67"H x 42"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	312.00	2,808.00
32.00	EA	F2PGPA.6748E G-67/48E	Partial-Glazed Panel Electrical 67"H x 48"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	336.72	10,775.04
1.00	EA	F2PGPA.6748N G-67/48N	Partial-Glazed Panel Non-Electrical 67"H x 48"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	293.04	293.04
3.00	EA	F2PGPA.6760E G-67/60E	Partial-Glazed Panel Electrical 67"H x 60"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	384.24	1,152.72
1.00	EA	F2PGPA.6760N G-67/60N	Partial-Glazed Panel Non-Electrical 67"H x 60"WLG TRIM: Light Gray CL GLASS: Clear LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	340.32	340.32
1.00	EA	RDI	RECEIVE, DELIVER AND INSTALL WILL CALL OF SOUTHERN CA VENDORS RECEIVE DEDICATED TRUCKS FROM VENDORS SHIPPING DIRECT TO INSTALL SITE CURB SIDE DELIVERY AND RECEIVING INSTALLATION ESTIMATED TIME 2 WEEKS FROM TIME PRODUCT IS RECEIVED AND STAGED INSIDE THE BUILDING.	69,500.00	69,500.00
				Sub-total	504,229.39
				* Estimated Tax	35,830.21

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Authorized Signature

Print

Date Accepted

* Tax will be calculated on rates in effect at the date of invoice and may change from the amount stated on this quote.



MEMORANDUM

To: Board of Directors
Alphy

From: Kelly Lowery, Food Bank Program Administrator

Date: February 21, 2024

Subject: *Agenda Item 4d*: FY 2024-25 Blanket Purchase Orders for Food Bank – **Action Item**

Background

In January 2023, the CAPK Food Bank pantry program had 119 agency partners participating. Today, there are 158. As a result of the growth of this program, we must procure large amounts of food to supplement the donations we receive. On average, we spend more than \$100,000 each month to ensure enough resources are available to our agency partners.

We have established working relationships with certain vendors including but not limited to Cal Food Logistics, California Association of Food Banks, I Deal Specialties, Grimmway Farms, and LA Foods which expand our purchasing position by specializing in serving the food bank industry allowing resources to go further. These vendors understand the food bank industry and can assist in identifying products that are eligible for specific grant funding.

The following are requested amounts for BPO approval for each vendor for the fiscal year 24-25:

Cal Food Logistics:	\$1,300,000
I Deal Specialties:	\$750,000
CA Association of Food Banks:	\$350,000
Grimmway Enterprises:	\$250,000

Fiscal Impact

All food procurement for the pantry program described above is fully funded with grant funding. There are two main sources used for this purpose. The first is the Cal Foods grant through CDSS. The second is a group of grants provided by the Wonderful Company. As a result, there is no fiscal impact beyond the cash flow impact resulting from the time between purchases and the quarterly reimbursement (Cal Food grant).

Recommendation:

Staff recommends that the Board of Directors approve blanket purchase orders in the abovementioned amounts.



MEMORANDUM

To: Budget & Finance Committee

From: Emilio Wagner, Chief Facilities & Technology Officer

Date: February 21, 2023

Subject: *Agenda Item 4e*: Mount Vernon Avenue Lease - **Action Item**

Background

With the approved direction to convert the Maintenance and Operations building into the new Central Kitchen a new space must be identified for the Maintenance and Operations team. The available options have been difficult to come by, in particular the size and price range desired. After months of searching, a building located at 317 Mount Vernon land meets the needs of the operations. At 14,000 SF the building is large enough to house the equipment and supplies used by facilities along with the storage needs for Head Start items such as furniture health supplies and other consumable supplies. There is ample parking on-site for larger equipment and vehicles. There is also a perimeter fence which will allow for added security such as an electric fence.

Current Events

Attached is the negotiated lease which has a term of three years. This term was shortened as we are actively identifying other alternatives, such as combined space with Energy and other programs. The base rent is \$10,920 with a 3% escalation each year thereafter. An optional 2-year renewal is available if needed.

Fiscal Impact

Due to the planned relocation of the Central Kitchen to the Maintenance building rent has been included in the Head Start budget for the 2024/2025 fiscal year. Rent is expected to start on March 1st, 2024.

With the construction of the Central Kitchen starting mid-April this gives the Facilities Team time to set up security and move operations to the new building.

Recommendation:

Staff recommends the Board of Directors approve the lease agreement and authorize the Chief Executive Officer to execute the agreement for the property located at 317 Mount Vernon Ave. in Bakersfield.

Attachment:

Lease Agreement

**STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - GROSS
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)**

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only December 6, 2023, is made by and between BKAT, Inc., a California corporation ("Lessor") and Community Action Partnership of Kern ("Lessee"), (collectively the "Parties," or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 317 Mount Vernon Avenue, Bakersfield, CA 93307 ("Premises"). The Premises are located in the County of Kern, and are generally described as (describe briefly the nature of the property and, if applicable, the "Project," if the property is located within a Project): approximately 14,000 rentable square feet of leasehold improvements on a 1.45 acre lot zoned M-2 PD (Medium Industrial) in the County of Kern, California. Said Premises is the southwesterly portion of Assessor's Parcel Number 141-290-18. (See also Paragraph 2)

1.3 **Term:** Three (3) years and _____ -months ("Original Term") commencing upon substantial completion of the Tenant Improvements described in Paragraph 51, or sixty (60) days following mutual execution of this Lease, whichever is sooner. ("Commencement Date") and ending three (3) years thereafter ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of this lease, delivery of first months's rent, security deposit, and a certificate of insurance naming Lessor as additionally insured so long as Lessee does not interfere with Lessors work ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$10,920 per month ("Base Rent"), payable on the First day of each month commencing on the Commencement Date, upon substantial completion of the Tenant Improvements described in Paragraph 51, or sixty (60) days following mutual execution of this Lease, whichever is sooner. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 52.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** \$10,920 for the period first month following substantial completion of the Tenant Improvements described in Paragraph 51, or sixty (60) days following mutual execution of this Lease, whichever is sooner.

(b) **Security Deposit:** \$12,290.56 ("Security Deposit"). (See also Paragraph 5)

(c) **Association Fees:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$23,210.56.

1.7 **Agreed Use:** Warehouse and administrative office for maintenance staff and equipment. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "Insuring Party". The annual "Base Premium" is TBD. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm ASU CRE Partners, Inc. dba ASU Commercial License No. 01907750 Is the broker of (check one): the Lessor; or both the Lessee and Lessor (dual agent).

Lessor's Agent Dylan J. Lym License No. 02103385 is (check one): the Lessor's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Cushman & Wakefield US License No. _____ Is the broker of (check one): the Lessee; or both the Lessee and Lessor (dual agent).

Lessee's Agent Jeffrey T. Andrew License No. 00941323 is (check one): the Lessee's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of six percent or 6 % of the total Base Rent **to be split equally between the Brokers**) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

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1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs 51 ~~through~~ _____ ;
- a plot plan depicting the Premises;
- a current set of the Rules and Regulations;
- a Work Letter;
- other (specify): Rent Adjustments (Paragraph 52), Option to Extend (Paragraph 53) Tenant Improvements (Exhibit "A") Agency Disclosure .

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease. Except as specifically provided in Paragraphs 2.2, 2.3, or Addendum Paragraph 51, Lessor shall not be required to perform any other work, alterations, improvements, demolitions, betterments or construction for Lessee in order to make the Premises suitable for Lessee's use and occupancy.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date ~~or the Early Possession Date, whichever first occurs~~ ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, ~~fire sprinkler~~, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler

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systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use. (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals,

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birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or

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other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, stairs, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, and (v) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in

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excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) Lessee shall pay to Lessor any insurance cost increase ("**Insurance Cost Increase**") occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in Paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

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(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

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(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessor's written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to

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cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 Additional Improvements. Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.5 Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. **Lessee shall transfer all utilities to its own account and shall be responsible for contracting for its trash services.** If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation

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herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination;

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(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

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15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email

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shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises

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are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its

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board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

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50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____

On: _____

By LESSOR:

BKAT, Inc., a California corporation

By: _____

Name Printed: Robert McBride

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

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STG-27.40, Revised 10-22-2020

Executed at: _____

On: _____

By LESSEE:

Community Action Partnership of Kern

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

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ASU CRE Partners, Inc. dba ASU Commercial

Cushman & Wakefield US

Attn: Dylan J. Lym
Title: Vice President

Attn: Jeffrey T. Andrew
Title: Executive Director

Address: 11601 Bolthouse Drive Suite 110
Bakersfield, CA 93311

Address: 5060 California Avenue Suite 1000
Phone: 661-633-3827

Phone: 661-862-5454

Fax: _____

Fax: _____

Email: jeff.andrew@cushwake.com

Email: dylan@asuassociates.com

Federal ID No.: _____

Federal ID No.: _____

Broker DRE License #: _____

Broker DRE License #: 01907750

Agent DRE License #: 00941323

Agent DRE License #: 02103385

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ADDENDUM TO LEASE

Date: December 6, 2023

By and Between

Lessor: BKAT, Inc., a California corporation

Lessee: Community Action Partnership of Kern

Property Address: 317 Mount Vernon Avenue, Bakersfield, CA 93307
(street address, city, state, zip)

Paragraph: 51

51. Tenant Improvements:

Lessor, at its sole expense, shall provide the following Tenant Improvements to the Premises following mutual Execution of this Lease, which are further identified in Exhibit "A" attached hereto:

1. Repair perimeter fencing
2. Remodel restroom to ADA standards
3. Deliver the space in a broom clean condition and all HVAC, MEP in good working condition

Lessee shall be solely responsible for all other improvements.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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ADD-1.03, Revised 10-22-2020

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**RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM**

Dated: December 6, 2023

By and Between

Lessor: BKAT, Inc., a California corporation

Lessee: Community Action Partnership of Kern

Property Address: 317 Mount Vernon Avenue, Bakersfield, CA 93307
(street address, city, state, zip)

Paragraph: 54

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

~~I. Consumer Price Index.~~

~~a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.~~

~~b. The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): CPI-W (Urban Wage Earners and Clerical Workers) or CPI-U (All Urban Consumers), for (fill in Urban Area): _____ or the area in which the Premises is located, All Items (1982-1984 = 100). The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.~~

~~c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

II. Fixed Percentage. The monthly Base Rent shall be increased on twelve (12) months following the Commencement Date and every twelve (12) months thereafter during the Original Term ("Percentage Increase Date(s)") by three percent (3 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

~~III. Fixed Rental Adjustment(s) ("FRA").~~

~~The monthly Base Rent shall be increased to the following amounts on the dates set forth below:~~

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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RA-8.00, Revised 10-13-2022

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**OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM**

Dated: December 6, 2023

By and Between

Lessor: BKAT, Inc., a California corporation

Lessee: Community Action Partnership of Kern

Property Address: 317 Mount Vernon Avenue, Bakersfield, CA 93307
(street address, city, state, zip)

Paragraph: 54

OPTION(S) TO EXTEND TERM. Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee one (1) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of twenty four (24) months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least nine (9) but not more than months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

I. Consumer Price Index.

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (*select one*): CPI W (Urban Wage Earners and Clerical Workers) or CPI U (All Urban Consumers), for (*fill in Urban Area*): _____ or the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to (*select one*): Commencement Date of the Original Term, start of the applicable Option Term, or (*fill in month*) _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

II. Fixed Percentage. During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by _____ percent (_____ %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

III. Fair Market Value.

(a) During the Option Term(s) which start(s) on one the first day of the fourth (4th) year following the Commencement Date, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected valuator who shall meet the qualifications set forth herein ("**Advocate Valuator(s)**"). Lessor and Lessee may select an Advocate Valuator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Valuator, consult with such Party's Advocate Valuator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Valuator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Valuators, then such Advocate Valuators shall, within fifteen (15) days after their selection, choose a

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third (3rd) neutral valuator who shall meet the qualifications set forth herein ("**Neutral Valuator**"). The Neutral Valuator shall be engaged jointly by Lessor and Lessee. If Advocate Valuators fail to agree upon and timely appoint a Neutral Valuator, then the President of AIR CRE shall appoint such Neutral Valuator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Valuator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Valuator.

(d) The Advocate Valuators and the Neutral Valuator ("**Valuator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Valuator shall additionally not be related to or affiliated with either Party or Advocate Valuator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Valuators shall be decided by a majority vote of the Valuators, with each Valuator having one (1) vote. The Valuators may, as the Valuators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Valuator, the Valuators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Valuators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Valuators' Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Valuators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Valuators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Valuators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Valuators decide the Selected Market Value, pay the fees and costs of all three (3) Valuators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Valuators, in deciding the Valuators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable **location**, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Valuators, in deciding the Valuators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Valuators, in deciding the Valuators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

(h) **The Base Rent shall increase by three percent (3%) twelve months following the start of each Option Term and each twelve (12) months thereafter.**

IV. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

V. Continuation of Original Term Adjustments.

The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

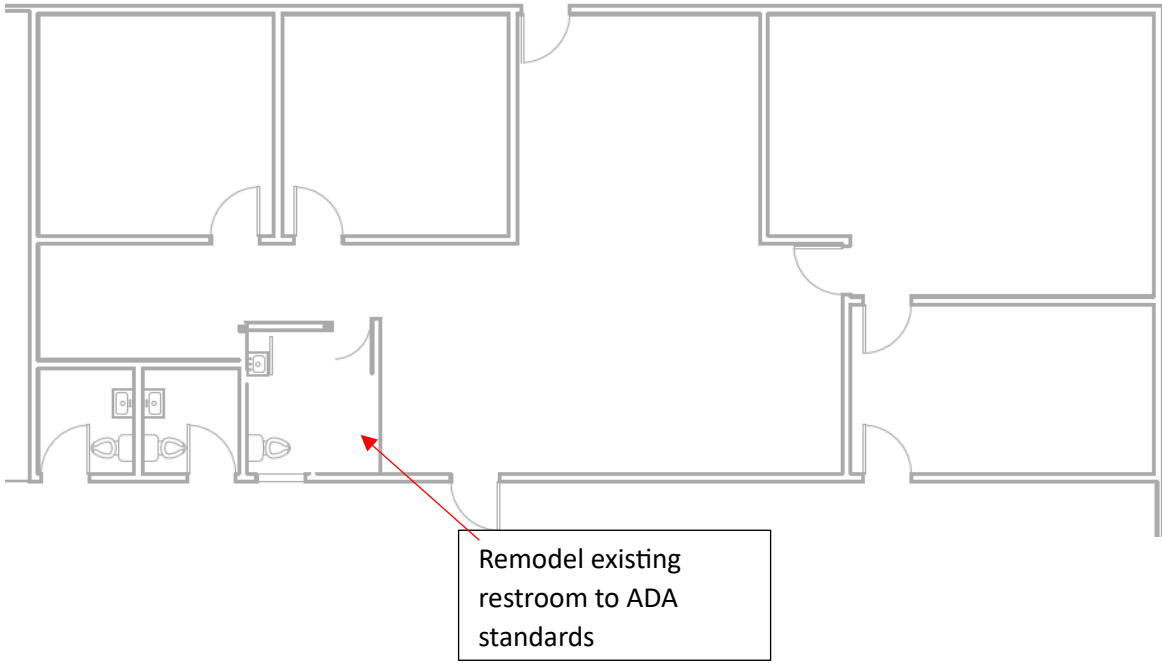
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Exhibit "A"

Tenant Improvements





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction. **The term "Seller" herein shall refer to Lessor, and "Buyer" shall refer to Lessee for the purposes of this Disclosure.**

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer Seller Lessor Lessee _____ Date: _____

Buyer Seller Lessor Lessee _____ Date: _____

Agent: ASU CRE Partners, Inc. dba ASU Commercial DRE Lic. #: 01907750
Real Estate Broker (Firm)

By: _____ DRE Lic. #: _____ Date: _____

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(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): the Seller's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): the Buyer's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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MEMORANDUM

To: Budget and Finance Committee

From: Louis Gill, Chief Program Officer

Date: February 21, 2024

Subject: *Agenda Item 4f*: Blanket Purchase Order for Sysco & Central Sanitary Supply /
Brady IFS – **Action Item**

Background

CAPK has determined that Sysco and Central Sanitary Supply/Brady IFS are two vendors that meet the sole source justification for the type and volume of food and supplies for the Central Kitchen. This determination was made in line with OMB Uniform Guidance §200.320. The Central Kitchen needs specific types of food, janitorial and paper products to be able to provide the volume of meals to the Head Start program daily. Both Sysco and Central Sanitary Supply/Brady IFS have a deep understanding of the food and beverage industry and the specific needs of CAPK. There are specific items that are carried by one vendor and not the other. They also have a team of experts who can provide customized solutions to meet our unique requirements.

Sysco and Central Sanitary Supply/Brady IFS has a proven track record of providing high-quality products and services to CAPK. They have a long history of on-time and under-budget deliveries, and they have a reputation for excellent customer service. The amounts that are requested below are based on the total expended during the fiscal year 2023-2024, plus a 10% cushion to accommodate for market changes we may experience during the upcoming fiscal year.

Current Events

A request for Blanket Purchase Orders for Sysco and for Central Sanitary Supply/Brady IFS to cover the period of March 1, 2024, through February 28, 2025. This would allow for the high volume of food that needs to be purchased through the end of the fiscal year.

Recommendation:

Staff recommends that the Budget and Finance Committee approve the Blanket Purchase Order for Sysco in the amount of \$800,000.00 and the Blanket Purchase Order for Central Sanitary Supply/Brady IFS in the amount of \$250,000.00, and authorize the Chief Executive Officer to execute both blanket purchase orders.

Attachments:

Sole Source Justification form for Sysco
Sole Source Justification form for Central Sanitary Supply/Brady IFS



Community Action Partnership of Kern

Business Services Department

5005 Business Park North • Bakersfield, CA 93309

(661) 336-5236 procurement@capk.org

SOLE SOURCE JUSTIFICATION FORM

Sole source purchases are not permitted except when clearly and thoroughly justified.

- Estimated contract amount: \$ 140,000 Account Code(s): 6305-108/109-001-120-000-14-1-1
- Recommended supplier name, address, phone, fax, e-mail, and contact name and title
Central Sanitary Supply/Brady IFS 4730 Armstrong Rd Bakersfield, Ca 93313 Contact
Bruce.Herrin@bradvindustries.com
- Description of requested items or services and their purpose(s):
Po#For CK Food Service Supplies/ Janitorial Supplies & CTR Consumables
- Reason(s) for requesting a sole source purchase:
 - Original manufacturer or provider; no other local distributors exist.
 - Only local distributor for the original manufacturer or provider.
 - Parts or equipment not interchangeable with similar parts of another manufacturer.
 - Only known item or service matching the requested needs or performing the intended task.
 - Sole provider of a licensed or patented good or service.
 - Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
 - Sole provider of goods or service established as standard (please provide evidence of such a standard).
 - Sole provider of factory-authorized warranty service.
 - None of the above applies. Please attach a detailed explanation and justification for this sole source request.
- Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

REQUESTED BY:		
<u>Tom Adame</u>	<u>Food Service Manager</u>	<u>2/13/2024</u>
<small>PRINTED NAME</small>	<small>TITLE</small>	<small>DATE</small>
CEDS Fiscal: _____ Date: _____ <small style="margin-left: 100px;">Assistant Director of Finance/Fiscal Analyst</small>		
I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.		
Division Director: _____		Date: <u>2/14/24</u>
Authorization: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED		
Business Manager: _____		Date: <u>2/13/24</u>



Community Action Partnership of Kern

Business Services Department

5005 Business Park North • Bakersfield, CA 93309

(661) 336-5236 procurement@capk.org

SOLE SOURCE JUSTIFICATION FORM

Sole source purchases are not permitted except when clearly and thoroughly justified.

1. Estimated contract amount: \$ 110,000 Account Code(s): 6305-112-000-120-000-00-2-1

2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title
Central Sanitary Supply/Brady IFS 4730 Armstrong Rd Bakersfield, Ca 93313 Contact
Bruce.Herrin@bradvindustries.com

3. Description of requested items or services and their purpose(s):
Po#For CK Food Service Supplies/ Janitorial Supplies & CTR Consumables

- 4. Reason(s) for requesting a sole source purchase:
[] Original manufacturer or provider; no other local distributors exist.
[] Only local distributor for the original manufacturer or provider.
[] Parts or equipment not interchangeable with similar parts of another manufacturer.
[X] Only known item or service matching the requested needs or performing the intended task.
[] Sole provider of a licensed or patented good or service.
[] Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
[] Sole provider of goods or service established as standard (please provide evidence of such a standard).
[] Sole provider of factory-authorized warranty service.
[] None of the above applies. Please attach a detailed explanation and justification for this sole source request.

5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

Form section containing signature lines for Requested By (Tom Adame), CEDES Fiscal, Division Director, and Business Manager, along with checkboxes for Authorization (APPROVED/NOT APPROVED) and dates.



Community Action Partnership of Kern
 Business Services Department
 5005 Business Park North · Bakersfield, CA 93309
 (661) 336-5236 procurement@capk.org

SOLE SOURCE JUSTIFICATION FORM

Sole source purchases are not permitted except when clearly and thoroughly justified.

- Estimated contract amount: \$42,000 Account Code(s): 6305-112-000-120-000-00-2-1
- Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
- Description of requested items or services and their purpose(s): PO# for CK FS Supplies/Janitorial Supplies, CTR Consumables
- Reason(s) for requesting a sole source purchase:
 - Original manufacturer or provider; no other local distributors exist.
 - Only local distributor for the original manufacturer or provider.
 - Parts or equipment not interchangeable with similar parts of another manufacturer.
 - Only known item or service matching the requested needs or performing the intended task.
 - Sole provider of a licensed or patented good or service.
 - Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
 - Sole provider of goods or service established as standard (please provide evidence of such a standard).
 - Sole provider of factory-authorized warranty service.
 - None of the above applies. Please attach a detailed explanation and justification for this sole source request.
- Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

REQUESTED BY:	
<u>Tom Adame</u> <hr/>	Food Service Mgr. 1/31/2024 <hr/>
CEDS Fiscal: _____ Date: _____ <p align="center"><small>Assistant Director of Finance/Fiscal Analyst</small></p> <p>I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.</p>	
Division Director: <hr/>	Date: <u>2/14/24</u> <hr/>
Authorization: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED	
Business Manager: <u>Kerry Owens</u> <hr/>	Date: <u>2/13/24</u> <hr/>



Community Action Partnership of Kern
 Business Services Department
 5005 Business Park North · Bakersfield, CA 93309
 (661) 336-5236 procurement@capk.org

SOLE SOURCE JUSTIFICATION FORM


Sole source purchases are not permitted except when clearly and thoroughly justified.

- Estimated contract amount: \$58,000 Account Code(s): 6305-108/109-001-120-000-14-1-1
- Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
- Description of requested items or services and their purpose(s): PO# for CTR Janitorial/Food Service Supplies
- Reason(s) for requesting a sole source purchase:
 - Original manufacturer or provider; no other local distributors exist.
 - Only local distributor for the original manufacturer or provider.
 - Parts or equipment not interchangeable with similar parts of another manufacturer.
 - Only known item or service matching the requested needs or performing the intended task.
 - Sole provider of a licensed or patented good or service.
 - Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
 - Sole provider of goods or service established as standard (please provide evidence of such a standard).
 - Sole provider of factory-authorized warranty service.
 - None of the above applies. Please attach a detailed explanation and justification for this sole source request.
- Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

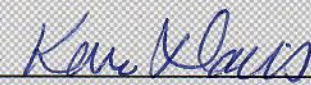
REQUESTED BY:
 _____ Tom Adame _____ Food Service Mgr. 1/31/2024 _____

CEDS Fiscal: _____ Assistant Director of Finance/Fiscal Analyst _____ Date: _____

I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.

Division Director: _____  _____ Date: 2/14/24

Authorization: **APPROVED** **NOT APPROVED**

Business Manager: _____  _____ Date: 2/13/24



Community Action Partnership of Kern
 Business Services Department
 5005 Business Park North · Bakersfield, CA 93309
 (661) 336-5236 procurement@capk.org

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SOLE SOURCE JUSTIFICATION FORM

Sole source purchases are not permitted except when clearly and thoroughly justified.

- Estimated contract amount: \$700,000 Account Code(s): 7145-112-000-120-000-00-2-1
- Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
- Description of requested items or services and their purpose(s): PO# for CK Food Services
- Reason(s) for requesting a sole source purchase:
 - Original manufacturer or provider; no other local distributors exist.
 - Only local distributor for the original manufacturer or provider.
 - Parts or equipment not interchangeable with similar parts of another manufacturer.
 - Only known item or service matching the requested needs or performing the intended task.
 - Sole provider of a licensed or patented good or service.
 - Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
 - Sole provider of goods or service established as standard (please provide evidence of such a standard).
 - Sole provider of factory-authorized warranty service.
 - None of the above applies. Please attach a detailed explanation and justification for this sole source request.
- Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

REQUESTED BY:	
<u>Tom Adame</u>	Food Service Mgr. 1/31/2024
CEDS Fiscal: _____ Date: _____ <small align="center">Assistant Director of Finance/Fiscal Analyst</small>	
I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.	
Division Director:	Date: <u>2/14/24</u>
Authorization: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED	
Business Manager:	Date: <u>2/13/24</u>



MEMORANDUM

To: Budget & Finance Committee
Tracy Webster
 From: Tracy Webster, Chief Financial Officer
 Date: February 21, 2024
 Subject: *Agenda Item 4g: Board Check Signing Policy - Info Item*

Background:

Historically, all checks issued by CAPK have required the signature of a Board Member when the dollar amount exceeds \$4,999.99 except for payroll checks which are processed through ADP. Prior to the implementation of Direct Deposit in 2020, these checks were manually signed by Board Members. Presently, the CAPK Finance Division obtains electronic approval for the signature of checks through Adobe Sign from a Board Member when accounts payable checks are produced. For the most part, this is once a week. However, there are circumstances such as terminated employee checks or unusual vendor payments which require payments to be completed more than once a week.

The accounts payable department is unable to process checks unless a Board Member signs off on all payments for a check run.

The volume of accounts payable has significantly increased over the past six years.

Fiscal Year	Number of Payments	Amount
2017-18	11,703	\$26,901,193
2018-19	10,843	\$26,608,315
2019-20	11,331	\$30,062,811
2020-21	8,303	\$28,884,389
2021-22	9,395	\$28,574,317
2022-23	13,901	\$61,290,772
2023-24 (through December 2023)	18,815	\$81,325,820

The procurement process of the agency already follows very specific steps prior to the issuance of an invoice for payment from a vendor. Please see the following procurement threshold and authorization limits for all requisitions and purchase orders for the agency:

Amount of Purchase	Required Approvals
≤ \$9,999.99 (or \$2,000 if subject to Davis-Bacon)	Manager or higher

Amount of Purchase	Required Approvals
\$10,000 ≤ \$99,999.99	<ul style="list-style-type: none"> • Administrator; or Assistant Director (≤ \$20,000); or • Director (≤ \$30,000); or • Chief Program Officer (≤ \$100,000)
\$100,000 ≤ \$249,999.99	<ul style="list-style-type: none"> • Chief Financial Officer (≤ \$150,000); or • Chief Executive Officer (≤ \$250,000); or • Board of Directors (> \$250,000)
> \$250,000 and above	<ul style="list-style-type: none"> • Chief Executive Officer (≤ \$250,000); or • Board of Directors (> \$250,000)
Construction/Major Renovations over \$250,000	Chief Executive Officer and Board of Directors

The agency’s Accounting and Financial Policies Manual approved in April 2022 further states:

The Board must approve the following items regardless of threshold:

1. *Any single item or aggregate over \$250,000, including estimated purchases from preferred vendors;*
 - *In the event that procurement was initiated under the \$250,000 limit and later amendments to the contract would exceed this limit, additional amendments must receive Board approval;*
2. *Procurement of all audits, legal or professional services that are agency-wide in nature;*
3. *Construction contracts and/or major renovations over \$250,000 require Board approval;*
4. *If a Program or Grant has stricter limits than those set by the Agency, the Program’s/Grant’s guidelines must be followed.*

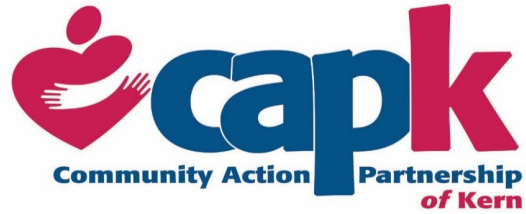
Proposed Changes:

Based on data from Wipfli, like agencies, and input from our external auditor, it has been determined that obtaining Board signatures for accounts payable checks at a given dollar amount should be removed from our Accounting and Financial Policies. The authority to spend funds is based on grant and contract allowable costs and must follow the agency’s procurement guidelines.

The authorization to process payments should be based on the authority of the Chief Executive Officer and/or the Chief Financial Officer or designee to ensure expeditious payment to vendors. This change will allow for a more efficient process and reduce the likelihood of delayed payments.

Additionally, the new accounting system being implemented in March 2024 provides additional internal securities with respect to obtaining advance approval before an expenditure occurs. The system also allows for workflow approval from the Chief Executive Officer and/or the Chief Financial Officer or designee.

In the subsequent month, staff will recommend that the Budget and Finance Committee approve the revision to Accounting and Financial Policies Manual to no longer require Board Member signatures for checks paid at any level. Accordingly, there will be no change in the procurement thresholds and authorization limits.



BUDGET AND FINANCE COMMITTEE

FEBRUARY 21, 2024

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	39,182,883	93.600	09CH011132-05	03/01/23 - 02/28/24	108/109/117	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)	1,773,414	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 7,629,640	93.568 93.568 93.568	22B - 4012 23B - 5013 24B-2012	11/01/21 - 06/30/23 11/01/22 - 06/30/24 11/01/23 - 06/30/25	122-31 122-32 122-33	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
SLIHEAP (SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	208,133 284,366	93.568 93.568	22Q-4561 23Q-5561	09/01/22 - 06/30/23 05/01/23 - 05/31/24	122-42 122-44	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	5,432,583	93.568	22J-5716	04/15/23 - 05/31/25	122-43	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

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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
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 09/30/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE (DEPARTMENT OF ENERGY) BIL (BIPARTISAN INFRASTRUCTURE LAW)	3,000,000	81.042	22P-7010	06/01/23 - 06/30/27	123-67	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 - 12/31/23	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	677,192 611,225	93.575	CCTR - 2058 CCTR - 3063	07/01/22 - 06/30/23 07/01/23 - 06/30/24	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 2058 CCTR - 3063	07/01/22 - 06/30/23 07/01/23 - 06/30/24	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT ALTERNATIVE PAYMENT	5,643,428 5,466,652	93.575	CMAP - 2000 CMAP - 3000	07/01/22 - 06/30/23 07/01/23 - 06/30/24	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT CHILD CARE	2,088	93.575	CMIG - 2004	07/01/22 - 06/30/23	250	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
NEOPB CAL FRESH HEALTHY LIVING	1,816,697	10.561	19-10324 A01	10/01/22 - 09/30/23	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE C	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	454,253	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
EFAP REACH AND RESILIENCY Round 2	229,526	10.568	15 - MOU - 00118	07/01/23 - 06/30/25	105-105	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP COMMUNITY CREDIT CORPORATION Phase 1 and 2	69,850	10.187	15 - MOU - 00118	00/00/00 - 12/31/23	105-106	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

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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
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182		PENDING	131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SAFE CAMPING - COUNTY OF KERN	1,111,036	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)	4,346,698	10.557	22 - 10236	10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	575,000	93.185	00-FE-3400-01-00	05/01/22 - 06/30/23	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PRO	107,627	10.561	22 - CF - SUB - KERN	10/01/22 - 09/30/23	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
HUD COMMUNTY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBANK 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
CALCAPA DIAPER DISTRIBUTION PILOT	125,000	93.647	90EDA0009-DDDRP	10/01/23 - 04/30/25	191	U.S. DEPT OF SOCIAL SERVICES, CAL CAPA
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)
KCCD CERF REGIONAL CONVENER	160,000	N/A		03/06/23 - 09/30/24	208	STATE OF CALIFORNIA - EMPLOYMENT DEVELOPMENT DEPARTMENT, KERN COMMUNITY COLLEGE DISTRICT
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 OUTREACH	225,000	N/A	2023-244	10/11/23 - 12/31/25	243	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD

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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
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
CDSS CHILD CARE FACILITIES	249,637	N/A	FGRT-22-IGPMRR-0828-A1	08/16/22 - 06/30/24	260	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT ALTERNATIVE PAYMENT	23,809,862 23,809,862		CMAF - 2000 CMAF - 3000	07/01/22 - 06/30/23 07/01/23 - 06/30/24	261	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
GENERAL CENTER CHILD CARE	3,043,423 3,043,423		CCTR - 2058 CCTR - 3063	07/01/22 - 06/30/23 07/01/23 - 06/30/24	253	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CALIFORNIA STATE PRESCHOOL PROGRAM	7,153,992 7,087,664		CSPP - 2120 CSPP - 3124	07/01/22 - 06/30/23 07/01/23 - 06/30/24	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	291,239 291,239		CMIG - 2004 CMIG - 3004	07/01/22 - 06/30/23 07/01/23 - 06/30/24	250	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
MIGRANT SPECIALIZED SERVICES	40,079 40,079		CMSS - 2004 CMSS - 3004	07/01/22 - 06/30/23 07/01/23 - 06/30/24	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	2,271,412		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN

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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
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000 200,000 300,000		N/A 2022-017 2023-302	10/01/20 - 09/30/23 08/01/22 - 01/31/24 05/01/23 - 06/30/26	276 276-072 276-073	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	242,527 256,506		15 MOU - 00118 MOU-22-00118	07/01/22 - 06/30/23 07/01/23 - 06/30/24	216-087 216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) DROUGHT FOOD ASSISTANCE	339,726		MOU-22-00118	07/01/23 - 06/30/24	216-088	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE 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
STATE EMERGENCY FOOD ASSISTANCE CAL FOOD ONE-TIME FUNDS ROUND 2	1,727,122		MOU-22-00118	07/01/23 - 04/30/26	216-104	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
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 07/01/23 - 06/30/24	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
BKRHC - HOUSING AND HOMELESS INCENTIVE PROGRAM (HHIP)	120,000		2023-001	01/01/23 - 10/31/23	291	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS, BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE
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

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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
BKRHC - ENCAMPMENT RESOLUTION FUNDING	139,968		2023-307	12/01/23 - 12/30/25	293	STATE OF CALIFORNIA, CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS, BAKERSFIELD KERN REGIONAL HOMELESS COLLABORTIVE
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
DAY ONE FAMILIES FUND	5,000,000		N/A	12/01/23 - 11/30/27	410	DAY ONE FAMILIES FUND
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
KAISER PERMANENTE MEDICAID REDETERMINATIONS	90,000		N/A	08/01/23 - 07/31/24	419	KAISER PERMANENTE
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A	01/01/23 - TBD	423	FEEDING AMERICA SERVICE INSIGHTS
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/22 - 11/30/23	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST
KERN FAMILY HEALTH SYSTEMS CAL AIM	PER VISIT			07/01/22 - TBD	550	KERN FAMILY HEALTH SYSTEMS

A6

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

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

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

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

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

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

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

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/23	n/a				
04/30/23	n/a				
05/31/23	n/a				
06/30/23	n/a				
07/31/23	n/a				
08/31/23	n/a				
09/30/23	n/a				
10/31/23	\$ 350,000	\$ 350,000	42	\$ 3,741.83	9.17000%
11/30/23	n/a				
12/31/23	n/a				

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

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

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/22 - 3/31/23	90 days	\$ 642.01	8.69%
04/01/23 - 6/30/23	90 days	\$ 221.18	8.90%
07/01/23 - 9/30/23	90 days	\$ 718.75	8.90%
10/01/23 - 12/31/23	90 days	\$ 3,741.83	8.90%

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 DECEMBER 31, 2023	
PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(148,753.59)
HEAD START/EARLY HEAD START	27,730.05
SUBTOTAL	(121,023.54)
GENERAL CHILD CARE	521,322.96
MIGRANT A/P	4,831,589.76
Child Development Reserve Fund No. 1	(7,650.43)
Child Development Reserve Fund No. 2	(7,962.35)
MIGRANT CHILD CARE	100,489.68
MIGRANT SPECIALIZED SERVICES	(25,431.93)
SAN JOAQUIN COE GENERAL CHILD CARE	(231,217.79)
STATE PRESCHOOL	3,280,292.84
SUBTOTAL	8,461,432.74
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(96,881.79)
EF&S	(31,055.08)
EFAP	(61,572.36)
HUD CPF Food Bank Expansion	(216,182.94)
FEEDING AMERICA SERVICE INSIGHTS	43,142.74
FOOD BANK	(317,626.17)
FOOD BANK EXPANSION	605,623.16
FOOD BANK CAPACITY PROGRAM	261,757.59
FOOD BANK - STATE	(199,571.52)
SOUTHERN CA GAS COMPANY	(20,200.96)
WONDERFUL FOOD BANK EXPANSION	1,293,039.54
WONDERFUL FOUNDATION	221,542.73
SUBTOTAL	1,482,014.94
ENERGY	(158,478.79)
LIHEAP	(2,020,661.63)
LIWHAP	(66,545.94)
PG&E	17,359.01
TRANSFER NEGATIVE BALANCE	2,228,327.35
SUBTOTAL	0.00
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	0.00
SUBTOTAL	0.00
211	386,569.29
ARG III - Warm Handoff	(18,874.50)
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(78,121.69)
KCCD CERF REGIONAL CONVENOR	(46,847.83)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(46,834.51)
BKHC Homeless Incentive Program	(61,198.74)
BKRHC-Encampment Resolution	(112.07)
CALAIM HOMELESS PREVENTION SERVICES	124,969.64
CAL FRESH	(18,240.29)
CALEITC	(75,648.91)
CAPK FOUNDATION	(49,674.88)
Child Care Facilities	249,637.00
COST POOLS	415,223.76
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(334,922.55)
CSBG	(163,666.24)
CSBG - DISCRETIONARY	0.00
DIFFERENTIAL RESPONSE	(479.69)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	1,508,105.80
EAST KERN FAMILY RESOURCE CENTER	39,985.91
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(219,670.72)
Day 1 Families Housing Support	5,000,000.00
ASTHO VACCINE EQUITY	(9,263.61)
CITY OF BAKERSFIELD CAL VIP	(14,068.87)
FIRST 5 KERN 211	(25,727.10)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(19,336.78)
FIRST 5 HELP ME GROW	(36,581.51)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(39,579.92)
FRIENDSHIP HOUSE	29,637.79
City of Bakersfield - FHCC Sports Field	0.00
City of Bkfd-Cal VIP Outreach	(6,386.88)
FUNDRAISING	275,059.44
GENERAL FUND	176,488.29
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	0.01
HOME VISIT INITIATIVE (CO OF KERN)	(478,482.53)
HUD-COORDINATED ENTRY SYSTEM	(37,174.08)
Kaiser	85,762.33
INDIRECT FUND	2,558,002.90
IRS - VITA	15,383.53
TAX ASSISTANCE	36,142.79
M ST NAVIGATION CENTER	27,131.87
NEOPB CAL FRESH HEALTHY LIVING	(168,473.00)
POSITIVE YOUTH DEV SVC	(13,249.21)
POSITIVE YOUTH M	(38,430.69)
SHAFTER YOUTH CENTER	28,366.18
OASIS FAMILY RESOURCE CENTER	18,103.52
CalCAPA-Diaper Distribution Pilot	(370.60)
SIERRA FOUNDATION - ASTHMA MITIGATION	(179.83)
UNITED WAY 211	981.55
UW STANISLAUS CES	0.00
WELLS FARGO FOUNDATION	46,933.12
WIC	(1,474,131.18)
LESS: ENERGY NEGATIVE BALANCE	(2,228,327.35)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	5,319,477.66
TOTAL OPERATING CASH	15,141,901.80

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. Day 1 Families Fund: This is an interest-bearing restricted bank account that is designated for funds received for the Day 1 Families Housing Fund. As the grant is expended, funds 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 Childcare (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.
7. Head Start Facilities Fund: This is an interest-bearing restricted bank account required by the Office of Head Start to retain funds from the proceeds of sale for the Central Kitchen and Business Park North properties. These funds will be held in this restricted account and used for the construction of the new Central Kitchen.

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
 December 31, 2023

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

OPERATING ACCOUNT
 ACCOUNT NO: XXXXXX-X2976

BANK BALANCE AT	12/31/23		15,814,673.17
LESS: OUTSTANDING CHECKS		757,606.19	
ADJUSTED BANK BALANCE AT	12/31/23		15,057,066.98
GENERAL LEDGER BALANCE AT	11/30/23		10,805,485.81
ADD: DEPOSITS		2,656,303.77	
US TREAS DRAWDOWNS		2,902,309.37	
FUNDS FROM OTHER GRANTS		3,768,725.08	
TRANSFERS FROM RESTRICTED ACCOUNTS		5,000,000.00	
ADP /HEALTH EQUITY REFUND		5,973.00	
REIMBURSEMENT OF ALTERED PAYEE		2,058.86	
LESS: CHECKS		1,554,529.64	
ADP PAYROLL 12/15/23		2,713,990.93	
ADP PAYROLL 12/28/23		1,880,265.26	
EFTS FOR HRA/HSA/ STD/403B		270,408.44	
REC LOAN PRINCIPAL/INT EXPENSES		86,870.78	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		41,409.19	
BANK FEES		1,946.63	
ACH VOUCHERS		3,534,368.04	
GENERAL LEDGER BALANCE AT	12/31/23		15,057,066.98

DIFFERENCE: -

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 01/11/2024
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Jan 12, 2024

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	12/31/23	1,018,299.27
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	12/31/23	1,018,299.27

BALANCE PER G/L	11/30/23	955,541.56
ADD:		
DEPOSITS		0.00
INTEREST		924.45
ROUNDING ERROR		0.00
BANK ACCOUNT TRANSFER FROM GENERAL FUND		61,833.26
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	12/31/23	1,018,299.27

DIFFERENCE: 0.00

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

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 01/05/24
APPROVED BY: *Amy Webster* TITLE: Chief Financial Officer DATE: Jan 12, 2024

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

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023


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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	12/31/23	16,836.36
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	12/31/23	16,836.36

BALANCE PER G/L	11/30/23	16,820.92
ADD:		
DEPOSITS		0.00
INTEREST		15.44
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	12/31/23	16,836.36

* 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: Lili Solorio TITLE: Accountant DATE: 01/05/24
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Jan 8, 2024

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	12/31/23	21,007.00
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE	12/31/23	21,007.00

BALANCE PER GENERAL LEDGER	11/30/23	21,135.19
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00
ONLINE DONATIONS		0.00
PAYPAL DEPOSIT		0.00
INTEREST		19.26
LESS: APPLIED MERCHANT DEBITS		0.00
CLIENT ANALYSIS SERVICE CHARGE		147.45
BANKCARD FEES		0.00
CASH CONCENTRATION FEE		0.00
FUND TRANSFER TO GENERAL FUND		0.00
BALANCE PER GENERAL LEDGER:	12/31/23	21,007.00

* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing. Difference: 0.00

** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.

*** January 2018 name changed from HOPE Program Account to On-line Donations Account.

PREPARED BY: Lili Solorio

TITLE: Accountant

DATE: 01/08/24

APPROVED BY: 

TITLE: Chief Financial Officer

DATE: Jan 8, 2024

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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


ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	12/31/23	7,579.70
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	12/31/23	7,579.70

BALANCE PER G/L	11/30/23	7,572.75
ADD:		
DEPOSITS		0.00
INTEREST		6.95
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	12/31/23	7,579.70
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DIFFERENCE: 0.00

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 01/05/24
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Jan 8, 2024

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	12/31/23	97,340.82
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	12/31/23	97,340.82

BALANCE PER G/L	11/30/23	97,251.58
ADD:		
DEPOSITS		0.00
INTEREST		89.24
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	12/31/23	97,340.82
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DIFFERENCE: 0.00

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 01/05/24
 APPROVED BY: *Nancy Webster* TITLE: Chief Financial Officer DATE: Jan 8, 2024

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

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	610.37
Gloria Barbero	Administrator - EHS San Joaquin	794.80
Yolanda Gonzales	Director of Head Start/State Child Development Programs	9,202.89
Freddy Hernandez	Director of Youth and Community Services	4,320.95
Louis Gill	Chief Program Officer	2,689.25
Lisa McGranahan	Director of Human Resources	1,315.09
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	339.00
Pritika Ram	Chief Business Development Officer	7,218.41
Jeremy Tobias	Chief Executive Officer	2,667.69
Emilio Wagner	Chief Facilities and Technology Officer	2,525.20
Tracy Webster	Chief Financial Officer	2,675.35
Rebecca Moreno	Director of Housing Support Services	4,001.14
Susana Magana	Director of Nutrition Services	1,414.75
	Total	\$ 39,774.89



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

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

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Catherine Anspach	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 11/29/2023	12/1/2023	Broken Yolk Cafe Bakersfield, CA		_____	_____	66.18
Lunch Meeting with Foundation and Valley Strong Credit Union						
<hr/>						
2 12/1/2023	12/4/2023	Wal-Mart #2557 Bakersfield, CA		_____	_____	146.23
Bike helmets and locks for kids that joined the programs after the bulk purchase.						
<hr/>						
3 12/1/2023	12/4/2023	Dollar Tree Bakersfield, CA		_____	_____	140.73
Bags for the two holiday parties- Friendship House and Shafter						
<hr/>						
4 12/1/2023	12/4/2023	Sams Club #4819 661-654-8565, CA		_____	_____	99.84
Cookie tray for holiday parties						
<hr/>						
5 12/3/2023	12/4/2023	Walmart.Com 800-966-6546, AR		_____	_____	-138.56
Broken bike got returned.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6	12/4/2023	12/5/2023	Walgreens #6756 Bakersfield, CA			19.44
Printed photos for sponsors						
<hr/>						
7	12/5/2023	12/6/2023	Walgreens #6756 800-289-2273, CA			14.58
Printed photos for sponsors.						
<hr/>						
8	12/11/2023	12/12/2023	Logcabinflorist.Com Httpslogcabin, CA			28.09
Bow for the Shafter Youth Center playground ribbon cutting.						
<hr/>						
9	12/11/2023	12/13/2023	Raymonds Trophy And Award 661-3246183, CA			21.65
Sponsorship plates for Shafter Youth Center						
<hr/>						
10	12/13/2023	12/14/2023	Walgreens #6756 Bakersfield, CA			7.29
Photos for sponsorship.						
<hr/>						
11	12/18/2023	12/19/2023	Dewars Candy Shop Bakersfield, CA			204.90
End of the year gifts for the foundation board.						
<hr/>						

Transaction Count: 11

Total: 610.37

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/31/2023

Statement Summary

Name	Gloria Barbero	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7058	Currency	US Dollar
Reporting Period	12/1/2023 - 12/31/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 12/6/2023	12/7/2023	Fastrak Violation Cent 415-486-8655, CA				7.00
Bridge toll fee for conference participants.						
<hr/>						
2 12/15/2023	12/18/2023	Dave Wongs Stockton, CA				187.21
Site Supervisor's Team Building Staff Development.						
<hr/>						
3 12/21/2023	12/26/2023	Angelinas Stockton, CA				600.59
Administration Team Building Staff Development Day.						
<hr/>						

Transaction Count: 3
Total: 794.80

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 11/30/2023	12/1/2023	National Head Start Asso 703-739-0875, VA				629.00
Registration for NHSA Parent and Family Engagement Conf. New Orleans, LA 12/4/23-12/7/23- Letisha B. 108@20%125.80/109@80%=\$503.20						
<hr/>						
2 12/1/2023	12/4/2023	Victory Outreach Sw Bak Bakersfield, CA				200.00
Winter Office Decorations for BPN and Kaiser Building. 108@20%=\$40/109@80%=\$160						
<hr/>						
3 12/1/2023	12/4/2023	Hobby Lobby #556 Bakersfield, CA				144.34
Winter Office Decorations for BPN and Kaiser Building. 108@20%=\$28.87/109@80%=\$115.47						
<hr/>						
4 12/2/2023	12/4/2023	Smore.Com Www.Smore.Com, PA				99.00
Smore Membership Renewal for Program Services Administrator- Esperanza C. 270@100%=\$99						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 12/2/2023	12/4/2023	Smore.Com Www.Smore.Com, PA				99.00
Smore Membership Renewal for Director- Yolanda Gonzales. 108@17%=\$16.83/109@68%=\$67.32/117@15%=\$14.85						
6 12/6/2023	12/8/2023	Amtrak Telep Washington, DC				34.00
Travel- Amtrak ticket for Education Team Building Training in Stockton, CA-2/11/23-12/14/23- Tommie Sue Cordova 117@100%=\$34						
7 12/6/2023	12/8/2023	Amtrak Telep Washington, DC				-214.65
Refund- Travel Amtrak Tickets for Education Team Building Training in Stockton, CA-12/11/23-12/14/23-Cynthia, Tomasa, Melissa, Rachel, Alee, Regina, Pamela, Rebecca, Tommie, Lorraine. 117@100%=\$214.65						
8 12/18/2023	12/21/2023	Pf Changs #9817 Cp Bakersfield, CA				309.16
Admin. Winter Staff Development Lunch 108@20%=\$61.83/109@80%=\$247.33						
9 12/20/2023	12/20/2023	American Air Fort Worth, TX				443.80
Travel-AA Flight for NHSA Winter Leadership Institute Crystal City, VA 1/22/24-1/25/24- Lillian Pimentel-Stratton. 108@20%=\$88.76/109@80%=\$355.04						
10 12/20/2023	12/20/2023	American Air Fort Worth, TX				114.43
Travel-AA Flight for NHSA Winter Leadership Institute Crystal City, VA 1/22/24-1/25/24- Lillian Pimentel-Stratton. 108@20%=\$22.89/109@80%=\$91.54						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
11	12/21/2023	12/22/2023	Fastrak Violation Cent 415-486-8655, CA			7.00
Travel--Fastrak Violation while traveling to HSC Health Institute in Santa Rosa, CA 11/6/23-11/8/23- Rayjean Stone. 108@20%=\$1.40/109@80%=\$5.60						
12	12/27/2023	12/27/2023	American Air Fort Worth, TX			820.80
Travel--AA Flight for NHSA Winter Leadership Institute Crystal City, VA 1/22/24-1/25/24- Yolanda G. 108@17%=\$139.54/109@68%=\$558.14/117@15%=\$123.12						
13	12/27/2023	12/28/2023	American Air Fort Worth, TX			656.81
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Esperanza C. 270@100%=\$656.81						
14	12/27/2023	12/28/2023	American Air Fort Worth, TX			451.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Dena Walker 270@100%=\$451.80						
15	12/27/2023	12/28/2023	American Air Fort Worth, TX			451.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Maria D. Cornejo 270@100%=\$451.80						
16	12/27/2023	12/28/2023	American Air Fort Worth, TX			750.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Ana Alcaraz 270@100%=\$750.80						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
17	12/27/2023	12/28/2023	American Air Fort Worth, TX			750.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24 -Lucero Gonzales 270@100%=\$750.80						
18	12/27/2023	12/28/2023	American Air Fort Worth, TX			750.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Maritza L. Martinez 270@100%=\$750.80						
19	12/27/2023	12/28/2023	American Air Fort Worth, TX			750.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Maria Lievanos 270@100%=\$750.80						
20	12/27/2023	12/28/2023	American Air Fort Worth, TX			451.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Verlinda Denwitty 270@100%=\$451.80						
21	12/27/2023	12/28/2023	American Air Fort Worth, TX			750.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Roslyn Cruz 270@100%=\$750.80						
22	12/27/2023	12/28/2023	American Air Fort Worth, TX			750.80
Travel--AA Flight for National Home Visiting Summit. Washington, D.C. 1/30/24-2/3/24- Rheta Neal 270@100%=\$750.80						

Transaction Count: 22

Total: 9,202.89

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Freddy Hernandez	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 11/30/2023	12/1/2023	Community Action Partner 202-265-7546, DC		_____	_____	760.00
Registration for Wilfredo Cruz to attend the Management and Leadership Training Conference Feb 2024 - NCAP Winter Conference Includes Energy Track						
<hr/>						
2 12/1/2023	12/1/2023	Statefoodsafetycom 801-494-1416, FL		_____	_____	10.00
Food Safety Training for the EKFRFC Staff						
<hr/>						
3 12/8/2023	12/11/2023	California Family Resourc 916-2441980, CA		_____	_____	500.00
California Family Resource Association Membership Renewal						
<hr/>						
4 12/9/2023	12/11/2023	Ortegas Char Burgers Bakersfield, CA		_____	_____	179.58
VITA Volunteer training lunch						
<hr/>						
5 12/14/2023	12/18/2023	Mon Reve Ridgecrest, CA		_____	_____	166.94
OASIS FRC Staff Development Day Meeting 12/14/23						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 12/15/2023	12/18/2023	Wm Supercenter #1624 Bakersfield, CA				200.00
Friendship House/CalVIP gift card for participant						
<hr/>						
7 12/15/2023	12/18/2023	Lowes #02424 Bakersfield, CA				100.00
Gas Gift Card for CalVIP Participant 12/15/23						
<hr/>						
8 12/15/2023	12/18/2023	Hungry Hunter Steakhouse Bakersfield, CA				128.21
SYC Winter Staff Meeting Lunch 12/15/23						
<hr/>						
9 12/16/2023	12/18/2023	Mountain Mikes Pizza Stor 661-8692300, CA				184.34
VITA Lunch for Volunteer Training						
<hr/>						
10 12/21/2023	12/26/2023	La Mina Cantina Bakersfield, CA				259.68
VITA Holiday Luncheon 12/21/23						
<hr/>						
11 12/22/2023	12/26/2023	Suncoast Hotel & Casino 7023677111, NV				180.80
Lodging for Wilfredo Cruz to attend the NCAP Conference in Las Vegas, NV February 2024						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 12/22/2023	12/26/2023	Py *temblor Brewing Compa Bakersfield, CA		_____	_____	1,448.06
		End of Year Training/Team Building Staff Development Day				
<hr/>						
13 12/22/2023	12/26/2023	Yard House Zk 0108374 Bakersfield, CA		_____	_____	203.34
		FHCC Staff Development Day Luncheon 12/21/23				
<hr/>						

Transaction Count: 13

Total: 4,320.95

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Louis Gill	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6829	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 8/26/2023	12/11/2023	Dispute-Marriott Atlanta Unknown				-202.56
REFUND FOR DISPUTED - Lodging charges for a night stay at the National Community Action Partnership Annual Convention in Atlanta, GA August22-25, 2023 (Louis Gill did not attend the conference)						
2 12/13/2023	12/14/2023	Frugattis Italian Eatery Bakersfield, CA				247.33
Program Administration Staff Development Day Lunch 12/12/23						
3 12/26/2023	12/28/2023	Homes To Suites By Hilton 661-3682529, CA				1,877.70
Hotel assistance for Extreme High-Risk CalVIP Program Client to prevent being further victimized by Gun Violence.						
4 12/26/2023	12/28/2023	Homes To Suites By Hilton 661-3682529, CA				766.78
Hotel assistance for Extreme High-Risk CalVIP Program Client to prevent being further victimized by Gun Violence.						

Transaction Count: 4

Total: 2,689.25

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 12/8/2023	12/11/2023	Smart And Final 362 Bakersfield, CA		_____	_____	59.96
		Snacks for New Hires				
<hr/>						
2 12/10/2023	12/12/2023	Biometrics4all Inc 714-568-9888, CA		_____	_____	11.25
		Relay Fees for running New Hire Fingerprints Invoice Period 11/01/2023 11/30/23 Invoice Date 12/01/2023				
<hr/>						
3 12/15/2023	12/18/2023	Safety Holdings 888-9472622, NM		_____	_____	1,243.88
		Driver Monitoring Services Invoice				
<hr/>						

Transaction Count: 3

Total: 1,315.09

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 12/8/2023	12/11/2023	In *everychild California 800-262-3246, CA				339.00
Payment for Conference Registration for Great Administrators EveryChild CA. for Partner Staff.						

Transaction Count: 1
Total: 339.00

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 11/30/2023	12/1/2023	Community Action Partner 202-265-7546, DC		_____	_____	660.00
Registration Fee for Andrea Reyes to attend the NCAP Management & Leadership Training Conference in February, 2024.						
<hr/>						
2 12/1/2023	12/4/2023	Color Me Mine Bakersfie 661-6647366, CA		_____	_____	100.00
Deposit for Community Development Division Holiday / Staff Development Activity.						
<hr/>						
3 12/1/2023	12/4/2023	Stk*shutterstock 866-6633954, NY		_____	_____	29.00
Monthly Subscription for Stock Photos.						
<hr/>						
4 12/3/2023	12/4/2023	Linkedin Ads 8973788586 855-6535653, CA		_____	_____	37.47
Linkedin Ad for Head Start						
<hr/>						
5 12/4/2023	12/5/2023	Event Fee 2024 Housing 650-594-5955, CA		_____	_____	550.00
Registration Fee for Vanessa Mendoza to attend CA Annual Housing Conference in Long Beach, CA.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 12/7/2023	12/11/2023	Mamma Mia Bakersfield, CA				186.54
Foundation Lunch Meeting. See attached documentation.						
<hr/>						
7 12/7/2023	12/11/2023	Doubletree Hotels 504-5841300, LA				507.99
Hotel Fee for Oscar Martinez Contreras to attend the NHSA Conference in New Orleans.						
<hr/>						
8 12/7/2023	12/11/2023	Doubletree Hotels 504-5841300, LA				507.99
Hotel Fee for Nageley Portesgil - NHSA Conference in New Orleans.						
<hr/>						
9 12/7/2023	12/11/2023	Doubletree Hotels 504-5841300, LA				507.99
Hotel fee for Que'Mesha Banner to attend NHSA Conference in New Orleans, LA						
<hr/>						
10 12/7/2023	12/11/2023	Doubletree Hotels 504-5841300, LA				6.57
Fee charged for water at hotel for Que'Mesha Banner (see attached email). The credit was issued on the final invoice but no credit has been received to the agency credit card. Pending credit.						
<hr/>						
11 12/7/2023	12/13/2023	Doubletree Hotels 504-5841300, LA				-169.33
Credit Issued for hotel room for Claudia Rivera - NHSA Conference in New Orleans						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 12/8/2023	12/11/2023	Linkedin Ads 8995443536 855-6535653, CA				105.93
Linkedin Ad for Head Start						
<hr/>						
13 12/12/2023	12/13/2023	Lowes #00790 Bakersfield, CA				14.04
Purchase of tool to build new Outreach Podium.						
<hr/>						
14 12/13/2023	12/14/2023	Sequoia Sand Downtown Bakersfield, CA				200.45
FACE & CSPP Case Manager Meeting Lunch on 12-14-23. See attached documentation.						
<hr/>						
15 12/14/2023	12/15/2023	Linkedin Ads 9172870923 855-6535653, CA				96.60
Linkedin Ad for Head Start						
<hr/>						
16 12/15/2023	12/20/2023	Color Me Mine Bakersfie 661-6647366, CA				8.25
Fee charged for 2-1-1 Holiday / Staff Development Event. Noted on final invoice.						
<hr/>						
17 12/18/2023	12/19/2023	Mikado Teppan And Sushi Bakersfield, CA				538.67
Community Development Division Holiday / Staff Development Lunch.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
18	12/19/2023	12/20/2023	Color Me Mine Bakersfie 661-6647366, CA			448.84
Activity Fee for 2-1-1 Holiday / Staff Development meeting.						
<hr/>						
19	12/19/2023	12/22/2023	Que Pasa Mexican Cafe-Mar 661-6641400, CA			561.92
Meal for 2-1-1 Holiday / Staff Development meeting.						
<hr/>						
20	12/20/2023	12/21/2023	Facebk *46716xfem2 Fb.Me/Ads, CA			70.49
Facebook Ad for Head Start						
<hr/>						
21	12/20/2023	12/21/2023	Facebk *3huqaxbfm2 Fb.Me/Ads, CA			4.93
Facebook Ad for Head Start						
<hr/>						
22	12/20/2023	12/21/2023	Event Fee 2024 Housing 650-594-5955, CA			1,100.00
Registration fee for Karen Vazquez & Bradley Ryan Fergon to attend the Housing California Conference in Long Beach, CA.						
<hr/>						
23	12/21/2023	12/22/2023	Red Rock Adv Room Dep 9999999999, NV			270.07
Hotel Advance Deposit for Savannah Maldonado to attend the NCAP Management & Leadership Conference in Las Vegas, NV in February 2024						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
24	12/21/2023	12/22/2023	Red Rock Adv Room Dep 9999999999, NV			270.07
Hotel Advance Deposit for Andrea Reyes to attend the NCAP Management & Leadership Conference in Las Vegas, NV in February 2024						
25	12/21/2023	12/22/2023	Red Rock Adv Room Dep 9999999999, NV			270.07
Hotel Advance Deposit for Pritika Ram to attend the NCAP Management & Leadership Conference in Las Vegas, NV in February 2024						
26	12/27/2023	12/28/2023	Red Rock Adv Room Dep 9999999999, NV			270.07
Hotel Advance Deposit for Vanessa Mendoza for NCAP Management & Leadership Conference in Las Vegas, NV.						
27	12/28/2023	12/29/2023	Facebk Yf442xpwa2 650-5434800, CA			63.79
Facebook Ad - Head Start Recruitment						
						Transaction Count: 27 Total: 7,218.41

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Jeremy Tobias	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 11/30/2023	12/1/2023	Community Action Partner 202-265-7546, DC		_____	_____	660.00
Registration Fee for Jeremy Tobias to attend the NCAP Management & Leadership Conference in February, 2024.						
<hr/>						
2 12/1/2023	12/4/2023	Exxon Summit Bakersfield, CA		_____	_____	74.15
Gasoline for CEO's Agency Vehicle.						
<hr/>						
3 12/13/2023	12/14/2023	Bonnies Best Cafe Bakersfield, CA		_____	_____	123.75
Lunch for Executive Committee Meeting on 12/13/23. See attached documentation.						
<hr/>						
4 12/14/2023	12/18/2023	Mamma Mia Bakersfield, CA		_____	_____	750.00
Gift Cards for Holiday Gift for Board Members (15 x \$50 each).						
<hr/>						
5 12/14/2023	12/18/2023	Mamma Mia Bakersfield, CA		_____	_____	123.92
Executive Division Holiday / Staff Development Lunch. See attached documentation.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 12/18/2023	12/20/2023	Shell Oil12822045014 Bakersfield, CA				83.24
Gasoline for CEO's Agency Vehicle						
7 12/21/2023	12/22/2023	Red Rock Adv Room Dep 9999999999, NV				270.07
Hotel Advance Deposit for Board Member Denise Boshers to attend the NCAP Management & Leadership Conference in Las Vegas, NV in February 2024						
8 12/22/2023	12/26/2023	Red Rock Adv Room Dep 9999999999, NV				552.57
Hotel Room Deposit for Jeremy Tobias - NCAP Management & Leadership Conference in Las Vegas						
9 12/23/2023	12/26/2023	McW#1006-Coffee 866-2543229, CA				29.99
Monthly Car Wash Fee for CEO's Agency Vehicle.						

Transaction Count: 9

Total: 2,667.69

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 12/8/2023	12/11/2023	Microsoft#g034252520 Msbill.Info, WA		_____	_____ ✓ _____	1,256.84
Microsoft Billing Period 11/1/23 to 11/30/23						
<hr/>						
2 12/9/2023	12/11/2023	Target 00025247 Bakersfield, CA		_____	_____ ✓ _____	41.98
Target Label Maker purchase						
<hr/>						
3 12/14/2023	12/18/2023	Four Points Bakersfiel Bakersfield, CA		_____	_____ ✓ _____	753.20
Four Points room rental fees for Orville Abello, returning to Bakersfield to assist with BPN move to 18th Street						
<hr/>						
4 12/19/2023	12/20/2023	Msft * E0200q3uan Msbill.Info, WA		_____	_____ ✓ _____	11.20
Billing period 11/3/23 to 12/18/23						
<hr/>						
5 12/19/2023	12/20/2023	WI *mindbody Inc 805-250-8506, CA		_____	_____ ✓ _____	461.98
Recurring Subscription for Account #1572769						
<hr/>						

Transaction Count: 5

Total: 2,525.20

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 12/2/2023	12/4/2023	Newmark Corporation 757-466-2866, VA		_____	_____	646.50
5005 Business Park North Drain work required. Request by Maria Contreras						
<hr/>						
2 12/8/2023	12/11/2023	Sq *corks & Strokes Gosq.Com, CA		_____	_____	709.04
December Finance Team Building Event						
<hr/>						
3 12/11/2023	12/12/2023	Meathead Movers Inc 805-5446328, CA		_____	_____	1,644.25
CALVIP Program Family Relocation Request from Lois Hannible.						
<hr/>						
4 12/11/2023	12/13/2023	Securcare Self Storage 661-8346475, CA		_____	_____	296.00
CALVIP Program Family Relocation Request from Lois Hannible.						
<hr/>						
5 12/11/2023	12/13/2023	Securcare Self Storage 661-8346475, CA		_____	_____	58.56
CALVIP Program Storage for Family Relocation request Lois Hannible						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 12/21/2023	12/27/2023	Meathead Movers Inc 805-5446328, CA				-679.00
CALVIP Program for Family Relocation request by Lois Hannible.						

Transaction Count: 6

Total: 2,675.35

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 12/18/2023	12/19/2023	Costco Whse #0643 Bakersfield, CA		_____	_____	141.92
Housing & Supportive Services Staff Development purchase 12/19/23						
<hr/>						
2 12/18/2023	12/19/2023	Costco Whse #0643 Bakersfield, CA		_____	_____	88.86
Pie's for M Street Navigation Center holiday meal Dec 2023						
<hr/>						
3 12/20/2023	12/21/2023	Wm Supercenter #1624 Bakersfield, CA		_____	_____	29.21
Housing & Supportive Services items for Staff Development Day						
<hr/>						
4 12/21/2023	12/22/2023	Brooklyns Bbq 661-3332525, CA		_____	_____	996.81
Housing & Supportive Services food for Staff Development Day						
<hr/>						
5 12/21/2023	12/22/2023	Smart And Final 326 Bakersfield, CA		_____	_____	44.34
Housing & Supportive Services items for Staff Development Day						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 12/26/2023	12/28/2023	Wipfli Llp 608-2741980, WI				900.00
OMB's Uniform Guidance training Webinar 1/9/24 for Laurie Hughey						
<hr/>						
7 12/26/2023	12/28/2023	Wipfli Llp 608-2741980, WI				900.00
OMB's Uniform Guidance training Webinar 1/9/24 for Albert Garza						
<hr/>						
8 12/26/2023	12/28/2023	Wipfli Llp 608-2741980, WI				900.00
OMB's Uniform Guidance training Webinar 1/9/24 for Rosario Miranda						
<hr/>						

Transaction Count: 8

Total: 4,001.14

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 12/1/2023 - 12/29/2023

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 12/4/2023	12/6/2023	Vons #2033 Bakersfield, CA				18.06
		Special Diet Food				
2 12/4/2023	12/6/2023	Albertsons #3172 Bakersfield, CA				123.53
		Special Diet Food				
3 12/7/2023	12/11/2023	Hobby Lobby #556 Bakersfield, CA				252.18
		Purchase Hobby Lobby #556				
4 12/12/2023	12/13/2023	Ntlrest Servsafe 312-7151010, IL				30.00
		Food Handlers Certificates for JaNell Gore & Cassandra Worthy				
5 12/13/2023	12/14/2023	Costco Whse #0688 Bakersfield, CA				204.65
		MCAP Division Staff Development supplies				

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 12/13/2023	12/15/2023	The Home Depot 1050 Bakersfield, CA				247.89
MCAP Program Supplies for the Christmas Tree for Family Event						
<hr/>						
7 12/13/2023	12/15/2023	The Home Depot 1050 Bakersfield, CA				80.67
MCAP Program Staff Development Day giveaways 12/15/23						
<hr/>						
8 12/13/2023	12/15/2023	Sees Candy 0199 Bakersfield, CA				43.00
MCAP Program Staff Development Day giveaways 12/15/23						
<hr/>						
9 12/13/2023	12/15/2023	The Home Depot #1050 Bakersfield, CA				10.70
MCAP Program Staff Development Day giveaways 12/15/23						
<hr/>						
10 12/14/2023	12/15/2023	Costco Whse #0688 Bakersfield, CA				257.73
MCAP Program Staff Development Day food supplies 12/15/23						
<hr/>						
11 12/26/2023	12/27/2023	Lassens Natural Foods-Bk Bakersfield, CA				146.34
Special Diet-Foods/Milk's						
<hr/>						

Transaction Count: 11

Total: 1,414.75

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 (10 OF 12 MONTHS OR 83.3%)**

Line Item	2023/24 Budget	3/1/23 - 2/28/24 Actual	% Expended	Available Budget
USDA Revenue (Note A)	1,632,027	1,029,054	63.1%	602,973
Head Start Subsidy	<u>1,120,549</u>	<u>1,098,444</u>	<u>98.0%</u>	<u>22,105</u>
Total Revenue	<u><u>2,752,576</u></u>	<u><u>2,127,498</u></u>	<u><u>77.3%</u></u>	<u><u>625,078</u></u>
Expenditures (Note B)				
Salaries	880,250	636,891	72.4%	243,359
Benefits	253,487	182,758	72.1%	70,729
Vehicle Gasoline, Repair/Maintenance	45,000	38,041	84.5%	6,959
Space Costs	121,700	138,419	113.7%	(16,719)
Supplies - Office & Food Service	106,000	113,417	107.0%	(7,417)
Equipment Repair/Maintenance & Lease	25,000	16,214	64.9%	8,786
Communication	13,000	12,159	93.5%	841
Risk Insurance	12,700	10,712	84.3%	1,988
Printing	1,000	719	71.9%	281
Hiring & Employee Costs	1,200	1,439	119.9%	(239)
First Aid	500	-	0.0%	500
Raw Food/Vended Meals	<u>1,015,580</u>	<u>763,080</u>	<u>75.1%</u>	<u>252,500</u>
Sub Total	2,475,417	1,913,848	77.3%	561,569
Adult Meals Prepared	128,794	121,328	94.2%	7,466
Indirect	<u>148,365</u>	<u>92,322</u>	<u>62.2%</u>	<u>56,043</u>
Total Expenditures	<u><u>2,752,576</u></u>	<u><u>2,127,498</u></u>	<u><u>77.3%</u></u>	<u><u>625,078</u></u>

	Prior Period	DECEMBER 2023	Cumulative
Total Meals Prepared and Vended (Note C)	493,546	47,661	541,207
Total Meals Claimed	<u>309,622</u>	<u>29,718</u>	<u>339,340</u>
Difference	183,924	17,943	201,867
Percentage Claimed to Prepared/Vended		62.4%	62.7%

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 (6 OF 12 MONTHS = 50.0%)**

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	\$ 2,721,617	\$ 2,218,128	\$ 2,186,332	\$ 2,072,364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,818,354		
Add: Family Fees	-	-	-	55	55	-	-	-	-	-	-	-	\$ 109		
Net Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,721,617	\$ 2,218,183	\$ 2,186,387	\$ 2,072,364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,818,464	83.75%	
Maximum Reimbursable Amount (MRA) for Provider Payments													23,640,785		62.68%
Administration & Support Services Revenue															
Provider Payments	\$ 2,757,847	\$ 2,862,065	\$ 2,721,617	\$ 2,218,183	\$ 2,186,387	\$ 2,072,364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,818,464		
Reimbursement Rate	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%	x 23.8390%		
Revenue Earned	\$ 657,443	\$ 682,288	\$ 648,807	\$ 528,793	\$ 521,213	\$ 494,031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,532,575		
Program Administration/Support Services Costs	177,428	196,747	286,677	115,970	205,045	332,371	-	-	-	-	-	-	1,314,238	7.43%	
Indirect (10% x MTDC) Costs	292,056	304,728	299,241	231,786	236,882	195,953	-	-	-	-	-	-	1,560,645	8.82%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	\$ 469,484	\$ 501,475	\$ 585,918	\$ 347,756	\$ 441,927	\$ 528,324	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,874,883	16.25%	
Revenue Earned Over/(Under) Costs	\$ 187,960	\$ 180,813	\$ 62,889	\$ 181,037	\$ 79,286	\$ (34,293)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 657,692		
TOTAL COSTS - NET OF FAMILY FEES	\$ 3,227,331	\$ 3,363,540	\$ 3,307,535	\$ 2,565,939	\$ 2,628,314	\$ 2,600,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,693,347	100.00%	

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

Provider payments	14,818,464
Reimbursement Rate (19.25% / 80.75%)	x 23.8390%
Revenue Earned	<u>3,532,574</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 (6 OF 12 MONTHS = 50.0%)

	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	5,391	5,301	-	-	-	-	-	-	33,539	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 267,471	\$ 313,264	\$ 284,402	\$ 312,630	\$ 277,904	\$ 262,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,718,293	43.72%
Maximum Reimbursable Amount (MRA)													\$3,930,503	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.38%	99.76%	99.82%	99.78%	99.26%	99.41%								99.58%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	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	9,521	8,342	-	-	-	-	-	-	46,628	
Reimbursement Rate per Child per Day	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27	X \$5.27
Revenue Earned	\$ 171,560	\$ 375,128	\$ 454,961	\$ 588,144	\$ 526,245	\$ 461,074	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,577,111	36.36%
Maximum Reimbursable Amount (MRA)													\$7,087,664	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.42%	98.76%	98.62%	98.53%	98.63%	100.00%								98.92%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%								100.00%
MIGRANT CHILD CARE (CMIG-2004)														
Adjusted Days of Enrollment - Certified	18	50	65	79	58	68	-	-	-	-	-	-	336	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 907	\$ 2,552	\$ 3,374	\$ 4,054	\$ 2,964	\$ 3,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,331	5.95%
Maximum Reimbursable Amount (MRA)													\$291,239	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	92.75%	98.78%	100.00%	100.00%								98.28%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	97.75%	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 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 (6 OF 12 MONTHS = 50.0%)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-1242)														
Adjusted Days of Enrollment - Certified	2,278	3,336	3,413	3,882	3,318	3,217	-	-	-	-	-	-	19,444	
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	\$ 162,051	\$ 157,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 949,648	38.63%
Maximum Reimbursable Amount (MRA)													\$2,458,117	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.41%	99.36%	100.00%	99.92%	99.95%	100.00%								99.79%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%								100.00%

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

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

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

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

Services: Overall financial and accounting functions of the organization

Activities	December 2023		Year to Date		
	Description	Number	Amount	03/1/23 - 12/31/23	Amount
Bank Deposits		13	2,656,264	163	29,043,354
Wire Deposits		22	11,671,075	123	43,872,384
Head Start/IRS Drawdowns		0	0	42	26,247,337
Vendor Checks Issued		1,458	5,128,248	18,815	81,325,820
Payroll Disbursed			6,375,036		34,034,671
Grant Reports Prepared		39		276	
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					
CMAP 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	230	0	230		1,864
Contracts	25	2	23		171
Leases	2	14	2		16
Requests for Proposals	1	2	0		4

Business Services Projects					
Description		% Completed			Comments
Mental Health Consultant		50			Pending proposals
Gardening and Landscape		0			Pending Re-issue

Total Division Staffing 30 positions + 2 Vacancies

CFO	Accounting Technician (5)	Procurement Manager
Director of Finance	Accounting Specialist (2)	Business Contracts Specialist
Finance Administrator	Accounting Clerk (1)	Business Technician (2)
Payroll/HRIS Manager	AP Supervisor (1)	
Accounting Administrator	Fiscal Technician (2)	
Accounting Administrator - Energy	Payroll Specialists (3)	
Accountant (2)	Payroll Supervisor (1)	
Accountant II (2)	Administrative Assistant to CFO	

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

LIABILITES 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 Liabilites 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 DECEMBER 31, 2023	
ASSETS	
Cash in Bank	16,387,571
Cash - Vacation Reserve	1,018,299
Petty Cash	-
Accounts Receivable	(0)
Travel Advance	12,726
Prepaid Expense	488,499
Inventory	1,151,767
Net Fixed Assets - Unrestricted	10,489,960
Net Fixed Assets - Restricted	<u>29,812,303</u>
Total Assets	59,361,126
LIABILITES AND NET ASSETS	
Accounts Payable	5,490,343
Accrued Expenses	1,497,902
Accrued Vacation	1,016,527
Line of Credit	-
Note Payable	8,396,782
Advance Payable	2,550,947
Deferred Revenue	<u>4,012,071</u>
Total Liabilites	22,964,573
Total Net Assets	<u>36,396,554</u>
Total Liabilities and Net Assets	59,361,126

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2023 TO DECEMBER 31, 2023	
REVENUE	
Grant Revenue	99,848,928
Donations	326,287
Other Revenue	10,651,488
In-Kind	<u>11,561,435</u>
Total Revenue	122,388,137
EXPENDITURES	
Salaries	36,464,649
Benefits	9,443,149
Travel	794,875
Space Costs	10,855,118
Supplies	2,953,995
Consultant/Contract Services	4,813,238
Other Costs	4,037,336
Program Costs	31,281,483
Capital Expenditures	1,530,421
Indirect	8,663,129
In-Kind	<u>11,561,435</u>
Total Expenditures	122,398,829
Net Change in Assets	(10,692)
Net Assets, beginning	36,407,245
Net Assets, ending	36,396,554

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	47,100,100	33,219,346	13,880,754	71%
BENEFITS	14,073,704	8,604,686	5,469,018	61%
TRAVEL	945,786	653,917	291,869	69%
SPACE COST	23,660,079	19,208,558	4,451,521	81%
SUPPLIES	3,117,268	2,592,031	525,237	83%
EQUIPMENT	3,242,680	2,965,930	276,750	91%
CONSULTANT/CONTRACT SERVICES	4,701,828	3,757,812	944,016	80%
OTHER COSTS	3,184,583	3,379,925	(195,342)	106%
PROGRAM COSTS	27,411,577	31,139,781	(3,728,204)	114%
INDIRECT	10,269,644	8,729,372	1,540,272	85%
TOTAL	137,707,249	114,251,358	23,455,891	83%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	34,805,356	24,589,744	10,215,612	71%
BENEFITS	10,516,956	6,491,836	4,025,120	62%
TRAVEL	668,717	402,017	266,700	60%
SPACE COST	5,544,279	3,587,642	1,956,637	65%
SUPPLIES	2,449,189	1,779,201	669,988	73%
EQUIPMENT	810,970	306,626	504,344	38%
CONSULTANT/CONTRACT SERVICES	1,309,179	816,917	492,262	62%
OTHER COSTS	1,162,562	1,335,777	(173,215)	115%
PROGRAM COSTS	23,131,098	27,929,163	(4,798,065)	121%
INDIRECT	7,696,110	6,658,154	1,037,956	87%
TOTAL	88,094,416	73,897,077	14,197,339	84%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,791,680	3,285,585	1,506,095	69%
BENEFITS	1,486,523	834,299	652,224	56%
TRAVEL	110,349	128,998	(18,649)	117%
SPACE COST	6,385,230	3,493,103	2,892,127	55%
SUPPLIES	125,671	373,901	(248,230)	298%
EQUIPMENT	1,260,987	1,260,987	(0)	100%
CONSULTANT/CONTRACT SERVICES	648,910	484,013	164,897	75%
OTHER COSTS	409,174	528,077	(118,903)	129%
PROGRAM COSTS	3,068,971	2,547,039	521,932	83%
INDIRECT	932,114	763,669	168,445	82%
TOTAL	19,219,609	13,699,669	5,519,940	71%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,144,738	1,879,021	265,717	88%
BENEFITS	563,572	462,490	101,082	82%
TRAVEL	45,978	42,451	3,527	92%
SPACE COST	209,036	177,578	31,458	85%
SUPPLIES	270,912	205,974	64,938	76%
EQUIPMENT	107,306	107,306	0	100%
CONSULTANT/CONTRACT SERVICES	1,855,564	1,546,203	309,361	83%
OTHER COSTS	1,078,691	881,815	196,876	82%
PROGRAM COSTS	382,704	302,023	80,681	79%
INDIRECT	655,120	540,308	114,812	82%
TOTAL	7,313,621	6,145,171	1,168,450	84%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,219,812	2,447,803	1,772,009	58%
BENEFITS	1,226,969	587,966	639,003	48%
TRAVEL	55,702	47,677	8,025	86%
SPACE COST	953,189	1,478,084	(524,895)	155%
SUPPLIES	232,451	200,639	31,812	86%
EQUIPMENT	1,058,550	1,286,144	(227,594)	122%
CONSULTANT/CONTRACT SERVICES	830,833	748,408	82,425	90%
OTHER COSTS	380,166	505,623	(125,457)	133%
PROGRAM COSTS	825,804	324,113	501,691	39%
INDIRECT	779,220	591,149	188,071	76%
TOTAL	10,562,696	8,217,606	2,345,090	78%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	981,358	872,522	108,836	89%
BENEFITS	230,966	201,810	29,156	87%
TRAVEL	40,290	29,895	10,395	74%
SPACE COST	260,590	164,396	96,194	63%
SUPPLIES	30,245	20,937	9,308	69%
EQUIPMENT	4,867	4,867	(0)	100%
CONSULTANT/CONTRACT SERVICES	27,035	20,771	6,264	77%
OTHER COSTS	44,380	48,818	(4,438)	110%
PROGRAM COSTS	3,000	903	2,097	30%
INDIRECT	168,596	133,575	35,021	79%
TOTAL	1,791,327	1,498,495	292,832	84%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-23 TO 12-31-23 (83.3%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	157,156	144,672	12,484	92%
BENEFITS	48,718	26,284	22,434	54%
TRAVEL	24,750	2,879	21,871	12%
SPACE COST	10,307,755	10,307,755	(0)	100%
SUPPLIES	8,800	11,379	(2,579)	129%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	30,307	141,500	(111,193)	467%
OTHER COSTS	109,610	79,815	29,795	73%
PROGRAM COSTS	-	36,539	(36,539)	Not budgeted
INDIRECT	38,484	42,517	(4,033)	110%
TOTAL	10,725,580	10,793,341	(67,761)	101%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2023/24
BUDGET TO ACTUAL - 03/01/23 TO 12/31/23 (10 OF 12 MONTHS = 83.3%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 10,269,644	\$ 8,729,372	85.0%	\$ 1,540,272
Expenditures				
Salaries	4,684,733	3,547,868	75.7%	1,136,865
Benefits @ 23.6% actual	<u>1,216,557</u>	<u>847,866</u>	<u>69.7%</u>	<u>368,691</u>
Total Personnel Costs	5,901,290	4,395,734	74.5%	1,505,556
Operating Costs				
Travel	88,000	88,405	100.5%	(405)
Space Costs	386,450	205,969	53.3%	180,481
Supplies	354,950	425,024	119.7%	(70,074)
Consultant/Contract	1,049,000	957,642	91.3%	91,358
Other Operating Costs	<u>958,000</u>	<u>655,123</u>	<u>68.4%</u>	<u>302,877</u>
Total Operating Costs	2,836,400	2,332,162	82.2%	504,238
Total Expenditures	<u>\$ 8,737,690</u>	<u>\$ 6,727,896</u>	<u>77.0%</u>	<u>\$ 2,009,794</u>
Excess (Deficit) Indirect Revenue	<u>\$ 1,531,954</u>	<u>\$ 2,001,476</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,302,127	\$ 1,054,600	81.0%	\$ 247,527
Operations	2,952,565	2,179,377	73.8%	773,188
Executive	602,524	627,659	104.2%	(25,135)
Program Administration	-	455	Not budgeted	(455)
Finance	2,550,906	2,236,566	87.7%	314,340
Community Development	<u>1,329,568</u>	<u>629,239</u>	<u>47.3%</u>	<u>700,329</u>
	<u>\$ 8,737,690</u>	<u>\$ 6,727,896</u>	<u>77.0%</u>	<u>\$ 2,009,794</u>

Prepared Date: 01/30/24



MEMORANDUM

To: Budget & Finance Committee

Lois Hannible

From: Lois Hannible, Program Manager

Date: February 21, 2024

Subject: *Agenda Item 4i*: Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project – **Action Item**

CAPK partnered with the County of Kern to apply for State funds to implement a Health Navigator Medi-Cal Project. CAPK was awarded grant funds for the provision of Medi-Cal Health Navigator Project Services with a term of 7/1/2023 - 6/30/24. YTD over 4,000 people have been informed about Medi-Cal services through social media platforms and impressions and over 760 have been informed through phone calls and flyers. In addition, 21 individuals have been assisted with Medi-Cal enrollment services.

The County and CAPK are currently in the process of renewing the contract agreement for the Medi-Cal Health Navigator Project for FY 2024/2025.

The general scope of work for the Medi-Cal Health Navigator Project is to be facilitated by the Friendship House (FHCC) and 211, and consists of providing Medi-Cal outreach, education, enrollment, navigation, and renewal assistance for individuals in the community. The focus of the program is to encourage and assist current Medi-Cal beneficiaries to update their contact information on file with their local county social services agency and to inform them to complete and return renewal/recertification packets, when received.

The contract dates for the Medi-Cal Health Enrollment Navigator Project are July 1, 2024-June 30, 2025, for a contract amount of \$311,248.

Recommendation:

Staff recommends approval of the Medi-Cal Health Navigator Project agreement and authorize the Chief Executive Officer to sign and execute the contract agreement and any amendments throughout the term of the agreement.

Attachment:

Contract Renewal Agreement for the Medi-Cal Health Navigator Project is attached.

**AGREEMENT
FOR
PROVISION OF MEDI-CAL HEALTH ENROLLMENT
NAVIGATOR PROJECT SERVICES**
Independent Contractor
(COUNTY – Community Action Partnership of Kern)

THIS AGREEMENT (“**Agreement**”) is made and entered into on _____ (“**Execution Date**”), by and between the COUNTY OF KERN, a political subdivision of the State of California (“**County**”), as represented by the Department of Human Services (“**Department**”), and Community Action Partnership of Kern (CAPK), (“**Contractor**”), whose principal place of business is at 1300 18th Street., Suite 200 5005 Business Park North, Bakersfield, CA 93309 93301. County/Department and Contractor are referred to individually as a “**Party**” and collectively as the “**Parties**”. CONTRACTOR’S UNIQUE ENTITY IDENTIFIER NUMBER: MH2JA4FK2WK1.

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WHEREAS:

- a. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced, and competent to perform those services; and
- b. The Department has been chosen as a recipient for funding from the Department of Health Care Services for the administration of the Medi-Cal Health Enrollment Navigator Project to provide Outreach, Education, Enrollment, Navigation and Renewal services for the Medi-Cal program; and
- c. County recently engaged with the contractor to provide Medi-Cal Outreach, Education, Enrollment, and Renewal services and county desires to re-engage Contractor to continue to provide said services. Contractor, by reason of Contractor’s qualifications and experience, has offered to provide the required services on the terms set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. TERM

This Agreement shall commence on July 1, 2024 and shall remain in effect until June 30, 2025, unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall assume responsibility for providing Medi-Cal Health Enrollment Navigator Project services including Outreach, Education, Enrollment, Navigation, and Renewal assistance activities for the State Medi-Cal program for individuals in the community. Contractor agrees to perform the agreed upon and authorized Work Plan activities, as presented in **Exhibit “A”**, for the purpose of performing the Medi-Cal Health Enrollment Navigator Project and will meet the agreed upon target impact goals.

- A. Contractor shall attend meetings and trainings as set by the Department for the Medi-Cal Health Enrollment Navigator Project; and

B. Contractor shall provide Medi-Cal Navigator reports and invoicing consistent with the requirements listed above. Contractor shall use specific forms and systems as specified by the Department for tracking and reporting Medi-Cal Health Enrollment Navigator Project outcomes.

C. Reporting Responsibilities

- 1) Contractor shall provide monthly reports to Department by the 25th calendar day of each month following the month in which services are rendered. Report data shall include information as agreed upon by the County and Contractor on services that are provided within the scope of the Work Plan.
- 2) Reports shall be sent electronically in an Excel format as provided by Department by the twenty-fifth (25th) calendar day of each month following the month in which services were rendered.

3. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following services:

- A. Department shall disseminate information pertaining to this program to its staff and will process Medi-Cal applications and renewals for Medi-Cal services expeditiously once received from the Contractor.
- B. Department shall provide contractor monitoring and oversight.
- C. Department shall review monthly reports and approve invoices.

4. COMPENSATION

County shall reimburse Contractor, in an amount not to exceed \$311,248, as set forth in **Exhibit "B"**. No additional compensation will be paid. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

5. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

Contractor shall submit monthly to Department an invoice for reimbursement of allowable expenditures for the previous month. Costs claimed under this Agreement are subject to the following federal publications (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/):

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- A. All invoices shall be submitted in a form approved by Department and shall include:
 - 1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. Supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.

- 2) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County's rates which are in effect at the time the expense(s) is/are incurred.
- 3) Copies of invoices submitted to Contractor from subcontractors.
- 4) Invoices shall be sent to the following attention:

Fiscal Support Supervisor
 Accounts Payable Unit
 Kern County Department of Human Services
 PO Box 511
 Bakersfield, CA 93302

Contractor shall adjust from its billings to Department all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. Contractor accepts fiscal responsibility for any future audit findings resulting from Contractor's billings under this Agreement. Contractor shall refund County for all costs related to this Agreement which are disallowed by the California Department of Social Services ("CDSS") as a result of audit findings or insufficient funds available from the State.

Contractor shall comply with all audit exceptions by appropriate federal, State and County audit agencies as prescribed by the auditing agency, and provide all required audit documentation to Department pertaining to the services required by this Agreement.

Invoices shall be sent to Department's Accounts Payable Unit for processing by the 25th calendar day of the month following the month in which services were rendered. Payment will be made to Contractor within 30 days of receipt and approval of each complete invoice by Department.

- B. Department reserves the right to withhold payment if Contractor falls behind schedule or submits substandard work.
- C. Final invoices must be received by Department no later than 45 days following termination of this Agreement.
- D. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget categories or the addition of a budget category cannot be approved without prior submission of a revised budget by Contractor and prior written approval by Department.

6. AWARD INFORMATION DISCLOSURE

Pursuant to 2CFR 200.332, all recipients and subrecipients of federal funds must be provided additional information, including the Assistance Listings (AL) Number associated with each award and/or sub award. The AL Number(s) below is/are associated with this Agreement:

Assistance Listing Number	Program Title
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93.332	Cooperative Agreement to Support Navigators in Federally Facilitated Exchanges
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Additional award information can be found www.cdss.ca.gov-CFL 21/22-115.

7. REPRESENTATIONS

Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. Contractor has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and
- B. Contractor does not have any actual or potential interests adverse to County, nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

8. ASSIGNMENT

Contractor shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written approval of County.

9. NEGATION OF PARTNERSHIP

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

10. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

11. INDEMNIFICATION

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

12. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The Contractor shall promptly deliver the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

- A. Workers' Compensation and Employers Liability Insurance Requirement. In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

B. Liability Insurance Requirements:

- 1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence.
 - c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph B. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- 3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- 4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i)

maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- C. **All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.**
- D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- F. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- G. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- H. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after 10 days written notice by Contractor in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

13. EVALUATION

Services to be provided by Contractor shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Contractor. Contractor shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

Deficiencies that may be subject to non-payment of future invoices by County shall include:

- A. Failure to notify Department and receive prior written approval for any changes to Program delivery within 15 days of change for:
 - 1) Change in assigned program staff.
 - 2) Change in program or service hours and days.
 - 3) Change in program or service locations and access for participants.
- B. Failure to notify Department for written approval prior to any changes to delivery of program services. As designated in the contract.
- C. Failure to request, in writing, and receive written pre-approval from County for changes to, or the addition of line items in, the approved budget.
- D. Failure to provide written assurance of required civil rights training as detailed in **Section 33**, below.
- E. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

14. CONTRACT DISPUTE

Should a dispute arise between Contractor and County relating to performance under this Agreement, Contractor will, prior to exercising any other remedy which may be available, provide County with written notice of the particulars of the dispute within 30 calendar days of the dispute. County will meet with Contractor, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to Contractor. County will provide a written response to Contractor within 30 days of receipt of Contractor's written notice.

15. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 calendar days prior written notice to the other Party. In the event this Agreement is terminated by either Contractor or County, and if so requested by County, Contractor shall submit to County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. In the event of termination of this Agreement for any reason, County shall have no further

obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

16. NON-APPROPRIATION

County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given 30 days written notice in the event that such an action is required by County.

17. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Contractor shall be addressed as follows:

Community Action Partnership of Kern
Jeremy T. Tobias, CEO
~~5005 Business Park North 1300 18th Street, Suite 200~~
Bakersfield, CA ~~93309~~ 93301

Formatted: Superscript

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

18. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of County, and if so requested by County, shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

19. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It

is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

20. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

21. AUTHORITY TO BIND COUNTY

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

22. MODIFICATION OF AGREEMENT

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

23. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

24. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

25. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

- A. During the term of this Agreement, Parties may receive or create certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health

Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PHI the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

- B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with the HITECH Act, and applicable HIPAA Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PHI in a manner that is not authorized by the Parties or by applicable law.
- E. During the term of this Agreement, the contractor agrees to abide by the Information Exchange Agreement between the Social Security Administration (“SSA”) and the California Department of Health Care Services “DHCS”), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements (“TSSR”), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the Contractor agrees not to post these documents in a public viewing area including any public Internet site.** Contractor agrees to abide by all relevant requirements in the National Institute of Standards and Technology (“NIST”) Special Publications (“SP”) 800-122 and 800-53 (<https://www.nist.gov>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personally Identifiable Information (“PII”).

CONTRACTOR RESPONSIBILITIES

- 1) Contractor will provide a list of all employees who will have access to SSA data to the County prior to County giving Contractor access to such data. See **Exhibit "C"**.
- 2) Contractor and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the Contractor. Contractor will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Contractor will provide proof of such training to the Department as required by the MOUs.
- 3) Contractor agrees to allow the County to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:
 - a) Safeguards for sensitive information;
 - b) Technological safeguards on computer(s) that have access to SSA-provided information;
 - c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
 - d) Continuous monitoring of the Contractor's or agent's network and infrastructure and assets.
 - e) Compliance with all applicable TSSR and NIST guidelines.
- 4) Contractor will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.
- 5) Contractor agrees no PII or PHI record will be stored outside the Contractor's information system without approval by County. Contractor will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("**FIPS**") 199 security category of the information recorded on the media. Contractor will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- 6) Contractor is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Contractor will work with County on alternate methods to receive any PII/PHI documents.
- 7) Contractor is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "C"**.

- 8) Contractor will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Contractor will track, document, and verify media sanitization actions.
- 9) Contractor and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

COUNTY RESPONSIBILITIES

- 1) County will provide Contractor with training materials which the Contractor will use to assist in completing their initial and annual training. See **Exhibit "C"** for access instructions.
- 2) County will provide Contractor access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "C"** for access instructions.
- 3) County will maintain records of all Contractor's and employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.
- 4) If necessary, County will request records for evidentiary purposes when needed from the Contractor.
- 5) County agrees to provide a copy of their Breach Reporting Incident Policy to the Contractor along with contact names and telephone numbers for all County Privacy Officers.

26. BUSINESS ASSOCIATE ADDENDUM

Each Party agrees to execute the Business Associate Addendum attached hereto as **Exhibit "D"**, which covers obligations under HIPAA and HITECH, so that County may comply with its obligations under the HIPAA laws and Regulations.

27. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

28. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, such portions, or provisions shall be deemed severable and shall not be affected thereby, provided remaining

portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

29. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

30. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

32. COUNTERPARTS

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

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. Contractor will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21, including but not limited to, Section 21-117 Staff Development and Training. A copy of CDSS Manual of Policies and Procedures, Chapter 21 can be found at: www.cdss.ca.gov/inforesources/civil-rights.

Contractor understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event County is subject to any fiscal sanction or other legal remedies as a result of Contractor's failure to comply with the requirements of this section, Contractor shall indemnify and hold harmless County from any such fiscal sanction or other legal remedy imposed against County as provided in the indemnification provisions of this Agreement. Contractor shall participate in and pay County's costs incurred in County's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

Contractor acknowledges that the County, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, (**Exhibit "E"**). By signing this Agreement, Contractor, as a recipient of such funding through the County, shall be equally bound to comply with each and every requirement set forth therein.

34. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall submit Reporting Package of a single audit performed by an Independent Certified Public Accountant (CPA) as required by law and permitted by 2 CFR 200 Subpart F when aggregate federal funding is \$750,000 or more in a fiscal year to the Federal Audit Clearinghouse. Additionally, Contractor shall provide copy of single audit to the County at:

internalaudit@kerndhs.com

If aggregate federal funding is less than \$750,000 in a fiscal year, Contractor must provide County with a letter stating the amount of aggregate federal funding received. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

35. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's

subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

- B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

36. CAPITAL ASSET EQUIPMENT

- A. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used by Contractor, said equipment, shall remain with and continue to be used by Contractor subject to DHS's written consent.
- B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- D. Contractor shall maintain an inventory list of tangible capital assets at \$5,000 or more and intangible (Equipment Inventory valued between \$1,000 and \$4,999. Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of \$1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to:

DHSContracts@kerndhs.com

A cumulative inventory of all property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose.

Contractor shall record the following information when property is acquired:

1. Date acquired on site.
2. Item description (include model number).
3. Tag number or other tag identifier.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Location
7. Condition

37. LOBBYING CERTIFICATION

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

38. POLITICAL OR RELIGIOUS ACTIVITY

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of County property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

39. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments or considerations related to the provision of services under this Agreement.

40. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

41. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

42. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____

By _____
Chairman, Board of Supervisors
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: _____

By _____
Jeremy Tobias, CEO
"Contractor"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: _____

By _____
Lito Morillo, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: _____

By _____
Bryan Walters, Deputy County Counsel

EXHIBIT "A"
Work Plan

Work Plan Instructions
<p>The Department of Health Care Services (DHCS) is requesting a completed Work Plan for the Health Navigators Project. The Work Plan provides an overall scope of work efforts each project partner anticipates to implement and execute throughout the duration of the Health Navigators Project. DHCS will use the Work Plan as part of the application process and, if awarded, as a way to refer and monitor the work being completed in your county. Please complete each section of the Work Plan and provide realistic goals, activities, and approaches based on your community and county needs and organizational capacity.</p>
Planning & Start-Up
<p>Identify specific program planning and start-up activities your county or organization will implement before beginning navigation efforts. Identify the anticipated completed by date or timeframe.</p>
Normal Operations
<p>Identify specific strategies and activities your county or organization intends to utilize and execute to meet the core objectives of AB74, (outreach, application assistance, enrollment, navigation, retention, and troubleshooting). Identify specific target population(s) and the responsible entity who will implement these activities.</p>
Public Health Emergency (PHE) Plan
<p>Per the Medi-Cal Health Enrollment Navigators Project (HNP) Bulletin 2022-002, the Department of Health Care Services (DHCS) is preparing for the eventual termination of the COVID-19 PHE and the unwinding of efforts implemented as part of the response to this emergency. To prepare for the resumption of normal operations within our communities, HNP is requesting partners to implement focused activities, above and beyond, based off the status of the PHE. As such, identify below, the specific strategies and activities your county or organization intends to utilize and execute to meet each focus relating to the status of the PHE. Identify specific target population(s) and the responsible entity that will implement these activities.</p>
During PHE
<p>These focused activities are implemented while PHE is in effect. Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information. Identify if the outreach will be direct or if media outreach will be used. Identify specific target population(s) and responsible entity that will implement these activities.</p>
60 Days Prior To PHE Termination
<p>These focused activities are implemented from the 60 day notice through the end of PHE. Identify activities relating to outreach to encourage beneficiaries to update their contact information with their local county services office and check for upcoming renewal packets. Identify specific target population(s) and the responsible entity that will implement these activities.</p>
12 Month PHE Unwinding Period
<p>These focused activities are implemented at the end of the PHE through the unwind period as directed by DHCS. Identify activities that support the retention and redetermination of Medi-Cal benefits. Identify the specific target population(s) and the responsible entity that will implement these activities.</p>
Project Goals
<p>For tab 5, on the normal operations table, identify the number of individuals your county or organization anticipates to encounter for each data point related to normal operations. Enter the number for each goal under each fiscal year (FY). On the Focused Activities for PHE table identify the number of individuals your county or organization anticipates to encounter for each data point related to PHE Focused Activities.</p>

NAVIGATORS PROJECT WORK PLAN

Program Planning and Startup Plan

Section 1: Identify specific Navigators Project's planning and start-up activities and the anticipated completion dates for the activities identified		
PROGRAM PLANNING AND START-UP ACTIVITIES What strategies/ activities will be used to achieve?	ANTICIPATED COMPLETION DATE	ACTUAL COMPLETION DATE
Complete the application forms for submittal to DHCS for the Navigator Project. Meet with provider CBO agencies to determine best approach.	November 15, 2022	
Obtain approval from Kern County Board of Supervisors (KCBOS), Kern County Administrative Offices (KCAO), and internally communicate participation and readiness for county CBO collaboration, for such participation.	November 2022	
DHCS develops and provides deliverables letter and forms to Awardees.	November 2022	
KCDHS informs CBO's of award and negotiates with amount of funding awarded as needed.	November 2022	
KCDHS confirms collaborative efforts with proposed CBOs through contractual agreements. Development of contract language, communications, negotiations, and agreements reached with CBOs. Internal approvals and communications continue - KCAO, KCBOS, Kern County Legal, KCDHS and Finance	December 2022	
KCDHS develops Training Modules and CBO related project documents for implementation of Navigators project.	December 2022	
KCDHS - develops and refines internal systems for: fiscal functions, project operations oversight and reporting, project support, for project implementation through CBOs, and internal efforts.	December 2022	
KCDHS reviews DHCS requirements and considers best practices for obtaining, reviewing, and evaluating data to meet the needs of the project and how to integrate these with the CBO data gathering and reporting requirements.	December 2022	
Additionally, KCDHS develops Training Modules and CBO related project documents for implementation of the Navigator project and establishes standardized monthly communication meetings. KCDHS - develops and refines internal systems for: through CBOs' tracking systems, project communication systems.	December 2022	
KCDHS develops forms and Outreach materials for CBO Partners to utilize in their Outreach, Enrollment, and Retention efforts to increase positive project outcomes and maximize eligible Target Populations applicant utilization.	December 2022	
CAPK presents the new contract agreement to the Board of Directors	December 2022	
CAPK hires staff to support program implementation	January 2023	
CAPK purchases required onboarding materials including desks, phones, etc.	January 2023	

Normal Operations			
Section 2: Identify specific outreach, application assistance, enrollment, access & utilization to health care, food/shooting, and retention strategies and activities that meets the core objectives of AB 74 you will conduct to implement this approach. Identify specific target populations and the responsible entity who will implement these activities. Please list an activity/ies for each task. For reference, a short list of examples of activities under each task is on Tab 6.			
Task	STRATEGIES AND ACTIVITIES What strategies/ activities will be used to achieve the AB74 goals?	TARGET POPULATIONS Refer to Tab 6	RESPONSIBLE ENTITY Name of county or CBO, or subcontracted entity
Outreach	All current and new incoming clients will be contacted and offered information and assistance regarding Medi-Cal Health care coverage benefits. Also, beneficiaries will be encouraged to update contact information and to watch for renewal packets.	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Outreach	Outreach and enrollment services will be offered at community resource fairs and via social media which have been determined to be strategically advantageous in reaching the desired Targeted Populations.	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	KCDHS and CAPK
Outreach	Community outreach and canvassing of need for Medi-Cal health coverage will be conducted in neighborhoods where the need is determined to be high, to include locations such as food pantries, schools, libraries, churches and other locations where the public gather. Enrollment assistance and follow up for individuals and families will be provided as necessary.	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	KCDHS
Application Assistance	The Parents of Youth enrolled in other CBO Programs will be contacted to provide information and education (Outreach services) regarding MAGI Medi-Cal and to offer assistance in the application process as needed.	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	KCDHS
Media Outreach	Due to COVID there is limited booth-based outreach is not possible. As a result, CAPK will provide expand outreach to include through social media platforms such as Instagram, Facebook & Twitter; also chat websites such as Zoom, Skype, Microsoft Teams, Podcasts, video promos. Outreach will also include mailings, flier distributions, radio coverage, live	<ul style="list-style-type: none"> <input type="checkbox"/> Persons who are low-wage workers and their families or dependents/ <input type="checkbox"/> Persons who are homeless/ Young people of color/ Aged persons/ <input type="checkbox"/> Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal 	Community Action Partnership of Kern (CAPK) Program Educator

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)

Attachment 2

-NAVIGATOR PROJECT WORK PLAN-		
Outreach	CAPK will provide Medi-Cal outreach and enrollment services at the CAPK Food Bank commodity distributions, senior food giveaways, and at CAPK WIC sites located throughout Kern County	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal
Application Assistance	CAPK will contact the parents of youth enrolled in the CAPK Friendship House & Shafer Youth Center After-School programs and CAPK Head Start programs will be contacted to provide information and assistance regarding Medi-Cal Health Care coverage/benefits.	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal
Application Assistance	CAPK 211 Program Specialist will conduct follow-up calls to the target population after the initial contact is made through 2-1-1. Three attempts will be made to reach each caller by phone. CAPK currently provides assistance to individuals applying for CalFresh through the 211 system. Enrollment and assistance to individuals applying for Medi-Cal will be offered concurrently with the support and assistance currently provided to those applying for CalFresh	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)

Attachment 2

	(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)	NAVIGATORS PROJECT WORK PLAN	
Enrollment	CAPK/Program Specialist will follow 2-1-1 project protocol, asking a series of demographic questions to determine Medi-Cal eligibility. 2-1-1 callers will be offered an onsite appointment for Medi-Cal enrollment via the BenefitsCal website portal. Medi-Cal education will be offered by Program Specialist s, following 2-1-1 call/campaign information Program Specialist s will offer added assistance to 2-1-1 in screening callers for Medi-Cal eligibility, and will offer Medi-Cal outreach and education to all callers. CAPK/Program Specialist s will also offer onsite/in person and/or phone appointments for Medi-Cal enrollments and will assist in completing KCDHS, along with CBO Partners, will collaborate throughout Kern County as deemed necessary to supplement activities, and/or increase positive outcomes provided by CBO Partners, and/or to incorporate events and opportunities not otherwise captured through CBO Partners.	Person who are low-wage workers and their families or dependents/ Persons who are "homeless" Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Specialist
Access & Utilization	Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (such as Data Systems, Enrollment follow-up requirements) CBO outcomes will be monitored and reported.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Access & Utilization	KCDHS reviews enrollments and considers the best practices for obtaining, and communicating data to meet needs of project while remaining consistent with confidentiality requirements.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Troubleshooting	KCDHS will develop and refine internal systems: I.E. Information Technology systems, fiscal A/P, A/R, and monitoring systems, KCDHS applicants through CBOs' tracking systems, project communication systems. KCDHS will develop forms and materials for CBO Partners to utilize in their efforts to increase positive project outcomes and maximize eligible Target Populations for RETENTION of Medi-Cal.	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Troubleshooting		<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)

Attachment 2

		NAVIGATORS PROJECT WORK PLAN	
Retention	Once eligibility is determined, and if enrolled, client will be put on a 10-month follow-up list for re-enrollment assistance services. KCDHS will assist as able with client status confirmation, as well as with data confirmation.	<ul style="list-style-type: none"> <input type="checkbox"/>Persons with mental health disorder needs <input type="checkbox"/>Persons with substance use disorder needs <input type="checkbox"/>Persons with other disabilities <input type="checkbox"/>Aged persons <input type="checkbox"/>Persons who are homeless <input type="checkbox"/>Young people of color <input type="checkbox"/>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/>Immigrants and families of mixed immigration status <input type="checkbox"/>Persons with limited English proficiency <input type="checkbox"/>Low-wage workers and their families or dependents <input type="checkbox"/>Uninsured children and youth formerly enrolled in Medi-Cal 	KCDHS
Retention	CAPK will contact current Medi-Cal clients in Kern County to offer information and assistance regarding continued coverage for Medi-Cal Health Care benefits.	<ul style="list-style-type: none"> <input type="checkbox"/>Person who are low-wage workers and their families or dependents/ <input type="checkbox"/>Persons who are homeless/ Young people of color/ Aged persons/ <input type="checkbox"/>Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal. 	Community Action Partnership of Kern (CAPK)
Retention	CAPK Program Specialist will provide call follow-ups, screening, Medi-Cal education and enrollments. 211 will screen every caller for potential Medi-Cal eligibility and offer onsite education and retention services	<ul style="list-style-type: none"> <input type="checkbox"/>Person who are low-wage workers and their families or dependents/ <input type="checkbox"/>Persons who are homeless/ Young people of color/ Aged persons/ <input type="checkbox"/>Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal. 	Community Action Partnership of Kern (CAPK)
Access & Utilization	KCDHS will seek and take advantage of the opportunities that arise as made possible by insight and available resources. Here to, KCDHS will provide support with data confirmation as able.	<ul style="list-style-type: none"> <input type="checkbox"/>Persons with mental health disorder needs <input type="checkbox"/>Persons with substance use disorder needs <input type="checkbox"/>Persons with other disabilities <input type="checkbox"/>Aged persons <input type="checkbox"/>Persons who are homeless <input type="checkbox"/>Young people of color <input type="checkbox"/>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/>Immigrants and families of mixed immigration status <input type="checkbox"/>Persons with limited English proficiency <input type="checkbox"/>Low-wage workers and their families or dependents <input type="checkbox"/>Uninsured children and youth formerly enrolled in Medi-Cal 	KCDHS
Troubleshooting	Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (Data Systems, Enrollment follow-up requirements, etc.) CBO outcomes will be monitored and reported.	<ul style="list-style-type: none"> <input type="checkbox"/>Persons with mental health disorder needs <input type="checkbox"/>Persons with substance use disorder needs <input type="checkbox"/>Persons with other disabilities <input type="checkbox"/>Aged persons <input type="checkbox"/>Persons who are homeless <input type="checkbox"/>Young people of color <input type="checkbox"/>Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/>Immigrants and families of mixed immigration status <input type="checkbox"/>Persons with limited English proficiency <input type="checkbox"/>Low-wage workers and their families or dependents <input type="checkbox"/>Uninsured children and youth formerly enrolled in Medi-Cal 	KCDHS
	(Select One)		
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	(Select One)		

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
 NAVIGATORS PROJECT WORK PLAN

Attachment 2

Public Health Emergency (PHE) Plan			
Section 3: On this tab, partners should list additional activities that go above and beyond the core AB74 activities as for the following phases of PHE. 1) Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information such as: name, address, phone number, and email so the county can contact beneficiaries with important information about keeping their Medi-Cal coverage. Identify specific target population(s) and the responsible entity who will implement these activities. 2) Identify activities relating to outreach and retention during the 60 days prior to PHE termination. Identify specific target population(s) and the responsible entity who will implement these activities. 3) Identify activities relating to the PHE unwind which focuses on retention. Identify specific target population(s) and the responsible entity who will implement these activities.			
Task	STRATEGIES AND ACTIVITIES What strategies/ activities v	TARGET POPULATIONS Refer to Tab 6	RESPONSIBLE ENTITY Name of county or CBO, or subcontracted entity
Outreach	Implement Phase 1 with the strategies below	During PHE <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will encourage beneficiaries to update contact information	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will inform beneficiaries to watch for renewal packets in the mail	<input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal	CAPK

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN

Attachment 2

Retention Assis	Program Educators will support community members with updating their contact information through the local DHS office	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK and DHS
Retention Assis	Program Educators will disperse messaging about the importance of Medi-Cal and how to enroll	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assis	Information and Referral Specialist will share Medi-Cal information with every person that calls into 2-1-1	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assis	Information and Referral Specialist will share information regarding the PHE termination and share the importance of updating their contact information	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK

**(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN**

Attachment

Retention	Program Specialist supports the completion of Medi-Cal applications through BenefitsCal	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Specialist will share information regarding the PHE termination and share the importance of updating their contact information	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will support the re-certification of the application renewal process and updating of contact info	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Information and Referral Specialist will follow up with all eligible parties to support their enrollment	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
(Select One)			
(Select One)			
60 Days Prior to PHE Termination			

**(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN**

Attachment 2

Retention Assist	Implement Phase 2 with the strategies below	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Promote continuity of coverage for beneficiaries by educating eligible populations that a termination of PHE will take place	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Inform beneficiaries to watch for their renewal packets in the mail	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Retention Assist	Encourage community members to return requested information and review/update contact information	<ul style="list-style-type: none"> Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
(Select One)			
(Select One)			
(Select One)			
12 Month PHE Unwinding Period			

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN

Attachment 2

Outreach	Continue to implement Phase 1 and Phase 2 strategies as listed above	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Outreach	Outreach to the community to inform them of Medi-Cal	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
Outreach	Provide assistance with Medi-Cal applications and follow up with applicants	<ul style="list-style-type: none"> <input type="checkbox"/> Persons with mental health disorder needs <input type="checkbox"/> Persons with substance use disorder needs <input type="checkbox"/> Persons with other disabilities <input type="checkbox"/> Aged persons <input type="checkbox"/> Persons who are homeless <input type="checkbox"/> Young people of color <input type="checkbox"/> Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision <input type="checkbox"/> Immigrants and families of mixed immigration status <input type="checkbox"/> Persons with limited English proficiency <input type="checkbox"/> Low-wage workers and their families or dependents <input type="checkbox"/> Uninsured children and youth formerly enrolled in Medi-Cal 	CAPK
[Select One]			CAPK
[Select One]			

Normal Operations			
	FY 2022-23	FY 2023-24	FY 2024-25
Media Outreach	2,940,775	2,941,775	2,942,775
Direct Outreach	30,000	35,000	40,000
Application Assistance	870	900	950
Enrollment	112	122	132
Retention	17,300	17,400	17,500
Navigation			
Troubleshooting			

Focused Activities For PHE	
Direct Outreach	9,000
Application Assistance	920
Media Outreach	1,000,060
Enrollment	135
Retention	17,500
Navigation	
Troubleshooting	

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN

Attachment 2

Target Populations	
1.	Persons with Mental Health Disorders
2.	Persons with Substance Use Disorders
3.	Persons with Other Disabilities
4.	Aged Persons
5.	Homeless Persons
6.	Young People of Color
7.	Immigrants & Families of Mixed Immigration Status
8.	Persons with Limited English Proficiency
9.	Low-Wage Workers and their Families and Dependents
10.	Uninsured Children or Youth Formerly Enrolled in Medi-Cal
11.	Persons Who are in County Jail or State Prison, on State Parole, on County Probation, or Under Post Release Community Supervision

Task	Definition	Example
Enrollment	Activities for this task are for individuals encountered who were enrolled into/approved for Medi-Cal as a result of submitting their application package.	Example activities include processing/approving the Medi-Cal application or when Medi-Cal enrollment is a direct result of being educated by or receiving assistance from the Navigators Project.
Retention	Activities for this task are for individuals encountered that result in their continuation of their Medi-Cal benefits, or re-establishing eligibility within the 90 day cure period.	Example activities include processing redeterminations, change in circumstance reports, assisting individuals complete the redetermination packets and and/or submit required substantiating documentation.
Direct Outreach	Activities for this task are if the individual was directly encountered as part of the outreach activities. For purposes of this Project, "outreach" is defined as "Individuals being informed or educated about Medi-Cal Program including how to apply for and keep Medi-Cal benefits."	Example activities include community events, handing out flyers, and direct calls.
Media Outreach	Activities for this task are used if the individual was encountered through various media platforms as part of the outreach activities. For purposes of this Project, "outreach" is defined as "Individuals being informed or educated about Medi-Cal Program including how to apply for and keep Medi-Cal benefits."	Example activities include radio ads, bill board ads, and an Instagram post.
Application Assistance	Activities for this task are when an individual encountered was assisted in completing any or all parts of the Medi-Cal application package.	Example activities include filling out an application, and/or submit required substantiating documentation.
Access & utilization to health care	Activities for this task include assisting with access & utilization to health care.	Example activities include providing information about how to use Medi-Cal, explaining the difference between managed care and eligibility.
Troubleshooting	Activities are assisting with resolving any problems or issues associated with their Medi-Cal benefits and access to care.	Example activities include researching limitations or denials of care, requesting new Medi-Cal Benefits Identification Cards, and providing points of contact to resolve issues.
Assistance with Redetermination	Activities for this task are when an individual encountered was assisted in completing any or all parts of the Medi-Cal annual redetermination package prior to their redetermination date, or those same efforts during the 90 day cure period to retain.	Example activities include researching limitations or denials of care, requesting new Medi-Cal Benefits Identification Cards, and providing points of contact to resolve issues.

6 - information (TPs, Task Ex)

Page 1 of 1

EXHIBIT "B"
Budget

<p><i>Community Action Partnership of Kern (CAPK)</i></p> <p><i>Medi-Cal Health Navigator Project</i></p> <p>FY 24/25</p>	
Line Item	Budget Amount
SALARIES	\$160,998
PAYROLL TAXES & BENEFITS	\$43,470
OPERATIONAL COSTS	\$78,485
TOTAL DIRECT COSTS	\$282,953
OVERHEAD OR INDIRECT COSTS	\$28,295
TOTAL COSTS	\$311,248

Community Action Partnership of Kern (CAPK)
Medi-Cal Health Navigator Project
FY 24/25

Line Items	Descriptive Narratives
SALARIES	\$160,998
Salaries	Two Program Educators, 1 Program Manager, 1 Information and Referral Specialist, and 1 Program Specialist.
PAYROLL TAXES & BENEFITS	\$43,470
Benefits @ 27%	FICA/FICA-MED Expense. The benefits include employer payroll taxes and benefits @ 27% of Salaries and wages. Benefits include retirement, medical, dental, vision, workerscomp, life and accidental insurance.
OPERATIONAL COSTS	\$78,485
Mileage	The operational expenses are prorated using CAPK's allocation schedule for the occupied square footage being used for the operation of this program. Costs include space costs, rent/leases, and utilities. Additional costs include staff mileage, program supplies, outreach costs, computer & peripheral supplies, hiring costs/other, printing, consultant (to support marketing strategies and management), and client incentives (i.e. hand sanitizer key chains).
Program Supplies	
Computer & peripheral Supplies	
Rent/Leases (\$726 month); Space Costs; Utilities	
Other/Hiring Costs	
Printing	
Outreach	
Consultant	
Client Incentives	
TOTAL DIRECT COSTS	\$282,953
OVERHEAD OR INDIRECT COSTS	\$28,295
	Certified Rate 0% Fixed Rate 10%
TOTAL COSTS	\$311,248

EXHIBIT "C"

The Department of Human Services (DHS) entered into a Memorandum of Understanding with the California Department of Healthcare Services (DHCS), effective September 2, 2016, and with the California Department of Social Services (CDSS), effective May 18, 2017, regarding the protection of Personally Identifiable Information (PII) that we share with our Contractors. The definition of PII covered by these MOUs refers to "specific information about an individual used to trace that individual's identity. Information such as his/her name, Social Security number (SSN), date and place of birth, mother's maiden name or biometric records, alone, or when combined with other personal identifying information is linkable or linked to a specific individual's medical, educational, financial, and employment information."

DHS' agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting BAAContracts@kerndhs.com. **You may not post any of the MOUs or the TSSR/NIST documents in a public place as specified by the Social Security Administration.**

Below are highlights of requirements outlined in the Agreement. This is not a comprehensive list, so please ensure you are familiar with responsibilities outlined in the Agreement relating to PII.

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to BAAContracts@kerndhs.com.
- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department's Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.
- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

The Department of Human Services is committed to protecting all PII information that is shared with Contractors and trust Contractors share in this commitment.

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3432) BAAContracts@kerndhs.com
- Human Resources Manager (661-633-7373) BAAContracts@kerndhs.com

EXHIBIT "D"

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between County of Kern, by and through the Department of Human Services ("CE") and Community Action Partnership of Kern ("BA").

RECITALS

- A. CE wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

Catch-all definition:

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

Specific definitions:

- (a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the name of the Business Associate listed above.
- (b) **Covered Entity.** "Covered Entity" or "CE" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Human Services.
- (c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) **Electronic Health Record** shall have the meaning given to such term in the

HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

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

- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

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

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
- (d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- (e) **Business Associate's Agents.** BA shall ensure that any agents, including

subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D); 45 C.F.R. § 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).

- (f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- (g) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- (h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- (i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect

to the Protected Information.

- (j) **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- (l) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- (a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- (b) **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or

requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

(c) Obligations of Business Associate Upon Termination.

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

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

4. **Indemnification**

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

5. **Disclaimer**

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

6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's

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

7. **Amendment**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. **Assistance in Litigation or Administrative Proceedings**

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

9. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. **Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. **Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any

ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT "E"

VENDOR ASSURANCE OF COMPLIANCE WITH
THE KERN COUNTY DEPARTMENT OF HUMAN SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT Community Action Partnership of Kern

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.