

File No. 120599

Committee Item No. 9

Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date 6/21/12 6/22/12

Board of Supervisors Meeting

Date 7/17/12

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | *Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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Completed by: Victor Young Date June 14, 2012
 Completed by: Victor Young Date 7-3-12

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
 The complete document can be found in the file.

1 [Contract Modification - Children's Council of San Francisco – Child Care Services - Not to
2 Exceed \$240,869,365]

3 **Resolution approving the contract modification between the City and County of San**
4 **Francisco and the Children’s Council of San Francisco to provide childcare services**
5 **for the period of July 1, 2012, to June 30, 2017, for an amount not to exceed**
6 **\$240,869,365.**

7
8 WHEREAS, The City and County of San Francisco wishes to provide a system of child
9 care referrals and subsidies to eligible children and families; and

10 WHEREAS, The State CalWORKs program, through the State Department of
11 Education and the State Department of Social Services, is providing funding for child care
12 services; and

13 WHEREAS, The State Department of Education requires that this funding be provided
14 through an approved Alternative Payment Provider; and

15 WHEREAS, The Board of Supervisors has previously approved a contract for this
16 service with this contractor for the period of July 1, 2006 to June 30, 2012 in the amount of
17 \$269,624,415, on file with the Clerk of The Board of Supervisors in File No. 06-0334
18 Resolution No. 307-06; now, therefore, be it

19 RESOLVED, That the Board of Supervisors hereby approves this contract modification
20 with the Children’s Council of San Francisco to provide child care services for the period from
21 July 1, 2012, through June 30, 2017, in the amount not to exceed \$240,869,365.

The Budget and Legislative Analyst Reports for the Mayor's Fiscal Year 2012-2013 to Fiscal Year 2013-2014 Budget for the following files are located in Board of Supervisors **File No. 120591:**

120592
120593
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120596
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120601
102602
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120608
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120638
120641
120642
120673

CHILDREN'S COUNCIL OF SAN FRANCISCO

3% increase per year

| Program Description | FY 12/13 | FY 13/14 | FY 14/15 | FY 15/16 | FY 16/17 |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Child Care Connection SF3C | \$516,255 | \$516,255 | \$516,255 | \$516,255 | \$516,255 |
| C-WAGES | \$405,336 | \$405,336 | \$405,336 | \$405,336 | \$405,336 |
| C-Wages CTR Grants | \$7,363,243 | \$7,363,243 | \$7,363,243 | \$7,363,243 | \$7,363,243 |
| C-Wages FCC Grants | \$2,056,747 | \$2,056,747 | \$2,056,747 | \$2,056,747 | \$2,056,747 |
| Family Childcare Quality Network | \$883,087 | \$883,087 | \$883,087 | \$883,087 | \$883,087 |
| City Childcare | \$5,263,498 | \$5,263,498 | \$5,263,498 | \$5,263,498 | \$5,263,498 |
| Homeless ACCESS | \$1,744,421 | \$1,744,421 | \$1,744,421 | \$1,744,421 | \$1,744,421 |
| Stage 1 CalWorks | \$11,271,983 | \$11,271,983 | \$11,271,983 | \$11,271,983 | \$11,271,983 |
| Stage 1 Trustline | \$37,978 | \$37,978 | \$37,978 | \$37,978 | \$37,978 |
| Stage 2 CalWorks | \$10,209,361 | \$10,209,361 | \$10,209,361 | \$10,209,361 | \$10,209,361 |
| CDE-CAAP | \$170,636 | \$170,636 | \$170,636 | \$170,636 | \$170,636 |
| FCS Childcare | \$3,076,176 | \$3,076,176 | \$3,076,176 | \$3,076,176 | \$3,076,176 |
| Resource and Referral | \$452,000 | \$452,000 | \$452,000 | \$452,000 | \$452,000 |
| Food Programs -Wu Yee | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 |
| Food Programs-CCSF | \$45,000 | \$45,000 | \$45,000 | \$45,000 | \$45,000 |
| SFCCSS | \$1,843,125 | \$1,843,125 | \$1,843,125 | \$1,843,125 | \$1,843,125 |
| Annual Budget | \$45,368,846 | \$46,729,911 | \$48,131,809 | \$49,575,763 | \$51,063,036 |

Total Budget Amount

\$240,869,365

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

| | |
|--|--|
| City Elective Officer Information (Please print clearly.) | |
| Name of City elective officer(s): Members, Board of Supervisors | City elective office(s) held: Members, Board of Supervisors |

Contractor Information (Please print clearly.)

Name of contractor:
Children's Council of San Francisco

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

- 1) See attached list
- 2) Sandee Blechman, Executive Director
John Uselman, Director of Finance
- 3)n/a
- 4)Catholic Charities
Chinatown Community
Compass Children's Center
Economic Opportunity Council
Florence Crittenton/WY
Frandelja
Family Service Agency
Good Samaritan FRC
Janet Pomeroy Center
Mission CC Consortium
Mission Neighborhood Centers
South of Market Child Care
Telegraph Hill
True Sunshine
Wu Yee Children's Services
- 5)n/a

Contractor address:
445 Church Street, San Francisco, CA 94114

| | |
|--|--------------------------------------|
| Date that contract was approved: (By the SF Board of Supervisors) | Amount of contract: \$117,512,925 |
|--|--------------------------------------|

Describe the nature of the contract that was approved:
Child care subsidy administration, Wages+ payments

Comments:

This contract was approved by (check applicable):
 the City elective officer(s) identified on this form
 a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

| Filer Information <i>(Please print clearly.)</i> | |
|---|---|
| Name of filer: Angela Calvillo, Clerk of the Board | Contact telephone number: (415) 554-5184 |
| Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102 | E-mail: Board.of.Supervisors@sfgov.org |

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed



Board of Directors

| | Name <i>Office Held</i> Class year and Start Date | Business Phone <i>Job Title</i> <i>Affiliation</i> Fax Number | Mobile Phone Email | Home Phone Home Address |
|----|--|---|------------------------------|-----------------------------------|
| 1. | Elena Schmid <i>President</i> Class of 2010 7/2007 | Retired Formerly: <i>Vice President, Corporate & Strategic Development</i> California Independent System Operator | | |
| 2. | Renita Sinn <i>Secretary</i> Class of 2011 6/2008 | (650) 467-2937 Manager, Industry Analytics Genentech 1 DNA Way South San Francisco, CA 94080 | | |
| 3. | Catriona M. Fallon <i>Treasurer</i> Class of 2011 4/2005 | (650) 857-3579 <i>Director,</i> Investor Relations Hewlett-Packard Company 3000 Hanover Street Bldg. 20B, MS 1032 Palo Alto, CA 94304-1112 | | |
| 4. | Albert Archangel Class of 2010 2/2007 | (415) 786-1015 IT Consultant | | |
| 5. | Sara Bennett Class of 2012 4/2009 | <i>Liscenced Clinical Social Worker (LCSW)</i> San Francisco Unified School District 555 Tompkins Street <i>San Francisco, CA 94110</i> | | |
| 6. | Tom Brown Class of 2014 4/2011 | (707)763-0271 <i>President and CEO</i> Lanier Publishing International 963 Transport Way, Suite 6 Petaluma, CA 94953 | | |
| 7. | Casey Federico Class of 2014 4/2011 | <i>Independent Early Childhood Consultant</i> Casey Federico Consulting www.caseyfederico.com | | |



Board of Directors

| | Name <i>Office Held</i> Class year and Start Date | Business Phone <i>Job Title</i> <i>Affiliation</i> Fax Number | Mobile Phone Email | Home Phone Home Address |
|-----|---|--|-------------------------------------|--|
| 8. | Jennifer Holderness Class of 2015 12/2011 | Real Estate Broker Pacific Union San Francisco, CA | | |
| 9. | Yolanda Jenkins, Ph.D. Class of 2014 02/2012 | Retired Professional with broad experience in early childhood learning and policy | | |
| 10. | Jim Kirk Class of 2015 03/2012 | <i>Chief Financial Officer</i> San Francisco Symphony 201 Van Ness Avenue San Francisco, CA 94102 | | |
| 11. | Jezabel Serrano Class of 2013 | <i>Manager</i> Ernst & Young 560 Mission Street, Suite 1600 San Francisco, CA | | |

| | | | | |
|--|-------------------------|--|--|----------------|
| Executive Director | Sandee Blechman | sblechman@childrenscouncil.org | 445 Church Street San Francisco, CA 94114 main: (415) 276-2900 fax: (415) 392-2397 | (415) 276-2948 |
| Deputy Director of Programs | Michael Williams | mwilliams@childrenscouncil.org | | (415) 276-2942 |
| Deputy Director of Finance & Administration | Hugh Robertson | hrobertson@childrenscouncil.org | | (415) 276-2959 |
| Senior Executive Assistant | Laurie Krane | lkrane@childrenscouncil.org | | (415) 276-2904 |

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

CHILDREN'S COUNCIL OF SAN FRANCISCO

THIS GRANT AGREEMENT (this "Agreement") is made this first day of July, 2012, in the City and County of San Francisco, State of California, by and between **Children's Council of San Francisco, 445 Church St. San Francisco, CA 94114** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant, for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

Child Care Subsidy Administration, Resource and Referral services, San Francisco Child Care Connection (SF3C), Family Child Care Quality Network Administration, and C-WAGES Fiscal Intermediary Services; and

WHEREAS, approval for said Agreement was obtained when the Civil Service Commission approved Grant Number 2003-08/09 on March 16, 2009; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Agency**" shall mean Human Services Agency.

(c) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) “**Budget**” shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) “**Charter**” shall mean the Charter of City.

(f) “**Controller**” shall mean the Controller of City.

(g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.

(h) “**Event of Default**” shall have the meaning set forth in Section 11.1.

(i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).

(l) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(m) “**Grant Plan**” shall have the meaning set forth in Appendices A and B shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(n) “**HRC**” shall mean the Human Rights Commission of City.

(o) “**Indemnified Parties**” shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subgrantee,” “successor” or “assign” herein refers only to a subgrantee (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds

are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **July 1, 2012** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2017**.

Grant term can be extended at the sole discretion of the Department for an additional two years, subject to the performance of the contractor and the availability of funding.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.4 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds

is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subgrantees of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

**ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS**

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **Two Hundred Forty Million, Eight Hundred Sixty-Nine Thousand, Three Hundred Sixty-Five Dollars (\$240,869,365)**.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendices A, A-1, A-2, A-3, A-4, Appendix B and defined as eligible expenses in OMB Circular A-122, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail or by ACH payments authorized by the City Controller's Office in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each month for the term of the grant.

5.4 Disallowance and Single Audit Requirements: If Grantee claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other Agreement. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement. **Single Audit Requirements:** Grantees that expend \$500,000 or more in a year from any and all Federal awards shall have a single audit conducted in accordance with OMB Circular A-133. Grantees that expend less than \$500,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office.

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS**

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such

reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, and in compliance with OMB Circular A-133, as applicable.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any grantee, subgrantee or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A grantee, subgrantee or consultant will be deemed to have submitted a false claim to the City if the grantee, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be

made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

6.9 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Grantee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

(c) Any Subgrant entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this section.

(d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof).

8.6 Subgrants. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the

Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON GRANT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

- (a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.9 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Grantee 30 day written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Grantee shall commence and perform, with diligence, all actions necessary on the part of Grantee to effect the termination of this Agreement on the date specified by City and to minimize the liability of Grantee and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subgrants for materials, services, equipment or other items.

(3) Terminating all existing orders and subgrants.

(4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subgrants terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subgrants.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Grantee shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Grantee's direct costs for services or other work. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Grantee can establish, to the satisfaction of City, that Grantee would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Grantee, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Grantee or any of its subgrantees after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Grantee under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Grantee's final invoice; (2) any claim which City may have against Grantee in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

11.3 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that grants, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking grants, shall be open to inspection immediately after a grant has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit. All information provided by Grantee that is

covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

ARTICLE 13 ASSIGNMENTS AND SUBGRANTING

13.1 **No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subgrant or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 **Subgranting.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subgrant on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subgrant or delegate the whole of the Grant Plan. Grantee may subgrant with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subgranted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subgrant.** Each subgrant shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subgrant shall incorporate all of the terms of this Agreement, insofar as they apply to the subgranted portion of the Grant Plan. Without limiting the scope of the foregoing, each subgrant shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subgrant permitted hereunder.

13.4 **Grantee Retains Responsibility.** Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14
INDEPENDENT GRANTEE STATUS

14.1 **Nature of Agreement.** Grantee shall be deemed at all times to be an independent grantee and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 **Direction.** Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 **Consequences of Recharacterization.**

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS

15.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: Human Services Agency
 Office of Grant Management
 P.O. Box 7988
 San Francisco, CA 94120-7988
 Facsimile No. 415-557-5679

If to Grantee: Children's Council of San Francisco
 445 Church St.
 San Francisco, CA 94114
 Attn: Sandee Blechman
 Email: sandee@childrenscouncil.org

15.2 **Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 **Change of Address.** From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16
COMPLIANCE

16.1 **Local Business Enterprise Utilization; Liquidated Damages Left Blank by Agreement of the Parties**

16.2 **Nondiscrimination; Penalties.**

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Grant.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Grants and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Left Blank by Agreement of Both Parties

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee, must be accessible to the disabled public. Grantee shall provide the

services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

Chapter 21-100 Nondiscrimination in State and Federally Assisted Programs require that Grantees administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, grantees must provide the following:

- Procedures for informing clients of their civil rights under Chapter 21-100;
- Policies and procedures for handling complaints filed with or against a Grantee;
- Policies and procedures that ensure Grantees accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Grantees provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Grantee staff are adequately trained in the requirements of Chapter 21 under California Department of Social Services standards.

16.8. Requiring Minimum Compensation for Covered Employees

a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the then-current requirements. Any subgrant entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.

c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee

f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a

breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the grant, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.

16.9. Requiring Health Benefits for Covered Employees

Grantee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Grantee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Grantee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Grantee is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Grantee's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Grantee if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- d. Any Subgrant entered into by Grantee shall require the Subgrantee to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set

forth in this Section. Grantee shall notify City's Office of Grant Administration when it enters into such a Subgrant and shall certify to the Office of Grant Administration that it has notified the Subgrantee of the obligations under the HCAO and has imposed the requirements of the HCAO on Subgrantee through the Subgrant. Each Grantee shall be responsible for its Subgrantees' compliance with this Chapter. If a Subgrantee fails to comply, the City may pursue the remedies set forth in this Section against Grantee based on the Subgrantee's failure to comply, provided that City has first provided Grantee with notice and an opportunity to obtain a cure of the violation.

e. Grantee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Grantee's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Grantee shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Grant.

h. Grantee shall keep itself informed of the current requirements of the HCAO.

i. Grantee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subgrantees and Subtenants, as applicable.

j. Grantee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Grantee shall allow City to inspect Grantee's job sites and have access to Grantee's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Grantee to ascertain its compliance with HCAO. Grantee agrees to cooperate with City when it conducts such audits.

m. If Grantee is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Grantee later enters into an agreement or agreements that cause Grantee's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Grantee and the City to be equal to or greater than \$75,000 in the fiscal year.

16.10 Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who grants with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the grant must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the grant until the later of either the termination of negotiations for such grant or six months after the date the grant is approved. Grantee acknowledges that the foregoing restriction applies only if the grant or a combination or series of grants approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on

contributions applies to each prospective party to the grant; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or grant; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

16.11 First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any grant or property grant with the City, not exempted by the FSHA, the Grantee shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the grant or property grant. Grantees shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before

initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of grants and property grants handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City grant or property grant has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy grants.

c. Hiring Decisions. Grantee shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Grantee agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by this Chapter as set forth in this section;

(3) That the grantee's commitment to comply with this Chapter is a material element of the City's consideration for this grant; that the failure of the grantee to comply with the grant provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the

assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the grantee from the first source hiring process, as determined by the FSHA during its first investigation of a grantee, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the grantee's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a grantee to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the grantee's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a grantee to comply with its first source referral contractual obligations.

(6) That the failure of grantees to comply with this Chapter, except property grantees, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subgrants. Any subgrant entered into by Grantee shall require the subgrantee to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.12 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any

Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City grant for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.13 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.14 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, “Recreational Site”), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

1. 16.15 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be

a material breach of the Grant. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Grant, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.16 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.17 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Grantee to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

16.18 Food Service Waste Reduction Requirements. Effective June 1, 2007, Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum

of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.19 Slavery Era Disclosure. Left Blank by Agreement of the Parties

16.20 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

16.21. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subgrantees of Grantee, will be paid unless the provider received advance written approval from the City Attorney.

**ARTICLE 17
MISCELLANEOUS**

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendices A, A-1, A-2, A-3, A-4, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subgrantees

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

| | | | |
|--------------|---|-----------------|---|
| Section 6.4 | Financial Statements. | Article 12 | Disclosure of Information and Documents |
| Section 6.5 | Books and Records. | | |
| Section 6.6 | Inspection and Audit. | Section 13.4 | Grantee Retains Responsibility. |
| Section 6.7 | Submitting False Claims; Monetary Penalties | Section 14.3 | Consequences of Recharacterization. |
| Section 6.8 | Ownership of Results. | This Article 17 | Miscellaneous |
| Article 7 | Taxes | | |
| Article 9 | Indemnification and General Liability | | |
| Section 10.4 | Required Post-Expiration Coverage. | | |

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services

grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Services During a City-Declared Emergency. In case of an emergency that affects the San Francisco Bay Area, Grantee will make a good faith effort to continue to provide services to the Department's clients on a priority basis. Contactor shall provide fair prices for services that may not be covered under the awarded grant but are necessary as a direct result of the City-declared emergency. Grantee will document the expenses incurred and submit a prompt request for payment to the Department.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

HUMAN SERVICES AGENCY

By: _____
Trent Rhorer
Executive Director
Human Services Agency

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Virginia Elizondo
Deputy City Attorney

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

CHILDREN'S COUNCIL OF SAN FRANCISCO

By: _____

Sandee Blechman
Executive Director
Children's Council of San Francisco
445 Church St.
San Francisco, CA 94114
Phone: (415) 276-2900

Federal Tax ID: #94-2221305
City Vendor Number: 04909

Appendix A – Services to be Provided
Children’s Council of San Francisco – Child Care Resource and Referral
July 1, 2012 to June 30, 2017

I. Purpose

The purpose of this grant is to complement the Grantee’s state R&R contract by providing CalWORKs specific R&R enhancements and capacity building to support the success of CalWORKs families in need of child care in order to meet their requirements for welfare-to-work participation and the successful implementation of San Francisco’s welfare to work program.. Support includes a broad spectrum of families, ages, language and cultures to provide convenient and accessible services county wide which include, but are not limited to:

- 1) Helping families applying or active with HSA find and maintain child care that best meets their family needs
- 2) Supporting the orientation and outreach to CalWORKs families to educate them regarding child care options, availability, and their rights and responsibilities under the state’s welfare to work program
- 3) Connecting families identified through Rapid Response with child care options, including but not limited to, Emergency Back-Up care through Family Support Services of the Bay Area.
- 4) Providing targeted outreach via events, flyers and other communication to CalWORKs families regarding quality child care options for afterschool, out-of-school time, etc. Assist CalWORKs applicants, active families and/or former recipients connect to CalWORKs child care where eligible and alternative subsidy programs and SF3C for ineligible families.
- 5) Assisting families with children where there is a special need to connect to providers who can care for their child(ren) and refer the family for additional supports from the Center for Inclusive Early Education and Inclusion Access/Family Support.

II. Definitions

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|---|---|
| CalWORKs | California’s TANF welfare-to-work program. |
| CalWORKs Orientation | Orientation for new CalWorks aid applicants, which includes an introduction to welfare-to-work requirements and supports, including subsidized child care. |
| Grantee | Children’s Council of San Francisco |
| Enhanced Child Care Resource and Referral | A child care referral that includes a follow-up from the grantee to ensure that the families needs were met by the provider(s) referred. Referral that includes enhanced support from the Referral staff to ensure an adequate fit and that the family was able to secure appropriate care. |
| Family Child | Known also as Family Day Home (FDH) or Family Day Care Home |

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| Care Home (FCCH) | (FDCH). A small licensed child care home is one where a maximum of eight children, including those of the caregiver under age six and are cared for in the home of the provider. In a “Large FCCH”, also called Group Child Care Home (GCCH) or Group Day Home (GDH), the provider generally cares for nine to fourteen children, including those of the provider and any assistant, in the provider’s home, with one or more compensated assistants present. |
| FCS | Family and Children’s Service. FCS subsidies are for in-home families with child care as part of their case plan and out-of-home cases where the county licensed foster family or relative or caretaker is working or in training and in need of child care for the child placed in their keeping. |
| Homeless | Families determined homeless and referred by a homeless service agency including shelters and residential treatment programs and those meeting the state definition as being eligible as homeless. |
| HSA, also Department | San Francisco Human Services Agency |
| PSW | Protective Services Worker |
| Resource & Referral Program (R&R) | The Child Care R&R acts as a referral database of available licensed care and resource to all parents. The R&R assists families to quickly establish stable child care arrangements. The California Department of Education oversees the R&R programs. Children’s Council and Wu Yee are the two agencies under contract with CDE to provide these services in San Francisco. |
| SF3C | San Francisco Child Care Connection – A centralized eligibility list and subsidized child care enrollment services system allowing a single application for access to subsidized care for families that are non-CalWORKs eligible as well as pre-screening families for subsidy eligibility and full certification of Need and Eligibility for select contractors. Children’s Council administers the SF3C through a grant with HSA. SF3C centralizes access to all CDE contracted centers, Title 5 subsidies, family child care networks, and local subsidy programs administered by Children’s Council and Wu Yee Children’s Services. |
| Title 5 | State center-based centers contracted with CDE to provide subsidized care, similarly contracted family child care networks, and voucher programs contracted to provide Alternative Payments for families. |
| Trustline | A State-funded program to facilitate appropriate background investigation and fingerprint clearances of license-exempt child care |

providers.

III. Target Population

- 1) CalWORKS applicants, recipients, those engaged in welfare to work activities and former recipients.clients
- 2) Family and Children's Child Care (FCS) - Family & Children's Services children in home or out-of-home who have child care as part of their case plan. Cases are referred from FCS Protective Services Workers (PSW's)
- 3) CalWORKs families with children with physical disabilities, learning disabilities, behavioral problems or other special needs as defined by state statute and child care regulation. This includes all families for whom a special need of the child may prevent the family from successfully enrolling in child care or remaining enrolled in child care in order to support their transition from welfare to work
- 6.) CalWORKs families or families with CalWORKs aided children who are Homeless or seeking housing

IV. Description of Services

Children's Council of San Francisco, in collaboration with Wu Yee Children's Services, will provide child care resource and referral and enhanced referral for families applying for aid, services, or otherwise linked to HSA.

A. Grantee will provide the following Resource & Referral (R&R) services:

1. Provide child care R&R information to families seeking or receiving subsidies through HSA, including applicant families and others inquiring about the availability of care. Information will include types of providers and settings, how to select quality child care, identifying safe and high-quality care, licensing requirements, the benefits and options of subsidized care, Trustline requirements, and specific referrals to providers listed in the R&R database, including Family Child Care Quality Network providers.
2. Provide R&R phone counseling and on-site R&R services to Protective Services Workers regarding child care options for FCS families.
3. Provide "enhanced child care referrals" to families who are eligible for Family and Children's Services. Enhanced referrals consists of enrolling families onto SF3C and providing referrals to local subsidy eligible providers including FCCQ Network licensed homes, Headstart, publicly subsidized afterschool, etc.
4. Provide information regarding Quality approved sites for PFA, and target subsidies (i.e., licensed providers who are part of the Quality Network of SF providers as determined through the QIS including centers and FCCQ Network licensed homes).
5. Identify and track licensed child care providers who are "eligible" to service locally funded (FCS, City Money/Vendor Voucher, & ACCESS) families. Working with the Quality Improvement System (QIS) Administrator, the Grantee will maintain an up-to-date listing of all licensed child care providers participating in the city's Quality Improvement System (QIS) who have received a quality rating score of 3.0 or above making them eligible to serve locally funded families. The Grantee will refer locally subsidized families to the aforementioned eligible providers only.
6. Educate CalWORKs families ineligible for CalWORKs child care yet seeking child care subsidies regarding full subsidy options including Headstart and San Francisco Child Care Connection (SF3C) and perform SF3C enrollment

7. Provide client referrals to licensed child care providers that take into consideration each family's unique preferences and special circumstances.
8. Co-locate staff at HSA's 170 Otis Street office, Monday through Friday, 9am-4pm.
9. Instruct participants at CalWORKs Orientations in how to obtain CalWORKs child care services, working with Children's Council and Wu Yee Children's Services and the various child care supports including Back-up/Mildly-Ill child care and Inclusion services. Grantee will attend weekly orientations. Orientations are held weekdays (including evenings) and occasionally on Saturdays. Orientations will be provided in English, Spanish, Chinese, Vietnamese and Russian as needed.
10. Ensure that all R&R processes, policies, procedures and materials adhere applicable State and Federal guidelines and regulations and are available in languages meeting the Civil Rights threshold for compliance.
11. Participation in appropriate community meetings
12. Enhanced referral for Inclusion – Provide information, education, support and referrals to families of children with special needs targeting families that are low income, applying for or participating in HSA services. These services will include but are not limited to providing families with:
 - a) Referrals to Child Care Providers that can meet the child's special needs, particularly those supported by the SF Ctr. For Inclusive Early Education and those operated by SFUSD, or the SF Quality Family Child Care Network which are receiving inclusion supports and technical assistance.
 - b) Referrals to placements receiving MH consultation for those families with a child identified as having a behavioral issue.
 - c) Referral to Inclusion Access/Family Support for expanded family supports.
 - d) Tracking and reporting incidents where the child/family's needs could not be met.
13. Enhanced referral for Inclusion – Provide information and referrals to the Inclusion Center for licensed child care providers serving children who have been identified as having special needs.
14. Start-up scholarships to child care providers in order to assist with fees and other start-up costs.
15. CPR & First Aid training and translation support
16. Afterschool pamphlet and Summer Care flyer, pamphlet and post card to inform CalWORKs eligible families and others of various afterschool and summer care options.
17. Support to HSA child care Drop-in rooms for the procurement of supplies
18. Support Week of the Young Child events to support family outreach and provider recognition.
19. Provide a staffed R&R table at key child care resource fairs/community events including but not limited to the Summer Camp Fair.
- B. SERVICE DELIVERY: Grantee must provide R&R services by telephone, email, mail, and on a walk-in basis, particularly on-site at HSA's main office.
- C. LANGUAGE CAPACITY: Grantee must provide R&R information, materials and counseling in languages whose groups represent at least five percent (5%) of the caseload. Minimally, language capacity will include English, Spanish, Chinese, Vietnamese and Russian.
- D. Grantee understands that in the event of a declared emergency contracted staff may be engaged as part of the city's response to the disaster/declared emergency. Grantee agrees

to ensure staff receive city Emergency Response training, to be planned and delivered in coordination with the HSA Emergency Response Coordinator.

V. Location and Hours of Services

Grantee shall operate at 445 Church Street, San Francisco, California 94114 and at 170 Otis Street. Relocation of services that impact access by clients as determined by HSA shall be noticed and negotiated to mitigate barriers to access by families.

Grantee must be flexible in providing services during days and hours convenient to clients, including occasional evenings and weekends

VI. Service Objectives

On an annual basis, Grantee will meet the following service objectives:

- A. Provide child care information and referral to 200 unduplicated parents/families per the colocation at 170 Otis or through HSA cross referrals to the Grantee.
- B. Provide enhanced referral to 25 families linked to CalWORKs rapid response, FCS, homeless.
- C. Provide enhanced referral to 50 families with children with special needs linking them to appropriate providers and supports.
- D. Develop and print 4000 After School Program Information pamphlets by August 29th.
- E. Develop and print 4000 Summer Program Information flyers, pamphlets & post cards by May 14th.
- F. Provide CPR and First Aid translation and support for training to 24 child care applicants and/or licensed providers including Cantonese, Spanish and other languages.
- G. Attend a minimum of 4 child care resource fairs/community events.
- H. Provide scholarships to approximately 20 family child care applicants to assist with fees and other start-up costs.

VII. Outcome Objectives

On an annual basis, Grantee will meet the following outcome objectives:

- A. Grantee will conduct a survey of referred families at the end of the 3rd quarter of each grant year. A minimum of 75% of served families who respond to the survey will rate the Grantee at least a three on a five-point scale rating the the Grantee's helpfulness in assisting with their child care needs.
- B. A minimum of 75% of the families provided with enhanced referral will be enrolled in child care meeting their family's needs, as indicated by the parent in a follow-up survey to be conducted 3 months from the enhanced referral, as measured by surveying a sample of families provided with enhanced referral

VIII. Reporting Requirements

Any change in state reporting requirements shall supercede the following grant requirements.

A. Report Schedule

Monthly reports shall be sent no later than the 25th day following the end of the respective reporting period. An annual final report for final adjustments shall be submitted by July 31, 2007. Quarterly and annual reports shall be sent no later than the last day of the month following the end of the respective reporting period.

Grantee shall provide the following information:

B. Monthly Reports

1. By program: Number of unduplicated families and children supported through R&R and enhanced R&R services and progress toward meeting service objectives. The report will provide monthly and cumulative statistics of duplicated and unduplicated families served including demographic information and services provided (referral and enhanced referral)..
2. Narrative of outreach activities during the period.

C. Quarterly Reports

1. Grantee will submit a 3rd quarter report to summarize the achievement of the service and outcome objectives for Subsidy Programs for the first three quarters of the grant term. This report shall also include summary demographic information (i.e., gender and ethnicity) of the Grantee's staff for the program funded by SFHSA, the Board of Directors, and the unduplicated clients served over the three quarter period. This report is due by April 30 of each year.

D. Annual Reports

1. Grantee will provide annual performance report regarding progress on service objectives for subsidy programs.
2. Grantee shall provide an annual report on the demographics of the child care providers by zip code.

E. Ad Hoc Reports

Grantee will produce subsidy system ad hoc reports relevant for child care planning and eligibility confirmation for evaluations and research as requested by the DHS Child Care Manager and as deemed as appropriate by the Grantee and the Department. Grantee shall develop and deliver ad hoc reports (for zip code, rate change projections, level of care utilization, concurrent eligibility of families in other programs, etc.) as requested by the Department.

F. All reports including Quarterly and Annual Reports will be entered into the Contracts Management System (CMS). For assistance with reporting requirements or submission of reports, contact:

1. Program Manager, A012 (Michele.Rutherford@sfgov.org)
2. Contract Manager, G310 (Christina.Iwasaki@sfgov.org)

Appendix A-1 – Services to be Provided
Children’s Council of San Francisco – Child Care Program Subsidies
July 1, 2012 to June 30, 2017

I. Purpose

A. Child Care Subsidy Administration and Support

The purpose of this grant is to provide:

1. Oversight of a child care subsidy and child care eligibility system that includes:
 - a. Client eligibility and need determination, according to program type
 - b. Subsidy enrollment
 - c. Child care provider services, including orientation to voucher reporting
 - d. Rate setting for subsidy payments according to state and/or local policies
 - e. Administration of provider payment
 - f. Management of subsidy sources and tracking of utilization
 - g. Noticing and hearing process and other informing and due process rights for applicants and enrolled families
2. Management of target subsidy program enrollment into quality provider settings.
3. Trustline services which provide background clearances of license-exempt child care providers through the State Trustline Registry
4. Coordination and leveraging of the citywide subsidy system to ensure state and federal dollars are used before city/county funding whenever possible
5. Subcontract management of assigned slots anchoring vouchers to quality programs
5. Tracking and reporting to assist with citywide planning related to utilization.

II. Definitions

ACCESS Access to Child Care Expedited for Shelter System families – A pilot triage process for shelter families to universally access subsidized child care that: 1) Meets the family’s unique needs, 2) Utilizes city subsidies as a child care subsidy of last resort; 3) Links families to licensed providers where supportive services such as health consultation, inclusion services, parent support, resource and referral, and related services are offered.

Alternative Payment Programs (APP): Agency contracting with the California Department of Education to make payments to another agency or child care provider for the provision of child care and development services. This system is known as the “voucher” program. Only state contracted AP programs are eligible to provide Stage 2 services. As the primary California Department of Education contracted AP in San Francisco, Children’s Council is essentially solely eligible to provide Stage 2 services on behalf of the Department.

CAPP California Alternative Payment Program, a voucher program contracted by California Dept. of Education

Grantee: Children’s Council of San Francisco, or CCSF (as lead agency), with

Wu Yee Children's Services.

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| CPAC | Child Care Policy Advisory Council |
| Exempt Care: | Child care providers exempt from licensing, caring for no more than one family's children other than their own. There are also license-exempt programs for before school and after-school care and summer and year-round recreation-type programs. |
| Enhanced Referral | Connecting directly with the provider to whom a family is referred. Assisting the family's linkage to the provider, and confirming enrollment. |
| Family Child Care Home (FCCH): | Known also as Family Day Home (FDH) or Family Day Care Home (FDCH). A small licensed child care home is one where a maximum of eight children, including those of the caregiver under age six and are cared for in the home of the provider. In a "Large FCCH", also called Group Child Care Home (GCCH) or Group Day Home (GDH), the provider generally cares for nine to fourteen children, including those of the provider and any assistant, in the provider's home, with one or more compensated assistants present. |
| FCS: | Family and Children's Services subsidies are for in-home families with child care as part of their case plan and out-of-home cases where the county licensed foster family or relative or caretaker is working or in training and in need of child care for the child placed in their keeping. |
| Follow-Up: | Upon referral, Grantee will contact the family within 48 hours and make two follow-up calls during the week. If no verbal contact is made, a letter is sent to the recipient within 10 days. A minimum of three attempts will be made to engage the family in services. Follow-up is completed within the regulatory requirements, as applicable. |
| Homeless Program | Families determined homeless and referred by a homeless service agency including shelters and residential treatment programs. |
| HSA, also Department: | San Francisco Human Services Agency |
| Infant and Toddlers | Age ranges from 0 to 36 months. For enrollment in infant/toddler subsidy programs new enrollments are targeted to infants and toddlers up to age 30 months. |
| NOA: | Notice of Action is required when there is an approval, denial, change, or discontinuance in the amount of subsidy paid by the county for child care. Notices are sent to the client and provider. Notices include information regarding the client's right to a state hearing for CalWORKs or other hearing process as required by local/state |

program requirements.

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| PSW | Protective Services Worker |
| Reasonable Notice: | In CalWORKs reasonable notice will be 2 weeks (due to overpayment considerations). For CalWORKs state regulatory requirements shall supercede contract requirements. Additional notice shall be provided when information is available. In City Child care reasonable notice shall be 30 days. When Family & Children's subsidies are vouchered, reasonable notice shall be 30 days and will include notice to the child's social worker in FCS. |
| Regional Market Rate (RMR): | The RMR survey collects child care rate data that the California Department of Education uses to calculate maximum child care reimbursement ceilings by county for participants in a variety of state and federal subsidized child care programs. Rates are set for state programs according to allowable state rate ceilings approved by the Dept. of Finance. Rates for local programs shall remain at current rate ceilings or adjusted as rate ceilings are increased by the state or through local plan. |
| Resource & Referral Program (R&R): | The R&R acts as a referral database of available licensed care and resource to all parents. The R&R assists families to quickly establish stable child care arrangements. The California Department of Education oversees the R&R programs. Children's Council and Wu Yee are the two agencies under contract with CDE to provide these services in San Francisco. |
| SF3C | San Francisco Child Care Connection, a centralized system allowing a single application for access to subsidized care for families that are non-CalWORKs eligible. Children's. SF3C centralizes access to all CDE contracted centers and family child care network as well as all non-CalWORKs voucher programs administered by Children's Council and Wu Yee Children's Services. |
| Stage 1: | The state legislated initial stage of child care for families (TANF families moving from welfare to work). Stage I begins upon application for TANF for working families and upon the entry of a person into the CalWORKs plan for families receiving TANF. The California Department of Social Services funds and regulates Stage I. |
| Stage 2: | According to CalWORKs regulations Stage II begins when the county determines stability or when the recipient is transitioning off aid. In San Francisco stability is defined as transitioning off aid. Child care is available in Stage II for up to 24 months after aid ceases, as long as the recipient meets income and all other requirements. Stage II is a subcontract with Children's Council and Wu Yee through this grant. HSA is the lead contractor with the California Department of Education, which administers Stage II. |

Target Subsidies Local subsidies (target subsidies) targeted for linkage to city quality care system, as determined by HSA. Includes FCS child care, ACCESS homeless child care and City Child Care

Trustline: A State-funded program to facilitate appropriate background investigation and fingerprint clearances of license-exempt child care providers.

III. Target Population

- A. CalWORKs Stages 1 and 2: TANF families engaged in CalWORKs welfare-to-work activities needing child care services OR former CalWORKs families who have transitioned off cash aid and are eligible for Stage 2 child care services according to state regulations, CDE Stage 2 funding terms and conditions, and the SFDHS child care handbook.
- B. City Child Care Subsidies: Low-income families with infants and toddlers who are not eligible for CalWORKs subsidies and choose licensed care. The priority is families who are non-CalWORKs eligible but meet state priority criteria for subsidies and for whom other subsidies are unavailable. The indirect target of these funds is licensed family child care providers who, prior to CalWORKs, were not able to equally access subsidies for families who preferred to use licensed family child care. (A minimum of \$1.5 million of the funds goes to families choosing licensed family child care; with the balance available to families choosing licensed child care centers or family child care).
- C. Family and Children's Child Care (FCS): Family & Children's Services in-home families who have child care as part of their case plan. FCS child care is also provided for county licensed foster families or kin caretakers who are in work or training and have active cases in FCS. Cases are referred from FCS Protective Services Workers (PSW's).
- D. Child care subsidies for low-income families eligible through the California Department of Education's California Alternative Payment Program, CAPP (not eligible for CalWORKs).
- E. Low income families in work or training and eligible for programs as defined by the specific program specifications.
- F. Homeless families in need of child care to allow them to participate in activities to move toward permanent housing and stabilizing their family. For homeless families the need for child care shall be based upon ACCESS staff enrollment after a determination of the family's eligibility. Eligibility is determined based on current shelter stay or a stay in shelter within the past 6 months. Children remain eligible until they reach age 3.

IV. Description of Services

Children's Council of San Francisco will provide child care case management and child care payments for clients.

- A. Grantee will provide the following services:
 - 1. Develop and maintain, within the boundaries of state law and regulation, a child care subsidy system consisting of Stage 1, Stage 2, and City Child Care, Family and Children's Child Care, HSA CAPP, ACCESS and other voucher subsidy streams managed by the Grantee outside of this grant (i.e. CAPP).
 - 2. Administer the following subsidy programs:
 - a. CalWORKs Stage 1
 - b. CalWORKs Stage 2

- c. HSA CAPP
 - d. City Child Care
 - e. ACCESS homeless child care (including subcontracts to approved sites)
 - f. Family and Children Services child care (FCS) (including subcontracts to approved sites as selected through a NOFA)
3. Administer the City Child care subsidies according to the budget guidelines, with a minimum of \$1.5 million of the funds to be used for licensed family child care.
 4. Strategically manage subsidy provisions maximizing available county subsidies, including the provision of referred families for CalWORKs Stage 1, FCS, and ACCESS, and eligibility determination for Stage 2, CAPP, and City Child Care for families applying for subsidy assistance of any kind. *(Confidentiality requirements must be followed; however, state law permits the sharing of information between AP's, R&R's, SF3C's and Contractors for the purpose of administering CalWORKs child care.)*
 5. Provide information to child care providers participating in services under this grant to enhance the quality of child care, and meet the needs of parents and children.
 6. Provide information to families receiving subsidies and those seeking care regarding the availability of care and benefits and options in accessing subsidized care
 7. Initiate the delivery of child care services to serve eligible CalWORKs participants including:
 - a. Arranging contact with client after determining eligibility or receiving
 - b. Employment Specialists referral and authorization form.
 - c. Assisting families with identifying quality provider option and/or cross refer to child care R&R
 - d. Referring clients requesting referrals to licensed child care providers meeting the client preference and special consideration for care.
 - e. Ensure that the referral process will adhere to all applicable State and Federal guidelines and regulations, or local county approved plan as indicated by HSA.
 - f. Inform clients and their Employment Specialist of child care arrangements through the "NOA" (Notices of Action) within ten working days after child care has been arranged, or as otherwise regulated by the state.
 - g. Report and confirm with employment specialist if parent is unable to find "reasonable and/or available" licensed or license-exempt child care.
 - h. Fingerprint (using the Trustline system) license-exempt child care providers in accordance with state regulations.
 - i. CalWORKs child care services shall be coded for tracking between federal and non-federal services. DHS shall identify the status of the eligibility and case status and the Grantee will pay and bill according to the reported status. One and two parent family cases will be tracked discreetly as required by state reporting requirements.
 8. Initiate the delivery of child care services to subsidized DHS Family and Children's Services (FCS) child care cases and process all new applications and referrals for FCS
 - a. Arrange contract with client or worker after determining eligibility or receiving Protective Services Workers' referral and authorization from the DHS-HSA Ratesetter.
 - b. Provide individual counseling to newly referred parents, foster and kin caretaker families regarding different child care options available. English will be the primary language need, however, other language needs shall be served through CCSF/Wu Yee or through the DHS FCS Protective Services Worker

- c. Inform Protective Services Workers, via the DHS-HSA Special Payments Analyst, of the client's child care arrangements. Notice will be made via NOA (Notice of Action) form in a timely manner, within less than 10 working days for foster care cases and within less than 7 working days for in-home cases
 - d. Fingerprint (using the Trustline system) all license exempt care providers, including related license-exempt caretakers. No payment shall be made until the provider is criminally cleared through trustline
 - e. Provide NOA and forms to clients and providers as required by local and state policy
 - f. Work closely with the Protective Services Worker when a child(ren) from Family Maintenance (in-home cases) are absent from care without explanation for more than 3 days
 - g. Out-of-county FCS child care referrals shall be provided to out of county placement families. This shall include cross referral to the county R&R and/or Head Start.
 - h. Support FCS families transitioning off FCS child care eligibility to obtain alternate subsidies (i.e., Head Start, CalWORKs or Title 5) , including waiting list activation on SFC3 at least 6 months prior to a known case closure.
 - i. Assist FCS subsidized families in obtaining child care services from "FCS eligible child care providers" only, unless an exception has been authorized by the PSW and FCS Program Manager
 - j. FCS child care services shall be coded for tracking between federal and non-federal services. FCS Adoptions child care stipends will also be coded and discreetly tracked. DHS shall identify the status of the eligibility and case status and the Grantee will pay and bill according to the reported status.
9. Provide child care case management services. Grantee shall assign each client to a Children's Council of San Francisco Family Service Specialist or a Wu Yee Caseworker who will provide case management services, (e.g., , assisting in the resolution of problems affecting child care.) The Specialist/Caseworker will provide:
- a. Case management services and offer other guidelines in selecting a provider.
 - b. On-going support to the parent and provider regarding child development and quality child care.
 - c. Information, materials and counseling related to child care and subsidies, in languages whose groups represent at least five percent (5%) of the caseload. Minimally, language capacity will include English, Spanish, Chinese, Vietnamese and Russian. Subjects shall include how to select child care, child care choices, quality care, minimum standards, and safe care.
 - d. Provide an orientation of the program and its requirements to all exempt child care providers at the time of entering into the first agreement, including information on child care, health and safety, program activities, nutrition, and licensing.
 - e. Ensure language capability in the language needs of the families first language, including Spanish, Chinese, Vietnamese, Russian and English, as needed. Other languages will also be accommodated.
10. Assist eligible participants in finding child care that meets the requirements of the specific program.
- a. The FCS, ACCESS and City Licensed Child Care program limit parental choice to licensed care within a closed network of approved providers (exceptions are on

a case-by-case basis and in accordance with local city/county policy) with enrollments from SF3C.

11. Establish agreement with the child care provider and parent for agreed-upon payment for a specific number of hours and duration. Establish parent fees and any additional policies for child care, with amendments authorized by employment specialist or designated DHS-HSA staff for cases linked directly to Department families.
12. Provide outreach and encourage enrollment in supportive child care programs as appropriate, including but not limited to emergency back-up care, mildly ill care and the inclusion Project.
13. Provide notices of action (NOA's) regarding changes in eligibility. All families will be given reasonable notice of action as required by State regulation.
14. Monitor child care subsidy eligibility, authorization, and utilization as prescribed by CDE policies and procedures in addition to any Alternative Payment Monitoring Unit (APMU) auditing standards and recommended best practices. Monitor compliance internally utilizing state procedures for compliance monitoring in order to maintain grant performance within state error rate level.
15. Complete and issue 1099 Tax Forms for all providers.
16. Compute rates for all programs based upon state regulations and guidelines and current RMR ceilings, charging respective allowable expenditures to appropriate revenue sources.
17. Compute parent fees where applicable according to state regulations and CDE contract guidelines.
18. Determine continued eligibility depending upon participation in required activities, referral confirmation, or other program specifications.
19. Determine families continue to meet income requirements according to SMI state regulation, or through state law as defined by SF county pilot (currently at the 80th percentile of SMI) as long as the pilot ceiling remains in effect.
20. Provide payments for child care:
 - a. Maintain full financial responsibility for payments to licensed and license-exempt child care providers for children of active participants.
 - b. Process on a regular basis and distribute checks monthly to providers of child care to eligible participants, on behalf of participants.
 - c. Establish and maintain separate accounts for each program.
 - d. Coordinate with DHS to develop and implement cost-effective procedures in the administration of the child care program.
 - e. Provide payments to child care providers within twelve (14) working days of receiving their invoices/timesheets, (on the condition that invoice/timesheet is accurate and received within 3 working days after the month of services) and that the payment is in accordance with state regulation. Verify and document provider collection of parent fees in accordance with CDE requirements.
 - f. Identify and track overpayments and work with the county to collect overpayments according to CDSS child care regulation 47-440.
 - g. Maintain a Quality Assurance process which incorporates best practices for examining payment or eligibility areas and to refer suspected fraud on the part of the client or child care provider for investigation, subject to the state and county's criteria for fraud referrals. Work with the DHS Special Investigations unit in the instance of suspected fraud.
21. Referral programs, such as CalWORKS, FCS, and ACCESS require a referral in order for the contractor to enroll. Other programs allow for families to be served from the SF3C

waiting list. Fluctuations in CalWORKs caseload may also impact ability of contractor to enroll families.

22. Under a subcontract with Wu Yee, serve CalWORKs Stages 1 and 2, and City Child Care. Wu Yee shall serve referred Asian speaking clients unless otherwise directed by HSA. HSA will make the language determination as part of the initial intake by the Employment Specialist and prior to sending the Stage 1 Referral and Authorization to Children's Council. Other collaboration responsibilities to include:
 - a. Employment Specialist/Child Care Specialists conferences, as needed.
 - b. Work groups to address operational or procedural issues, as needed.
 - c. Attendance at DHS meetings by direct service staff, when requested to address child care issues.
 - d. Ongoing contact and collaboration with designated DHS Child Care CalWORKs Child Care Coordinator.
 - e. To strengthen collaboration between Children's Council and Wu Yee, attendance at monthly meetings to monitor and assure the timely delivery of services.
 - f. Collaboration with CalWORKs supportive child care services Contractors: emergency back-up, in-home emergency back-up, mildly ill care, Child Care Mental Health Consultation, Child Care Health Consultation., and additional federal or local grantee serving the target group.
 - g. Quality assurance adherence and participating in all quality assurance procedures.
 23. Work with QIS Assessment team to coordinate quality score information in order to report voucher enrollment in and out of quality settings, to assist the city to improve linkages of care of low income and at-risk children and their families to quality settings.
 24. Families enrolling into target voucher subsidy programs (ACCESS, City Child Care and FCS) will be counseled regarding the availability of care options in the city approved quality providers.
 - a. These include all PFA sites, C-WAGES sites with ECERS scores at or above a 3.0 and Family Child Care Quality Network sites at or above a 3.0.
 - b. Vouchers for target voucher enrollees shall only be vended into these approved sites, unless otherwise approved by HSA. This requirement shall not apply to FCS children placed out-of-county where no quality improvement system exists. License-exempt care must be approved by HSA and will be limited primarily to cases where the special needs of the child which cannot be met by a licensed provider or the need for non-traditional hour care is unavailable from a licensed providers.
 - c. Target voucher infant and toddler rates shall have a quality differential for quality at a rate of 5% for quality rating scores of 3.0 – 4.4; a rate differential for quality at a rate of 10% for quality rating scores of 4.5 and above.
- B.** Other than CalWORKs, subsidy streams defined in A above, services shall be subcontracted based on family and community needs at differential rates based on an MOU agreement with the subcontractor to be approved by the Department.
- C.** Joint collaboration between Children's Council and the San Francisco Family Child Care Association to provide a provider ombudsperson for the program.
- D.** Grantee shall ensure there are signed confidentiality agreements for all staff and subcontract staff that have access to eligibility CalWORKs, ACCESS or CPS status information of SFDHS clients and former clients.

- E. Grantee understands that in the event of a declared emergency contracted staff may be engaged as part of the city's response to the disaster/declared emergency. Grantee agrees to ensure staff receive city Emergency Response training, to be planned and delivered in coordination with the HSA Emergency Response Coordinator.

F. Child Care Payments

1. Payment for Subsidized Child Care Services:

Payments shall be managed according to the CDE contract requirements for regional market rate reimbursements and any other applicable state or federal regulations, including compliance with San Francisco pilot or San Francisco rate plan. AP program regulations and formulas shall be adhered to for state programs unless otherwise indicated by the Department. Rates for programs funded by city general fund and federal IV-E shall be set according to San Francisco rate plan guidelines.

2. Parent fees shall be calculated according to the SF Pilot and CDE approved practice. There shall be no parent fees for CalWORKs aided families, FCS or ACCESS.
3. Cost for child care will be paid to Grantee in advance of month's service to assure proper cash flow for payments to providers. Advance payment will be equal to the total number of children in each category, multiplied by the unit cost. End-of-month report will compare estimates to actual child care costs. Underestimates will be added to the following month; over estimates will be deducted from the following month.
4. Cost for operating the eligibility program shall be limited to the budgeted cap, and shall be reimbursed based on actual costs. The budget for administrative costs shall be fixed and renegotiated on an annual basis based on available funding. The budget for eligibility staff costs shall be developed on a per case basis with agreed upon caseload standards and based on projected caseload that is reviewed and accepted by the Department. Caseload enrollment shall be projected and monitored on a rolling average of the last six months of paid care.
5. At any time if the projected caseload in the referral subsidy programs (CalWORKs, FCS, ACCESS) is reduced by more than 10%, contract reductions shall be applied accordingly, thereby adjusting the eligibility operating staff budget accordingly. Such adjustments shall be based on a six month rolling projection.
6. At any time actual enrollment in non-referral programs deviates from the projected enrollment, the Grantee shall develop and execute its plan, in consultation with the Department, to bring enrollment in line with available funding.
7. Child care payments shall be reimbursed as a pass through to providers.
8. SFCCSS payments shall be made at the end of the fiscal year based on Title 5 earnings projections as monitored by Children's Collaborium and approved by HSA.
9. ACCESS homeless provider subcontractor enrollment earnings shall be submitted for approval to HSA.

V. Location of Services:

Grantee shall operate at 445 Church Street, San Francisco, California 94114, and at Wu Yee Children's Services, 706 Mission Street, California 94103. Complementary R&R services shall be provided at 170 Otis Street. Relocation of services that impact access by clients as determined by HSA shall be noticed and negotiated to mitigate barriers to access by families.

VI. Service Objectives

- A. Provide child care case management services as follows:**

1. CalWORKs Stage 1: Provide case management services to the families of a monthly average of 800 children served by fiscal year end, June 2013, June 2014, June 2015. (Average July thru June). *This number may need to be adjusted over the grant period.*
2. CalWORKs Stage 2 : Provide case management services to the families of a monthly average of 1000 children served by fiscal year end, June 2013, June 2014, June 2015. (Average July thru June). *This number may need to be adjusted over the grant period.*
3. City Child Care subsidy program: Provide case management services to the families of a monthly average of 375 (children by fiscal year end, June 2013, June 2014, June 2015. (Average July thru June). *This number may need to be adjusted over the grant period.*
4. Family and Children's Services: Provide case management services to the families and/or foster caretakers of a monthly average of 202 children referred by PSW's served by fiscal year end, June 2013, June 2014, June 2015. (Average July thru June). *This number may need to be adjusted over the grant period.*
5. California Alternative Payment Program: Provide case management services to the families of a monthly average of 16 children served by fiscal year end, June 2013, June 2014, 2015. *This number may need to be adjusted over the grant period.*

VII. Outcome Objectives

- A. Grantee will conduct a survey of referred families at the end of the 3rd quarter of each grant year. A minimum of 75% of referred families who respond to the survey will rate the Grantee at least a three on a five-point scale as being helpful in assisting them with engaging with work, training or removing barriers to work.
- B. Grantee will conduct a survey of case managed families at the end of the 3rd quarter of each grant year. A minimum of 75% of served families who respond to the survey will rate the Grantee at least a three on a five-point scale regarding whether the Grantee was helpful in assisting with their child care needs.
- C. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 75% of child care providers will rate Grantee as at least a three on a five-point scale regarding the Grantees administration of child care services.
- D. In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 85% of child care providers responding will rate Grantee as at least a three on a five-point scale regarding the timeliness of payments.
- E. In a survey, to be conducted by the Department, at least 75% of the Employment Specialists/FCS staff responding will rate the Grantee 3 or above on a 5 point scale as having been helpful in providing participants in their caseloads with access and support with their child care needs.
- F. By July 31st, 2013 the enrollment of target voucher children (ACCESS, FCS, City CC) cared for in SF licensed quality sites linked to city quality supports, with an increase from the current 43% to a minimum of 60%, and to a minimum of 90% annually thereafter.

VIII. Reporting Requirements

Any change in state reporting requirements shall supercede the following grant requirements.

A. Report Schedule

Monthly reports shall be sent no later than the 25th day following the end of the respective reporting period. An annual final report for final adjustments shall be submitted by July 31, 2007. Quarterly and annual reports shall be sent no later than the last day of the month following the end of the respective reporting period.

Grantee shall provide the following information:

B. Monthly Reports

1. By program: Parent name, Social Security number, number of unduplicated children and unduplicated families, number of children per parent and amount of child care paid. The report will provide monthly and cumulative statistics including type of care provided. Monthly reports will clearly track comparative monthly tracking of children served/amount paid/average cost per child per month. Reports will meet state and federal tracking requirements.
2. Grantee will provide a copy of the CDD 801A monthly population report.
3. Grantee will provide a copy of the CW115 and 115A reports for State reporting. Grantee will generate two-parent family data and other state required data.
4. Grantee will provide a copy of the monthly CDFS 9500-AP claims report submitted to CDE for Stage 2 funds and CAPP Contracts in this FY 06/09 Contract.
5. Provide a monthly summary report on subsidy child care projections and enrollments that illustrates the achievement of the subsidy Service Objectives identified above.
6. Provide bi-annual subsidy and licensing data updates to be coordinated with C-WAGES investments, PFA and other city funded investments previously tracked through Geomap. This data will also be used for CPAC Needs Assessment updates.
7. Grantee shall be responsible for all state and federal reporting requirements including, but not limited to: unduplicated child counts, type of care received, cases where no care was available, federal and non-federal child care cases and state contract renewal application processes. Coding for fiscal claiming will be maintained and modified as state policy changes require.
8. Grantee shall develop and deliver ad hoc reports (for zip code, etc.) as requested by the Department for the purpose of analyzing the impact or potential impact of proposed and actual state policy changes and for the CPAC Needs Assessment.
9. Grantee shall comply with all state reporting requirements and changes in reporting per state deadlines.
10. HSA shall provide Grantee with All County Letters, Contract Letters, Applications for Refunding, and other communication from the California Department of Social Services and the California Department of Education.

C. Quarterly Reports

1. Grantee will submit a third quarter report to summarize the achievement of the service and outcome objectives for Subsidy Programs for the first three quarters of the grant term. This report shall also include summary demographic information - gender and ethnicity of the Grantee's staff for the program funded by SFHSA, the Board of Directors, and the unduplicated clients served over the three quarter period. This report is due by April 30 of each year.
2. Develop voucher quality penetration reports, detailing the number of vouchers enrolled during the quarter in San Francisco licensed providers participating in the QIS system with an ECERS score of 3.0 (or related QIS score) as developed throughout the grant period.

D. Annual Reports

1. Grantee will provide a copy of the CD800 annual child care aggregate report.
2. Grantee will provide annual performance report regarding progress on service objectives for subsidy programs.
3. Grantee shall provide an annual report on the demographics of the child care providers by zip code.

E. Ad Hoc Reports

- F.** Grantee will produce subsidy system ad hoc reports relevant for child care planning and eligibility confirmation for evaluations and research as requested by the DHS Child Care Manager and as deemed as appropriate by the Grantee and the Department. Grantee shall develop and deliver ad hoc reports (for zip code, rate change projections, level of care utilization, concurrent eligibility of families in other programs, etc.) as requested by the Department.

G. Audit Response

Grantee will produce and submit corrective action plans related to any state and local audits, including, but not limited to, APMU (Alternative Payment Monitoring Unit reviews.)

H. Monthly subsidy projection reports and 115 reports are to be submitted via email to the following:

1. Program Manager, A012 (Michele.Rutherford@sfgov.org), and
2. Subsidy Analyst, A014 (Jason.Holthe@sfgov.org)
3. Contract Manager, G310 (Christina.Iwasaki@sfgov.org)

- I.** All other reports including Quarterly and Annual Reports will be entered into the Contracts Management System (CMS). Contact information is above for assistance with reporting requirements or submission of reports.

Appendix A-2 – Services to be Provided
Children’s Council of San Francisco - San Francisco Child Care Connection (SF3C)
July 1, 2012 to June 30, 2017

I. Purpose

The purpose of this grant is to provide:

- (1) A centralized web-based eligibility list (i.e., database) with decentralized points of application for families seeking child care subsidies in San Francisco through local, federal and state funded programs
- (2) Ongoing SF3C database maintenance, development, and community/provider trainings
- (3) Support to Title 5 Contractors enrolling from the system including training and technical assistance
- (4) Child care subsidy enrollment case management services providing support to families and providers prior to and during the subsidy enrollment process

The overall program goals are to:

- (1) Maintain and improve ease of access for low-income families applying for and seeking enrollment in subsidized child care programs
- (2) Maintain an automated, efficient, and fair process for connecting the “most eligible” families with subsidized child care slots as they become available
- (3) Improve the timely enrollment of subsidy-eligible families by Title 5 Contractors
- (4) Provide robust data on the demographics of families and children eligible and waiting for subsidized care

II. Definitions

CDE

California Department of Education

Enhanced Eligibility
Determination

The formal process of fully “certifying” a family’s eligibility including collecting information and documentation to determine the family and/or child meets the “eligibility & need” criteria for receipt of subsidized child development services as specified in Title 5 regulations.

Funders

Joint ECE Funders – DCYF, HSA and First 5 SF

Family Resource Centers

A community-based organization that delivers comprehensive educational, health and social services tailored to the needs of neighborhood(s) they serve.

Grantee

Children’s Council of San Francisco

Head Start

Federally administered child care program in SF through a direct contract with SFSU and two delegate agencies – Mission Neighborhood Association and Kai Ming Children’s Services. Also Early Head Start services for infants and toddlers including the federal contract to Wu Yee for Early Head Start.

HSA

Human Services Agency of the City and County of San Francisco

Pre-Screening Process

Completing a “pre-screening form” for a family who has been pulled from SF3C by a Title 5 Contractor for an available subsidy slot or a family contacted by SF3C for early eligibility determination purposes

Resource & Referral
Agency

Child Care Resource & Referral agency contracted by CDE

SF3C

San Francisco Child Care Connection

SF3C Advisory Meeting

Bi-monthly meeting of SF3C stakeholders including Title 5 Contractors, CPAC, and homeless and domestic violence shelter representatives who serve as an advisory body assisting with policy and program decisions and recommendations to improve service delivery

SF3C User Meeting

Quarterly meeting of SF3C database users from participating Contractors and CBOs that provides a forum for the SF3C program to provide ongoing education and technical updates that directly relate to the users experience and needs

Title 5
Contractors/”Contractors”

Licensed child care centers and family child care networks who have a direct CDE funded contract to provide child care and development services to eligible families and children

III. Target Population

Low-income, Homeless, CPS, and other at risk children of families in San Francisco seeking subsidized child care services

IV. Description of Services

Grantee shall provide the following services during the term of this grant:

- A. The ongoing maintenance and development of a web-based centralized subsidy eligibility list called the San Francisco Child Care Connection (SF3C) with decentralized points of application for San Francisco families seeking subsidized child care services
- B. Ensure decentralized points and multiple modes of SF3C access through the management and ongoing development of web-based, printed, in-person, Title 5 Contractor, and other participating community organization application access points
- C. Ensure the SF3C database is maintained and modified as required to provide accurate family enrollment and prioritization and data reporting incorporating any necessary federal, state and local regulations and policies.
- D. Control and secure confidential access to the SF3C database including the assignment of log-ins, passwords and levels of access to authorized users
- E. Receive SF3C application data directly or electronically from any of the following: parents, participating child care and development agencies, HSA, participating Head Start providers, Resource & Referral agencies, family resource centers, homeless/domestic-violence shelters or other agencies serving low-income families in the county, or others required by regulation. Process applications for 100% of applicants.
- F. Provide detailed, aggregate SF3C data to the local resource and referral programs, Child Care Planning and Advisory Council (CPAC), HSA and other participating funders and agencies as requested for planning purposes
- G. Provide funders and CPAC accurate, comprehensive quarterly reporting on the demographics of families waiting on the SF3C database.
- H. Provide ongoing outreach, training and technical assistance to staff at Title 5 Contractors, Head Start, homeless/domestic violence shelters, family resource centers, and Resource & Referral agencies to promote SF3C, facilitate the efficient exchange of SF3C client information, ensure multiple points of application access, and assist in timely subsidy enrollments. Ongoing activities include, but are not limited to, the following:
 1. Providing SF3C database end user trainings
 2. Educating participants on SF3C program policies and procedures
 3. Distributing SF3C materials
 4. Conducting outreach to non-participating agencies
- I. Develop and maintain an up-to-date SF3C Training and Policy & Procedures Manuals
- J. Manage and develop a team of SF3C Need & Eligibility Specialists who:
 1. Educate families on their particular child care options and choices, help families clarify and pre-select providers and neighborhoods where they are seeking care, and explain the limitations and availability of subsidized care along with the requirements for documenting "Need & Eligibility."

2. Establish close collaboration and ongoing communication and feedback loops with Title 5 Contractors to ensure the efficient exchange information facilitating the timely enrollments of children into available subsidy slots. This will include:
 - a) Communicating with Contractors regarding their current and near future subsidy enrollment needs
 - b) Providing family data information to participating Contractors relevant to subsidy eligibility determination
 - c) Monitoring the status of SF3C families submitted for open subsidy slots as reported by Contractors
 - d) Providing SF3C program updates and procedural information
3. Contact families selected from SF3C by Contractors for an available subsidy slot in order to conduct the pre-screening process and submit the completed pre-screening form to the requesting Contractor
4. Pre-screen families for subsidy eligibility and readiness to enroll in available subsidy slot based on the state's subsidy prioritization policies and ensuring the "most eligible" or neediest are served first.
5. Perform "Enhanced Eligibility Determinations" which include full certification of "Need & Eligibility" and electronic file transfers for a select group of Contractors. Implementation of this service should include the following:
 - a) Surveying the Title 5 Contractors to determine which Contractors are interested in enhanced eligibility determinations
 - b) Development or procurement of a secure (encrypted and password protected) and efficient system for electronically transferring need and eligibility documentation to Title 5 Contractors
 - c) Development of record keeping practices that meet state and county requirements
- K. Coordinate and conduct regular SF3C "Database User Meetings" and "Advisory Meetings".
- L. Represent SF3C at relevant child care community stakeholder and funder meetings and events including, but not limited to Title 5 Contractor meetings
- M. Ensure cultural and linguistic competence necessary to serve the diverse population of San Francisco
- N. As CCSF administers state and local contract eligibility for voucher subsidies, at no time shall the administration of SF3C advantage CCSF over other Title 5 contract enrollment. Openings by contractors, federal/state/local will be treated equally when eligibility is equal, recognizing that not all families are eligible for all subsidy types. Enrollment may be managed to maximize options for San Francisco families without disadvantaging a family in a particular category of eligibility. Not all families will be categorically eligible for all slots.
- O. Reporting of waiting child's ethnicity shall be implemented on a rolling basis to be implemented system-wide and reported in the first quarter FY 2013-2014.

V. Location and Time of Services

SF3C staff will be located at Children's Council of San Francisco, at 445 Church Street, San Francisco, CA 94114. Hours of operation will be 8:30am – 5:00pm. Title 5 operators shall be supported from the Children's Council site and through technical assistance provided at Title 5 contractors' location.

VI. Grantee Responsibilities

Grantee will work with DHS-HSA to make and receive recommendations that may improve the SF3C system and better serve families and participating Title 5 Contractors. The grantee shall remain flexible in order to adapt its services when change will provide improvements in outcomes and efficiencies.

VII. Service Objectives

On an annual basis, Grantee will meet the following service objectives:

- A. Conduct pre-screenings for a minimum of 200 families monthly seeking subsidized child care through SF3C
- B. A minimum of 80% of the open Title 5 Contractor slots will be filled by SF3C enhanced eligibility determination and/or pre-screening activities when requested by the Contractor
- C. Perform "Enhanced Eligibility Determinations" for a minimum of 80% of SF3C families (estimated at 20 per month/per Contractor and 100 families per month combined) enrolling with Title 5 Contractors who have requested the service
- D. Provide a minimum of eight SF3C trainings made available to staff from participating agencies
- E. Provide a minimum of 50 combined hours of technical assistance to staff at participating homeless & domestic violence shelters, family resource centers, and Title 5 centers
- F. A clearly delineated implementation plan and timeline for enhanced eligibility determinations will be completed and submitted for HSA approval by August 31, 2012. The plan will be the basis for additional service objectives to be added as negotiated based upon the plan and HSA approval.

VIII. Outcome Objectives

On an annual basis, Grantee will meet the following outcome objectives:

- A. In a survey of families, to be conducted by the Grantee by March 31st of each FY, a minimum of 70% of the families responding will rate the services of the SF3C Need & Eligibility Specialist as "helpful" in understanding the subsidized child care eligibility list and subsidy options. Respondents will report a minimum of 3 on a scale of 1 to 5, 5 being "extremely helpful."

- B. In a survey of SFC3 participating Title 5 Contractor staff, to be conducted by the Grantee by March 31st of each FY, a minimum of 75% of survey responses will indicate that the SF3C Need & Eligibility Specialist was “helpful” in placing children into open child care slots as requested by the Contractor. Respondents will report a minimum of 3 on a scale of 1 to 5, 5 being “extremely helpful.”
- C. Detailed comprehensive quarterly reports shall be determined as highly useful in tracking the demographic profile of families waiting for subsidized care in SF. Reports will be evaluated as good or better by HSA and CPAC Executive Committee or their designee.

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of case files, staff development and training activities, program policies and procedures, accessibility and cultural competence of program materials, staffing patterns/job descriptions, reporting requirements, client data tracking and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Grant Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subgrants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

X. Reporting Requirements

- A. Grantee shall submit four reports during the Grant term that will provide a summary report of progress towards achieving Grant activities per reporting period as well as cumulatively for the grant year to date, for each service and outcome objective listed in Sections VII and VIII of the Scope of Services, Appendix A. Data will be presented in both whole numbers and percentages. Reports are due 30 days after the close of the reporting period.

Quarterly Reports: Quarterly progress reports shall evaluate the objectives listed above for this program combining monthly reports in a cumulative quarterly report. Each objective must be restated and then answered, and shall include a summary explaining the accomplishments or failures in attaining the objective. Quarterly reports are due on October 31st for the period of July 1 to September 30, January 31st for the period of October 1 to December 31, and April 30th for the period of January 1 to March 31:

Annual Report: Grantee shall submit a final report covering the period beginning July 1 and ending June 30. This report shall provide cumulative

results for each objective as outlined above. This report will also include accomplishments and challenges encountered by the Grantee. This report is due on July 31 for the previous report year.

- B. Provide detailed, comprehensive quarterly report of families on the waiting list and numbers of families enrolled into subsidy slots off of SF3C. Reports shall include ethnicity, age, income, basis of need, and other pertinent planning and enrollment data.
- C. Quarterly and Annual Reports will be entered into the Contracts Management System (CMS).

For assistance with reporting requirements or submission of reports, contact:

Christina Iwasaki
Contract Manager
Christina.Iwasaki@sfgov.org

Michele Rutherford, Program Manager
Child Care Policy and Planning
Michele.Rutherford@sfgov.org

Jason Holthe, Senior Analyst
Child Care Policy and Planning
Jason.Holthe@sfgov.org

Appendix A-3 – Services to be Provided
Children’s Council of San Francisco – C-WAGES Fiscal Intermediary
July 1, 2012 to June 30, 2017

I. Purpose

The purpose of C-WAGES (Compensation and Wage Augmentation Grants for Economic Support) is to support compensation for eligible child care staff in the City and County of San Francisco through a combination of compensation supports; wage augmentation, health and dental insurance, and retirement contribution. The C-WAGES program is administered by the city through operating grants to licensed ECE employers/owners/operators.

The C-WAGES fiscal intermediary grant supports HSA’s administration of C-WAGES through the provision of -

- Compensation funding dispersal to approved early care and education center providers for the C-WAGES center program administered by DHS and FCCH C-WAGES payments to eligible C-WAGES FCCH’s
- Eligibility determination and compliance monitoring for providers in the C-WAGES Family Child Care program
- Data reporting technology training and helpdesk support to C-WAGES and PFA providers to ensure proper program reporting of-
 - Staffing and participation profiles through the CA Early Care and Education (ECE) Workforce Registry
 - Child enrollment through Cocoa (child enrollment database reported system contracted through First 5 SF)

II. Definitions

Augmentation: Funding C-WAGES provides to support hourly rates of paid employees in teaching positions in centers and family child care homes based on the teaching role and education according to the Salary Matrix which incorporates educational attainment based on the California Department of Education Child Development Permit Matrix.

CA Early Care and Education (ECE) Workforce Registry A web-based data system that collects and maintains verified education, training and employment data of the ECE workforce. It is another HSA program in partnership with Los Angeles Universal Preschool (LAUP), The Packard Foundation, and the Mimi and Peter Haas Foundation, with in-kind support from The Center for the Study of Child Care Employment at UC Berkeley.

CDD: Child Development Division (California Department of Education)

CDE: California Department of Education

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| CDE Child Development Permit Matrix: | A description of varying early care education levels and responsibilities as determined by the State of California Child Development Division of the Department of Education to be used as a standard of staffing in Title 5 funded programs. The C-WAGES program utilizes the education and training steps in its Salary Matrix for participating centers and FCCs to reflect staffing realities in the field beyond those participating in Title 5 contracts with CDE. |
| Child Care Center | Child Care Centers, also known as Early Care and Education Centers, are for-profit and non-profit businesses that have obtained a license from the California Department of Social Services – Community Care Licensing Division for the provision of serves to children 0-12 years old. The C-WAGES Program will fund centers that serve children 0-5 years old. |
| Grantee | Children’s Council of San Francisco, or CCSF |
| C-WAGES | Compensation and Wage Augmentation Grants for Economic Support: A redesigned program of the Joint Funders designed to (a) expand the definition of compensation by including health and dental insurance and retirement contribution, as well as wages, and (b) address wage compression issues and transparency of wages for teaching staff in centers and family child care by requiring participating programs to create a Salary Matrix, which standardizes the format of wage scales for participating programs and making them available to verified employees on the CA ECE Workforce Registry. |
| C-WAGES FCC | Compensation and Wage Augmentation Grants for Economic Support - Family Child Care: The C-WAGES Family Child Care program lifts wages of paid employees in Teachers and Assistant Teacher roles in participating FCC homes by job role and educational attainment, and provides stipends to eligible FCC operator/owners based on quality score and service to infants and toddlers to help cover the cost of care for low-/moderate-income families not otherwise subsidized. |
| DHS, also Department | San Francisco Department of Human Services |
| Employee: | Teachers and Assistant Teachers paid and employed by the licensed Center or Family Child Care Owner/Operator in the City/County of San Francisco, licensed by Community Care Licensing |
| FCC: | Family Child Care – Owner/Operator of a family child care home, licensed by Community Care Licensing. A small family child care home is one where a maximum of eight children, including those of |

the caregiver under the age of six and are cared for in the home of the provider. In a “large family home” the provider generally cares for nine to fourteen children, including those of the provider and any assistant, in the provider’s home, with one or more compensated assistants present.

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| Joint Funders | Partnership of funding between the Human Services Agency, the Department of Child, Youth and Their Families, and First 5 San Francisco. |
| Low-/Moderate Income Family: | Low-/moderate-income is defined in C-WAGES as a family whose annual income is no more than 80% of the state median income using the federal Department of Housing and Urban Development standards. |
| SMI: | State Median Income |
| Wage Compression: | A decreasing or lack of a wage differential between staff that accounts for differences in training, experience, and duties. |

III. Target Population

A. C-WAGES Center Program:

Eligible proprietary and non-profit licensed Child Care Centers within the City and County of San Francisco, with a minimum of 25% of the families of the children served are low/moderate income with incomes of less than 80% of the adjusted state median income. Priority sites include Title 5 contractors and programs previously funded through Infant Toddler Sustaining Grants, DCYF Operating Grants and WAGES Plus. Eligibility and site selection determined through NOFA application process administered by HSA.

B. C-WAGES Family Child Care Program:

Eligible licensed Family Child Care Homes within the City and County of San Francisco with a minimum of three children not their own, in which a minimum of 25% of the families of the children served are low/moderate income with incomes of less than 80% of the adjusted state median income. Priority sites include providers and their staff previously funded through Infant Toddler Sustaining Grants, and WAGES Plus. Eligibility and site selection determined through NOFA application process administered by HSA.

IV. Description of Services

A. Payments for C-WAGES Center and Family Child Care Program

1. Contractor will make timely payments to the providers on a monthly basis, reconciling advances against actuals using records submitted by the provider and/or reported via the Registry.
2. Program reporting and monitoring

- a) Reporting and monitoring shall be directly administered by HSA for the C-WAGES Center Program.
- b) Reporting and monitoring shall be administered by the Contractor for the C-WAGES FCC Program
3. Direct deposit shall be available.
4. Timely payment to participating sites
 - a) Contractor will issue payment to participating centers within five business days after receiving authorization from City staff
 - b) Contractor will issue payment to participating FCC providers within two weeks of receipt of required documentation
5. Record Reconciliation: DHS will work with CCSF to reconcile C-WAGES payment amounts on a quarterly basis.
6. Contractor will provide program monitoring on an ongoing basis; annually ten percent (10%) of the participating C-WAGES FCC providers shall be randomly selected for quality control audits. Site visits will be coordinated with other local child care programs to avoid excessive interruption (i.e. Quality Assessment and Improvement Assessment, FCC Quality Network, and the Child Care Facilities Fund).

B. C-WAGES Center Program Service Description:

The contractor will:

1. CCSF will issue C-WAGES center payments on a monthly basis. Direct deposit may be available to eligible child care centers.
2. CCSF will work with the HSA Staff regarding modifications and adjustments to provider payments on a flow basis.
3. HSA Staff will monitor wage increases/decreases based on professional advancement and staffing changes.
4. HSA Staff will calculate projected expenditures based on program usage.
5. HSA Staff will maintain and continue to develop ACCESS database enabling improved reporting and estimated/actual payment dispersal.
6. If centers are added or dropped during the pre-approved C-WAGES application periods, CCSF will enter center information into the accounting system, in order to meet the appropriate payment dates. An initial advance will be available to eligible child care centers.
7. HSA Staff will work together to reconcile C-WAGES payments with approved child care center invoices on a quarterly basis: Annually July-September will be reconciled no later than December 31; October-December will be reconciled no later than January 31; January-March will be reconciled no later than April 30; and April-June will be reconciled no later than July 31.
8. HSA Staff shall submit program information inserts to CCSF on an as-needed basis, to be included in the payment mailings to eligible child care centers.
9. HSA shall monitor compliance of participating centers through fiscal and program monitoring site visits. Site visit schedule shall be determined by performance compliance and history of successful program reporting in WAGES Plus and/or DCYF Operating Grants or as otherwise indicated through city Joint Monitoring visits of contracts.

10. Include program inserts in payment mailings where possible to eligible program participants. DHS shall submit program information inserts to CCSF on an as-needed basis.
11. The C-WAGES program shall be part of CCSF's annual single audit.

C. C-WAGES Family Child Care Program Service Description:

The Contractor will directly or through subcontract:

1. Assist with the determination of initial and ongoing eligibility of 250 FCC providers, confirming the eligibility with the FCC Quality Network, based on criteria set by the City.
2. Process applications and reapplications; verify forms and official transcripts in order to determine eligibility. Arrange for translation of applications. Once a provider is determined to be eligible, the provider will begin to receive payments within 30 days.
3. Hold orientation sessions for new applicants/approved sites
4. Provide information to providers who are not funded, including information on the next funding cycle and resource information to help providers understand and work toward meeting eligibility criteria.
5. Work with HSA and the staff of the Family Child Care Quality Network to prioritize unmet needs when adding new sites through program attrition.
6. Maintain an eligibility list of eligible FCC's who have applied but for whom there is no room in the program, prioritizing most eligible sites to match unmet needs.
7. Partner with the Quality Rating System/Quality Improvement System contractor (currently West Ed) to receive routine updates of assessment scores to confirm eligibility and payment levels.
8. Ensure access in the language of the provider; ensure broad representation of providers across the city and ensure participating providers are enrolled to achieve city goals of quality access for families in the target subsidy program (FCS, ACCESS, City Child Care). Priority for adding new homes will match program criteria and the unmet needs of families, particularly FCS-linked families.
9. Directly or through sub-contractor, provide support to FCC providers in submitting support documentation for C-WAGES FCC program, and reporting required for C-WAGES.
10. Continue to refine program policies and procedures, in partnership with the Department, key licensed family child care stakeholders and other child care representatives.
11. Provide technical assistance in the form of phone consultation, referrals to other resources, and/or group meetings or follow-up sessions regarding C-WAGES program compliance.
12. Monitor compliance with wage payments, ensuring family child care
13. providers follow labor law requirements for reporting, etc. including but not limited to 1099 reporting.
14. Monitor compliance with program requirements related to providers' use of a payroll service.
15. Monitor compliance through quarterly site visits and payroll review of providers receiving compensation funding.

16. Monitor compliance with level of care to low-income children and stipend subsidy eligibility on a spot audit basis, including annual fiscal/program site visits.
17. Discontinue ineligible programs either on a temporary or permanent basis, depending upon compliance issues of the family child care home.
18. Provide an appeal process for providers impacted by negative actions of the program. Final appeal process will include DHS representative in final decision.
19. Ensure that family child care employers inform employees via written consent regarding program participation and requirements.
20. Ensure that transcripts, permits, and applicable trainings of FCC and their paid employees in teaching positions are submitted to HSA C-WAGES Staff.
21. Survey providers and provider staff regarding the effectiveness of the program.
22. Coordinate all of the above activities with Family Child Care Quality Network, SF CARES, PFA, eligibility verification and program compliance including, but not limited to, low-income service level and environmental assessment and quality improvement plans. Work to reduce the paperwork providers must complete in order to take advantage of City and County funding and minimize duplication of work required for eligibility determination.
23. Participate in the Child Care Planning and Advisory Council's (CPAC) Workforce Committee. The consultant will also participate in the SF CARES, Quality Improvement and Assessment Program, and other committees on an as needed basis and as contract hours allow.
24. Monitor wage increases/decreases based on professional advancement and staffing changes via the CA ECE Workforce Registry.
25. Calculate projected expenditures based on program usage.
26. Provide direct stipends of approximately \$325-\$1,250 per month per eligible licensed family child care home based on quality score and service to infants and toddlers according to program guidelines and funding formulas approved by HSA.
27. Provide wage augmentation funding for paid Teachers and Assistant Teachers working in a participating licensed family child care home as determined by role and verified education level based on hours worked by employees. An initial advance will be available to eligible FCCs.
28. Verify that participating FCCs are meeting City/County Minimum Wages prior to eligibility of wage augmentation.
29. Provide funding to support payroll taxes on augmentation amount (FICA, up to 7.65%, and SUI, up to 2%), based on actual rates paid.
30. Provide funding up to 75% of the costs of professional payroll services (up to \$80) and worker's compensation insurance costs. Funding may be released in advance to assist with initial set up of worker's compensation insurance, and balanced by the end of the year at 75%.
31. Assist FCC owner/operators in C-WAGES Reporting Requirements and coordinate with the FCC Staff Quality Network staff.
32. Collect monthly roster of children served by participating FCC by name, birthdate, low-/moderate-income eligibility, etc. and report child specific data on the web-based Cocoa database.

33. Enter FCC information into the accounting system for those programs added or dropped from the program in order to meet the appropriate payment dates.
34. Reconcile C-WAGES FCC payments with approved FCC invoices on a quarterly basis: July-September will be reconciled no later than December 31; October-December will be reconciled no later than April 30; January-March will be reconciled no later than May 31; and April-June will be reconciled no later than July 31.
35. Include program inserts in payment mailings to eligible program participants. DHS shall submit program information inserts to CCSF on an as-needed basis.
36. Provide annual site visits to 100% of C-WAGES FCC providers in coordination with FCC Staffed Quality Network staff for program and fiscal monitoring.
37. The C-WAGES FCC program shall be part of CCSF's annual single audit.
38. Accurate payment and eligibility monitoring will be confirmed through HSA contract monitoring, including sample case reviews verifying accurate payment levels and documentation verification.
39. Increase quality of service to children from low-income families by financially supporting licensed family child care programs serving low-income children, tiering reimbursement based on quality scores and linking support to access quality for target subsidy enrolled families.

D. Information Technology Training Support and Call Center

IT Call Center Staff will:

1. Develop a team of highly qualified, expert IT call center staff, who are extremely knowledgeable in the successful use of Cocoa (for enrollment reporting) and CA Workforce Registry (for provider and staff profile, PFA and C-WAGES compliance) and can transmit that knowledge to community providers and their staff, many of whom have limited abilities in the use of technology business solutions.
2. Provide training and technical support to C-WAGES centers and FCCH's as well as PFA sites in proper enrollment reporting and Cocoa and workforce reporting on the CA ECE Workforce Registry with language capacity in English, Spanish and Cantonese.
 - a) Provide a minimum of 12 workshops, one per month
 - i. A minimum of 3 in Spanish
 - ii. A minimum of 3 in Cantonese
 - b) Cocoa topics:
 - i. Child Enrollment
 - ii. Child Education (i.e. screening and assessments)
 - iii. Teacher Permits
 - iv. How to Run Reports
 - v. Funding Types (i.e. Title 5, PFA 9-month or 12-month, Head Start, CalWorks, Bridge funding)
 - vi. Set-up of Classroom or Sessions
 - vii. Other topics identified by CCSF or funders
 - c) Registry topics to be developed with CCSF and HSA staff

3. Track data of Registry and Cocoa assistance by provider type, language, topic area and type of assistance needed
4. Provide expertise in the successful use of these systems (and additional systems as developed).
5. Work closely with HSA and First 5 San Francisco Staff regarding CA ECE Workforce Registry and Cocoa requirements and processes.
6. Develop and distribute "tip sheets" or very brief, step-by-step instructions on how to fulfill specific tasks. Tip sheet distribution shall be via e-mail where applicable, but also via hard copy. Tip sheet may include short reminders to users explaining how to do their monthly enrollment certifications or to search for missing data.
7. Utilize a variety of training and tech support communication strategies including, but not limited to -
 - a) computer lab sessions for provider reporting,
 - b) on-site enrollment and reporting support, particularly for large multi-site operators.
 - c) Online training videos
 - d) Webinars
 - e) Group training sessions/workshops
 - f) One-on-one phone call center technical assistance to programs having difficulty with program reporting
8. Grantee will develop a regular schedule of monthly trainings of the required city data systems in multiple languages sufficient to meet the needs of the providers.
9. Support CA ECE Workforce Registry by adding new program data based on established protocol.
10. Support CA ECE Workforce Registry in approving Administrator and Multi-Site Administrator Access based on established protocol.
11. Ensure that FCC and their paid employees are registered on the CA ECE Workforce Registry
12. Support CA ECE Workforce Registry in adding small licensed FCC program data and provider and staff profiles based on established protocol.
13. Support C-WAGES Center administrators and C-WAGES FCC Program Coordinator on utilization of Cocoa data system.
14. Priority for IT technical assistance and support shall be provided in the following priority:
 - a) Title 5 contractors in PFA and C-WAGES,
 - b) Other C-WAGES centers
 - c) C-WAGES FCCH's
 - d) Other PFA programs centers and FCCH's

V. Service Objectives

A. C-WAGES Center Program Service Objectives:

Children's Council of San Francisco will, directly or through a subcontract:

1. Provide C-WAGES funding to participating centers to assist with improving the compensation of a minimum of 800 eligible classroom staff caring for over 2885 children.
2. A minimum of 95% of payments shall be issued to C-WAGES Centers, as authorized by city staff, within 5 business days from the date of authorization.

B. C-WAGES Family Child Care Program Service Objectives:

Children's Council of San Francisco will, directly or through a subcontract:

1. Provide a minimum of 200 eligible participating providers serving low/moderate income children and their families with direct stipends.
2. Provide wage augmentation to participating family child care providers to assist with increasing the wages of a minimum of 60 paid employees in Teacher or Assistant Teacher roles by verified educational attainment annually.
3. Issue timely and accurate payments to a minimum of 90% of C-WAGES FCC providers. (Timely payment shall be 5 working days from date of approval.)
4. Provide a minimum of 6 orientations to accommodate applicant providers by August 1, 2012.

C. Information Technology Call Center Program Service Objectives:

1. By August 15, 2012, Grantee will ensure program staff is trained in Cocoa and CA ECE Workforce Registry.
2. By Sept. 1, 2012 Grantee will establish an ECE IT helpdesk to support enrollment in Cocoa and CA ECE Workforce Registry.
3. Provide a minimum of 1000 hours of IT training and provide technology data reporting support to C-WAGES and PFA participating centers and FCC providers.
4. Grantee will provide a minimum of 6 regular small group trainings and individual IT TA for C-WAGES program providers or new staff. A minimum of 200 FCCH providers and provider staff will be provided with training and technical assistance by June 30th, 2012.
5. Provide a minimum of 12 training sessions (a minimum of 1 time per month beginning in September 2012) to C-WAGES and PFA providers.
6. Develop a minimum of 2 video training modules available on-line or through alternative means to support providers in their reporting requirements for C-WAGES and PFA.

VI. Outcome Objectives

A. C-WAGES Center Outcome Objectives:

Annually -

1. Center: In a survey of participating centers conducted by Contractor at the end of the 3rd quarter of each contract year, a minimum of 80% of those responding will rate the program a 3 or above on a 5 point scale as providing significant compensation support to their themselves and/or employees.
2. Center: In a survey of participating centers conducted by Contractor at the end of the 3rd quarter of each contract year, a minimum of 70% responding will rate the program a 3 or above on a 5 point scale as having been helpful in reducing staff turnover.

B. C-WAGES Family Child Care Outcome Objectives:

Annually-

1. Annually, a minimum of 60% of family child care provider staff are retained

2. Annually a minimum of 70% of the retained staff increase their ECE units by a minimum average of 3 units.
3. Increase the number of quality assessed and quality-linked licensed family child care slots in high need, low income target neighborhoods by a minimum of 20%.
4. By July 31st, 2013 increase the enrollment of target voucher children (ACCESS, FCS, City CC) cared for in SF licensed FCC homes linked to city quality supports, with an increase from the current 40% to a minimum of 60%, and to a minimum of 90% annually thereafter.
5. By Oct. 30th, 2012 submit a minimum of 90% of C-WAGES FCC and PFA providers' portfolio documentation (transcripts, certificates, permits, CPR/First Aid verification) to HSA C-WAGES staff to be validated and entered into the CA ECE Workforce Registry.
6. Percentage of target vouchered children enrolled in ECERS quality (3.0 or above) assessed and supported providers increases from 40% to 75%, by June 30th, 2013.
7. In response to a survey of eligible participating providers, to be conducted by the contractor by the 3rd quarter of each contract year, a minimum of 80% of those responding will rate the program a 3 or above on a 5 point scale as providing significant compensation support to themselves and/or their employees.
8. In response to a survey of eligible participating providers, to be conducted by the contractor by March 31st, annually, a minimum of 70% of those responding will rate the program a 3 or above on a 5 point scale as being helpful in reducing staff turnover.

C. Information Technology Call Center Outcome Objectives:

For FY 12-13 (with new objectives to be developed for FY 13-14 and FY 14-15)

1. By Dec. 31st, 2012 a minimum of 80% of C-WAGES center teaching staff shall have an electronic portfolio of education and training and are active on the CA ECE Workforce Registry.
2. By Dec. 31st 2012 a minimum of 80% of C-WAGES and PFA FCC Operators and their staff shall have an electronic portfolio of education and training and active on the CA ECE Workforce Registry.
3. By Dec 31st, 2012 a minimum of 80% of the C-WAGES and PFA Centers and FCC operators shall have accurate child enrollment reported on Cocoa.
4. In response to a survey of eligible participating providers, a minimum of 85% of those responding will rate the quality of the IT Technical Assistance as 3 or above on a 5 point scale as being helpful in assisting with reporting enrollment (Cocoa) and staffing (CA ECE Workforce Registry).
5. Quarterly missing or error flagged data is reduced by a minimum of 10%.

VII. Reporting Requirements

Any change in state reporting requirements shall supercede the following grant requirements.

A. Report Schedule

Monthly reports shall be sent no later than the 25th day following the end of the respective reporting period. An annual final report for final adjustments shall be

submitted by July 31, 2013 (2014 and 2015). Quarterly and annual reports shall be sent no later than the last day of the month following the end of the respective reporting period.

B. Contractor shall provide the following information:

1. Monthly Reports

Information Technology Call Center by data system (initially CA ECE Workforce Registry and Cocoa web-based data systems)

- a. Number of calls for support by language and time of consultation provided
- b. Provider (center/FCC/etc.)
- c. Other (ie. Program Coordinator C-WAGES-FCC, FCC Staffed Quality Network staff)
- d. Type of Assistance Requested
- e. Hours of IT information and support provided
- f. Number of trainings
- g. Number of orientations

2. Quarterly Reports

C-WAGES and C-WAGES-FCC:

- a. Program performance objectives including the number of providers participating by zip code and by race/ethnicity and language to DHS Program Manager for Child Care Policy & Planning and to Contracts
- b. Numbers of employees receiving wage augmentation by zip code, race/ethnicity and language.

Quarterly reports will summarize the performance within the quarter and are due within 30 days of the close of the quarter.

3. Annual Reports

- a. Contractor will provide annual performance report regarding progress on service objectives for capacity and subsidy programs.
- b. Contractor shall provide an annual report on the demographics of the child care providers by zip code.

4. Ad Hoc Reports

C. Quarterly and Annual Reports regarding progress on service and outcome objectives will be entered into the Contracts Management System (CMS). For assistance with reporting requirements or submission of reports, see contacts below.

D. All other reports are to be emailed to the following:

Christina Iwasaki
Contract Manager
Christina.Iwasaki@sfgov.org

Michele Rutherford, Program Manager
Child Care Policy and Planning
Michele.Rutherford@sfgov.org

**Appendix A-4 – Services to be Provided
Children’s Council of San Francisco
Family Child Care Staffed Quality Network (FCCQ Network)
July 1, 2012 to June 30, 2017**

I. Purpose

The purpose of this grant is to provide:

- (1) The development and ongoing administration of a Family Child Care Staffed Quality Network (FCCQ Network) providing technical assistance and coordinating external, quality supports (e.g., Quality Improvement System, health consultation, mental health consultation, inclusion supports, facility fund resources and workforce supports) for up to 250 participating San Francisco licensed family child care providers serving low/moderate income families

The overall program goals are to:

- (1) Ensure improved access to high quality family child care options for city subsidized low income families in San Francisco
- (2) Increase the quality of licensed family child care homes, particularly those caring for subsidized and unsubsidized low-moderate income infants and toddlers
- (3) Increase the number of providers participating in the city’s quality improvement process and supports to reflect the language, cultural and logistical needs and preferences of target voucher families
- (4) Increase the enrollment of city-funded vouchered infants and toddlers and at-risk children cared for in quality family child care settings
- (5) Increase the capacity of quality family child care particularly in low-income San Francisco neighborhoods
- (6) Improve the benefits of peer support through the support of a Citywide Family Child Care Association and six neighborhood network reaching hundreds of family child care providers both within and external to the network.

II. Definitions

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| ACCESS Homeless Child Care | SF’s homeless child care program serving families in shelter or have experienced a shelter stay within the past 6 months |
| CDE | California Department of Education |
| FCCASF | Family Child Care Association of San Francisco – A membership organization supporting licensed SF family child care providers |
| City Child Care | Locally funded child care subsidy limited to families using licensed care for their child <3 year’s old. |

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| FCS Child Care | Child care program for active child welfare families and children including , and for minor dependents with children who have an active case in Family and Children's Services |
| Grantee | Children's Council of San Francisco |
| HSA | Human Services Agency of the City and County of San Francisco |
| FCC Quality Network Members | Licensed family child care providers who are committed to continuous quality improvement, meet minimum program eligibility criteria, have applied and have been selected to participate in the Network |
| Resource & Referral Agency | Child Care Resource and Referral agency contracted by CDE |
| SF3C | San Francisco Child Care Connection |
| QRIS | Quality Rating and Improvement System |

III. Target Population

Qualified licensed family child care providers, particularly those caring for infants and toddlers and those formerly participating in WAGES Plus and Infant Toddler Sustaining Grants as well as new C-WAGES applicants who are committed to participating in the Quality Rating and Improvement System and in enrolling low-income vouchered families, especially City CC, ACCESS, and FCS.

IV. Description of Services

Grantee shall provide the following services during the term of this grant:

- A. The development and administration of an FCC Network with 250 licensed family child care homes; the network size and design should consider the overall system with particular attention provided to ensure the inclusion of and accommodation for the full range and diversity of neighborhoods, languages, and cultures citywide.
- B. The core of services will be a delivered by a team of highly qualified family child care quality case management consultants (Family Child Care Quality Consultant) who will act as technical advisors and provide support to a caseload of up to 30 providers, based on language, neighborhood, and other mutual connections and interests. FCC Consultants will work with providers on the complementary goals of meeting requirements for city-funded income supports while jointly developing a quality improvement plan, and tailoring the quality improvement plan to fit the QIS improvement and providers goals for providing quality care. More importantly, the technical assistance provided to providers will connect the components of the ERS

with best practices in quality care provision. Providers will be provided with technical assistance directly and linked with a variety of city/state and otherwise available training, technical assistance, professional development and support resources.

- C. Qualifications and Characteristic of the Network staff shall include:
1. Experience working with family child care providers, child development and an overall knowledge of the unique strengths and challenges of licensed family child care
 2. Demonstrated ability to assist network providers in the development of quality improvement plans based upon external quality assessment (i.e. FCCERS and/or other local/state QRIS metrics)
 3. Appropriate staffing ratios of up to 1:30 (i.e., worker to FCC homes/caseload) in order to ensure effective case management/field work consistently and broadly provided to the FCC Network members in order to affect improved quality ratings scores across the entire FCC Network.
 4. Linguistically appropriate and culturally competent staff able to meet the diverse needs and preferences of the family child care network members needed to meet the diverse needs and preferences of subsidized families seeking care
- D. Jointly develop, with family child care network participants, FCCQ Network Staff, an initial goal-setting/quality improvement plan informed by the FCCERS-R, the CLASS self-reflection materials (when available) and/or additional tools developed in the city's Quality Rating and Improvement System (QRIS).
- E. Follow-up site visits focused on provider's individual goals/quality improvement plans structured around FCCERS-R and CLASS self-reflection materials.
1. Tailor technical assistance and referrals for providers with scores above a 3.0 to support connection to quality care and education and to continuous quality improvement through professional development and improved quality care and education and corresponding assessment scores of providers.
 2. Link providers with scores above a 3.0 to the available voucher enrollment through SF3C and CCSF subsidy administration of local target subsidies (e.g., FCS, ACCESS and City Child Care). Provide support to FCCQ Network members regarding subsidy administration and attendance reporting.
 3. Refer provider with scores below 3.0 for technical assistance through the QRIS Quality Improvement system.
 4. In collaboration with the C-WAGES Administrator, assist providers in completing reporting requirements for city funding.
 5. Conduct regularly scheduled on-site meetings with FCCQ Network providers to facilitate the coordination of external supports based on the providers' individual goals and needs including: trainings—unit and non-unit bearing (i.e., PITC), Technical Assistance on quality, link to C-WAGES support, professional development opportunities, facilities grants, peer support and business assistance, mental health consultation, health consultation, inclusion support through the Inclusion Center.

7. Conduct regular network-wide meetings that include networking, resource sharing, and training topics based on providers' interests and needs identified through the assessment processes.
8. In collaboration with the Quality Rating contractor, coordinate and/or deliver training to providers in FCCERS-R, CLASS, and other QRIS-related ratings scales. Providers in the queue to be assessed or reassessed will be provided with training and/or TA tailored to best meet their needs for preparing for the assessment and to connect quality teaching and care to the quality assessment tool.
9. Outreach to providers in neighborhoods under-represented in city funding programs, in collaboration with the FCCASF, neighborhood networks, and Children's Council's subsidy and R&R programs.
10. Manage a toy lending library for providers, and develop other shared resources internal or external to the network.
11. Develop and maintain up-to-date, web-based information and resources for FCC providers.
12. Develop web-based profiles of all FCC Network members to be made available to CalWORKs, FCS, SF3C families, and private payers seeking care. The profiles will include ages served, pictures of the child care home, professional qualifications, curriculum approach, hours, fees and scope of services (e.g., field trips, whether parent must provide own diapers, whether meals are included, etc.) Link these data profiles to both Child Care R&R's.
13. Collaborate with the Family Child Care Association of San Francisco (FCCASF), neighborhood networks, and other community partners in offering training and resources needed by FCC Quality Network members.
14. Develop peer mentor relationships, mutually chosen and facilitated by case manager/advisors, between higher scoring and lower scoring providers, with clearly defined, mutually rewarding structures for mentor follow-along.
15. Develop a policies and procedures manual for the FCC Network program that includes a vision statement, clearly articulated network goals, and the specific activities of the program, working closely with the Family Child Care Association and neighborhood network leaders on its development.
16. Provide FCC Network members with meeting space and relevant materials on an as-needed basis
17. Develop and maintain a range of peer- to-peer supports including, but not limited to:
 - a. Resource sharing, and learning opportunities
 - b. E-mail distribution list
 - c. Annual members' conference
 - d. Regular members' meetings
 - e. Community events and celebrations
 - f. FCC Network newsletter (at minimum published quarterly)
 - g. Phone support line with evening hours
18. Cultivate six to nine (6-9) neighborhood based networks (\$18,000 maximum budget allocation for the total of 6-9 networks) for peer-to-peer support and resource sharing and administration of mini-grants to neighborhood associations

serving a high concentration of children receiving CalWORKS child care subsidies.

19. Training and development of FCC Network member leaders to increase resource linkage, engage in advocacy, and improve representation of providers in key forums, initiatives and ECE/child care system building efforts.
 20. Represent the Network administration on the local planning council Quality Rating and Improvement System planning.
- F. Grantee will tier individual services based on FCCERS-R scores as they impact providers' participation in C-WAGES. Providers at all tiers receive the Network and individual supports described above, with the following service distinction between tiers (Note: The following is an initial design, which may require substantial modifications or individual exceptions and will be reviewed jointly by HSA and Grantee ongoing with any proposed modifications/exceptions to be approved by HSA)
1. FCCERS-R Score <3
 - a. Provider Supports:
 - i. At minimum, monthly site visits, to review goals and focus on individual rating items for reflection and improvement
 - ii. Structured implementation of FCCERS-R self-study resources
 - iii. Peer mentors
 - iv. Connection to QIS
 - b. Provider Responsibilities:
 - i. Follow-through on individualized plan.
 - ii. Updating Child Care Specialist on QIS plans and progress.
 - iii. Follow-up with peer mentor.
 - iv. Participation in identified training and technical assistance.
 2. FCCERS-R Score 3-4
 - a. Provider Supports:
 - i. At minimum, bimonthly site visits, to review goals and focus on individual rating items for reflection and improvement.
 - ii. Basic case management services.
 - iii. Peer mentors.
 - b. Provider Responsibilities:
 - i. Follow-through on individualized plan.
 - ii. Follow-up with peer mentor.
 - iii. Participation in identified training and technical assistance.
 3. FCCERS-R Score 4+
 - a. Provider Supports:
 - i. At minimum, quarterly and as-needed site visits, to review goals and focus on individual rating items for reflection and improvement.
 - ii. Connection to enhanced quality development resources, such as NAEYC Accreditation.
 - b. Provider Responsibilities:

- i. Follow-through on individualized plan.
- ii. Mentoring to fellow providers, either informally through network gatherings or in a more structured way as voluntary peer Mentors.
- iii. Participation in identified training and technical assistance.

G. Metrics Contractor will monitor and support

1. Timelines for assessment reflection and preparation.
2. FCCERS_R and CLASS self-assessments, as well as any other tools a provider may choose for self-reflection.
3. Quality Improvement Plans supporting a connection to best practice teaching and to support continuous quality improvement
4. Progress toward individual goals and objectives including professional development.
5. By April 30th, 2013, Contractor will survey Network providers to measure services, member's rating of quality of direct and indirect support and their satisfaction with the overall program.

V. Location and Time of Services

FCC Network staff will be located at Children's Council of San Francisco, 445 Church Street, San Francisco, CA 94114, as well as designated subcontractor sites. Hours of operation will be 8:30am – 5:00pm. Evening and weekend meetings and training will be commonly held to accommodate the needs of Network Members.

VI. Grantee Responsibilities

Grantee will work with DHS-HSA to make and receive recommendations that may improve the FCC Network program and to better serve its membership and families. The Grantee shall remain flexible in order to adapt its services when a change may provide improvements in outcomes and efficiencies.

VII. Service Objectives

Grantee will meet the following service objectives:

Start-Up:

- A. By August 1, 2012, Contractor will have management, staffing (with language capacity in English, Spanish, and Chinese), and agency infrastructure in place to begin operations.
- B. By Aug. 31st, 2012 qualified staff shall be assigned network family child care homes.

Outreach and Network:

- C. 180 active providers will be enrolled in the network and provided initial contact by Sept 30th, 2012.
- D. Additional providers will be recruited and enrolled, with a minimum of 250 providers enrolled in the quality network by Jan. 31st, 2012.

- E. A minimum of 90% of new FCCQ Network providers (those not “grandfathered in” from WAGES+ and Infant Toddler Sustaining Grants) will serve underserved neighborhoods and target voucher families.

Staff Training:

- F. By September 30, 2012, all Contractor staff will receive introductory training in the FCCERS-R and CLASS assessment instruments and in the Quality Counts coaching model.
- G. By December 31, 2012, all Contractor staff will be trained and have demonstrated expertise in FCCERS-R and CLASS reflective tool.
- H. By June 30th, 2013, the Contractor will develop a staff manual and ongoing training plan that includes: Orientation to FCCERS-R, CLASS, DRDP, BAS, and ASQ assessment instruments, Quality Counts coaching and case management model, developing web based profiles, and orientation to Children’s Council services and the city’s C-WAGES, QRS, and QIS programs.

Establishing and Supporting the Network:

- I. Annually a minimum of 250 family child care homes shall be engaged in the network, with a minimum of 225 actively caring for or available to enroll target subsidy children.
- J. By Dec 31, 2012 and annually by Dec. 31st thereafter, a minimum of 90% of family child care applicant homes not yet assessed as of July, will be provided training in FCCERS-R.
- K. By May 30th, 2013 a minimum of 225 qualified family child care homes shall be recruited and maintained in the network.
- L. By Nov. 30th, 2012, 100 Network providers will have received their first case management site visit.
- M. By Jan. 31, 2013, a minimum of 95% of Network providers will have received their first case management site visit.
- N. By Feb. 28th, 2013 a minimum of 85% of Network providers will have developed a vision/mission statement and quality improvement plan with goals, and objectives for their program.
- O. By April 30th, 2013, a minimum of 50% of Network members will have made documented program changes and improvements based on their personal goal setting and quality improvement indicators.
- P. By April 30th, 2013, a minimum of 95% of providers will be connected to training, technical assistance, and other supports and resources appropriate to their FCCERS-R score status and individual goals.
- Q. By May 31st, 2013, a minimum of 75% of providers demonstrating a FCCERS-R scores of less than 3.0 will connect to volunteer Network Mentors.
- R. By May 31st, 2013, a minimum of 90% of providers demonstrating a FCCERS-R score of less than 3.0 will be supported to receive technical assistance from the QIS contractor, (West Ed).
- S. By July 31st, 2013 a minimum of 100 hours of unit bearing college coursework will be completed by the network members.

- T. By June 30th, 2013 90% of network providers shall participate in 3 or more quality trainings.
- U. By June 30, 2013, 25% of providers with FCCERS-R scores of 4+ will volunteer as peer mentors or other Network leadership roles.

Web Profiles:

- V. By Jan 31st, 2013, 100% of Network providers will have updated their Resource and Referral profiles to include current and relevant information.
- W. By March 31st, 2013, a minimum of 70% of Network providers will have participated in internet training, business planning supports and professional development resources.
- X. By May 30th, 2013, a minimum of 25 Network providers will have created and developed web profiles, with a minimum of 95% of Network providers having developed web profiles by Dec. 31st, 2013.

Community Collaboration:

- Y. By June 30, 2013 Contractor and subcontractor, FCCASF, will begin publishing at least 4 peer-to-peer newsletters per year. This publication will be specific to provider issues and development. It will be available in print, electronically in English, Spanish and Chinese.
- Z. Convene meetings for Network providers, staff, funders, and stakeholders to disseminate information about policy updates, implementation of programs and systems and to facilitate feedback including:
 - a. 4 Network Gatherings
 - b. 6 caseload sub-network meetings
 - c. 4 coordination/advisory meetings
 - d. Attend 9 neighborhood association meetings
 - e. Will have representation at 100% FCCASF meetings through our subcontracted caseworker.
 - f. Contractor staff and administrator each will attend at least one FCCASF meeting per year.
 - g. Plan and hold an annual conference for providers in collaboration with FCCASF and network subcontractors.

VIII. Outcome Objectives

On an annual basis, Grantee will meet the following outcome objectives:

- A. In a survey of network providers, administered anonymously, a minimum of 80% of providers indicate that network staff have performed “well” or “very well” in supporting them in providing quality care.
- B. By July 31st, 2013 the network increases the enrollment of target voucher children (ACCESS, FCS, City CC) cared for in SF licensed FCC homes linked to city quality supports, with an increase from the current 40% to a minimum of 60%, and to a minimum of 90% annually thereafter.
- C. Increase the number of quality assessed and quality-linked licensed family child care slots in low income target neighborhoods by 20%.

QRIS Outcomes (Targets may be reset during contract period to include other scales or measures, updating targets for QRIS.)

- D. A minimum average of 50% of network family child care providers receiving reassessments will improve their score by .25 or more by June 30th, 2014 (*Annual improvement percentages for FY 14-15 shall be set according to FY 13-14 baseline.*)
- E. A minimum of 70% of network providers with a score above 4.0 receiving reassessments will improve their scores by June 30th, 2014.
- F. Of the providers scoring below a 3.0, and receiving a reassessment, a minimum of 50% will improve their scores by .5 or more by Jan. 2014.
- G. The minimum average ECCERS score improvement of network providers will improve by a minimum of .5 by March. 31st, 2015.

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of case files, staff development and training activities, program policies and procedures, accessibility and cultural competence of program materials, staffing patterns/job descriptions, reporting requirements, client data tracking and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Grant Monitoring: Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subgrants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

X. Reporting Requirements

- A. Grantee shall submit four reports during the Grant term that will provide a summary report of progress towards achieving Grant activities per reporting period as well as cumulatively for the grant year to date, for each service and outcome objective listed in Sections VII and VIII of the Scope of Services, Appendix A. Data will be presented in both whole numbers and percentages. Reports are due 30 days after the close of the reporting period.

Quarterly Reports: Quarterly progress reports shall evaluate the objectives listed above for this program combining monthly reports in a cumulative quarterly report. Each objective must be restated and then answered, and shall include a summary explaining the accomplishments or failures in attaining the objective. Quarterly reports are due on October 31st for the period of July 1 to September 30, January 31st for the period of October 1 to December 31, and April 30th for the period of January 1 to March 31:

Annual Report: Grantee shall submit a final report covering the period beginning July 1 and ending June 30. This report shall provide cumulative results for each objective as outlined above. This report will also include accomplishments and challenges encountered by the Grantee. This report is due on July 31 for the previous report year.

- B. Quarterly and Annual Reports will be entered into the Contracts Management System (CMS).

For assistance with reporting requirements or submission of reports, contact:

Christina Iwasaki
Contract Manager
Christina.Iwasaki@sfgov.org

Michele Rutherford, Program Manager
Child Care Policy and Planning
Michele.Rutherford@sfgov.org

Jason Holthe, Senior Analyst
Child Care Policy and Planning
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CHILDREN'S COUNCIL OF SAN FRANCISCO

| Program Description | 3% increase per year | | | | |
|----------------------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| | FY 12/13 | FY 13/14 | FY 14/15 | FY 15/16 | FY 16/17 |
| Appendix B | | | | | |
| Child Care Connection SF3D | \$477,757 | \$477,757 | \$477,757 | \$477,757 | \$477,757 |
| C-WAGES | \$405,336 | \$405,336 | \$405,336 | \$405,336 | \$405,336 |
| C-Wages CTR Grants | \$7,363,243 | \$7,363,243 | \$7,363,243 | \$7,363,243 | \$7,363,243 |
| C-Wages FCC Grants | \$2,056,747 | \$2,056,747 | \$2,056,747 | \$2,056,747 | \$2,056,747 |
| Family Childcare Quality Network | \$883,087 | \$883,087 | \$883,087 | \$883,087 | \$883,087 |
| City Childcare | \$5,263,498 | \$5,263,498 | \$5,263,498 | \$5,263,498 | \$5,263,498 |
| Homeless ACCESS | \$1,744,421 | \$1,744,421 | \$1,744,421 | \$1,744,421 | \$1,744,421 |
| Stage 1 CalWorks | \$11,271,983 | \$11,271,983 | \$11,271,983 | \$11,271,983 | \$11,271,983 |
| Stage 1 Trustline | \$37,978 | \$37,978 | \$37,978 | \$37,978 | \$37,978 |
| Stage 2 CalWorks | \$10,209,361 | \$10,209,361 | \$10,209,361 | \$10,209,361 | \$10,209,361 |
| CDE-CAAP | \$170,636 | \$170,636 | \$170,636 | \$170,636 | \$170,636 |
| FCS Childcare | \$3,071,176 | \$3,071,176 | \$3,071,176 | \$3,071,176 | \$3,071,176 |
| Resource and Referral | \$452,000 | \$452,000 | \$452,000 | \$452,000 | \$452,000 |
| Ancillary- back-up for SF3C | \$38,498 | \$38,498 | \$38,498 | \$38,498 | \$38,498 |
| Food Programs -Wu Yee | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 |
| Food Programs-CCSF | \$45,000 | \$45,000 | \$45,000 | \$45,000 | \$45,000 |
| SFCCSS | \$1,843,125 | \$1,843,125 | \$1,843,125 | \$1,843,125 | \$1,843,125 |
| Annual Budget | \$45,368,846 | \$46,729,911 | \$48,131,809 | \$49,575,763 | \$51,063,036 |
| Total Budget Amount | \$240,869,365 | | | | |

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contract Management System (CMS) at: <https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to the CMS to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in the CMS.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CMS login credentials shall not share or internally reassign logins.
 - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CMS login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved grant budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the grant agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show last name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Documentation shall include, but not be limited to, printout from the General Ledger of expenses and payroll records. All charges incurred shall be due and payable

only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into the CMS and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- SFHSA shall pre-approve all non-reoccurring expenditures, in writing.
- Indirect costs shall not be applied to non-reoccurring expenses.

- VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 business days after receipt of the invoice and all billing information set forth above submitted via the CMS.
- VII. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
 2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
 3. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in the CMS by specified deadlines may result in withholding of grant payments.

Appendix D-Interests In Other City Grants

****Subgrantees must also list their interests in other City contracts**

| City Department or Commission | Date of Grant | Amount of Grant |
|-------------------------------|---------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Appendix E-Permitted Subgrantees

Holy Family Day Home
Wu Yee Children's Services