

File No. 160075

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 10, 2016

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
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Completed by: Linda Wong Date February 5, 2016
Completed by: Linda Wong Date _____

1 [Contract Amendment - Children's Council of San Francisco - Preschool for All Program - Not
2 to Exceed \$74,390,567]

3 **Resolution retroactively approving the sixth contract amendment with the Children's**
4 **Council of San Francisco, to manage the Preschool for All Program subsidies to**
5 **eligible children of the City, increasing the not-to-exceed amount from \$47,326,791 to**
6 **\$74,390,567 for the period of July 1, 2012, to June 30, 2016.**

7
8 WHEREAS, The City and County of San Francisco wishes to provide a system to
9 manage preschool subsidies and activities to eligible children; and

10 WHEREAS, San Francisco voters passed Proposition H in 2004, which created the
11 Public Education Enrichment Fund "PEEF" that set aside funds to create a universal
12 preschool program; and

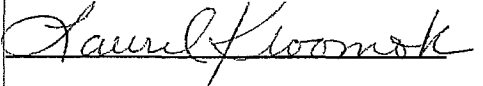
13 WHEREAS, The Preschool for All program provides financial resources, training, and
14 technical assistance to the participating 146 public and private preschools to improve the
15 quality of their programs and offer their programs for free or reduced cost to the City's
16 eligible children; and

17 WHEREAS, The current contract for these services for the period of July 1, 2012, to
18 June 30, 2015, is held by the Children's Council of San Francisco and is in the amount of
19 \$47,326,791, on file with the Clerk of the Board of Supervisors in File No. 150240, Resolution
20 No. 159-15, which is hereby declared to be a part of this resolution as if set forth fully herein;
21 now, therefore, be it

22 RESOLVED, That That the Board of Supervisors hereby approves this contract
23 modification with the Children's Council of San Francisco to manage the Preschool for All
24 subsidies for the period from July 1, 2012, through June 30, 2016, in the amount not to
25 exceed \$74,390,567.

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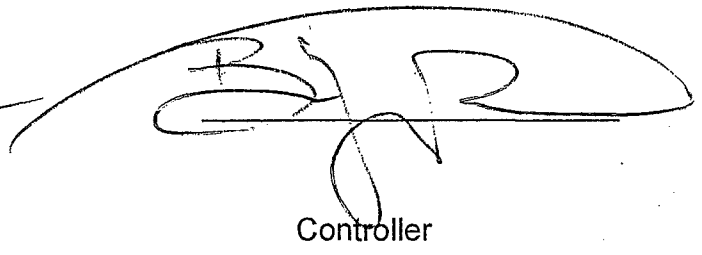
RECOMMENDED



Laurel Klooomok, First 5 San Francisco



Approved
Mayor



Controller

Item 6 File 16-0075	Department: First Five San Francisco
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would retroactively approve to July 1, 2015 the sixth amendment to the existing contract between First 5 San Francisco (First 5) and the Children’s Council to continue to provide fiscal intermediary services for Preschool for All. The amendment would extend the contract expiration date by one year from June 30, 2015 to June 30, 2016, and increase the not-to-exceed amount from \$47,326,791 to \$74,390,567, an increase of \$27,063,776. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Preschool for All is a citywide universal preschool program that aims to expand preschool access and improve the quality of preschools in the City of San Francisco by providing financial resources, training, and technical assistance to public and private preschools. First 5 San Francisco has administered Preschool for All since its inception in 2004. • On July 1, 2012, First 5 awarded a contract to administer the Preschool for All program to the Children’s Council for a one-year term from July 1, 2012 through June 30, 2013. Services provided by the Children’s Council include providing fiscal intermediary services, managing enrollment reimbursements to preschool providers, and providing technical assistance and training to preschool providers through subcontracts with nonprofit organizations. The contract has been amended five times between 2012 and 2015. The contract’s current not-to-exceed amount is \$47,326,791 and the contract end date if June 30, 2015. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The budget for the requested increase to the Children’s Council contract for services through FY 2015-16 is \$27,063,776. The Board of Supervisors appropriated funds for Preschool for All in the Office of Early Care and Education’s FY 2015-16 budget. First 5 administers Preschool for All through a work order with the Office of Early Care and Education. • First 5 has spent \$45,828,263 through FY 2014-15, and is requesting an additional \$27,063,776 for FY 2015-16, for a total needed contract amount of \$72,892,039. The Budget and Legislative Analyst recommends reducing the requested contract not-to-exceed amount from \$74,390,567 to \$72,892,039, a reduction of \$1,498,528. <p style="text-align: center;">Recommendations</p> <ol style="list-style-type: none"> 1. Amend the proposed resolution to reduce the requested contract amount by \$1,498,528 from \$74,390,567 to \$72,892,039. 2. Approve the resolution, as amended. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contracts or agreements entered into by a department, board or commission having a term in excess of ten years, or requiring anticipated expenditures by the City and County of ten million dollars, or the modification or amendments to such contract or agreement having an impact of more than \$500,000 shall be subject to approval of the Board of Supervisors by resolution.

BACKGROUND

Preschool for All is a citywide universal preschool program that aims to expand preschool access and improve the quality of preschools in the City and County of San Francisco by providing financial resources, training, and technical assistance to public and private preschools. First 5 San Francisco (First 5) has administered Preschool for All since its inception in 2004.

On July 1, 2012, First 5 awarded a contract to administer the Preschool for All program to the Children's Council for a one-year term from July 1, 2012 through June 30, 2013. Services provided by the Children's Council include providing fiscal intermediary services, managing enrollment reimbursements to preschool providers, and providing technical assistance and training to preschool providers through subcontracts with nonprofit organizations. The contract was awarded by First 5 to the Children's Council based on a competitive Request for Proposal (RFP) process in an amount not to exceed \$9,900,000. Because the original contract was less than \$10,000,000, the contract did not require approval from the Board of Supervisors.

In 2013, the Board of Supervisors approved an amendment to the existing contract, which: (1) increased the not-to-exceed amount by \$30,830,000 from \$9,900,000 to \$40,730,000; and (2) extended the term of the contract for two years, from July 1, 2013 through June 30, 2015. First 5 subsequently executed the second, third, and fourth amendments to the contract that adjusted non-material elements of the contract.¹ Such amendments were not subject to approval by the Board of Supervisors. In April 2015, the Board of Supervisors approved the fifth amendment to the existing contract, which increased the not-to-exceed amount by \$6,596,791, from \$40,730,000 to \$47,326,791. Table 1 below shows the amount spent through Fiscal Year 2014-15 for the Children's Council contract.

Table 1: Children's Council Contract Expenditures

<u>Fiscal Year</u>	<u>Actual Spent</u>
FY 2012-13	\$11,729,999
FY 2013-14	15,636,670
FY 2014-15	18,461,594
Total	\$45,828,263

¹ These changes included adjusting annual budgets, but not the overall not-to-exceed amount, and revised dates of payments to preschool providers participating in the program.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve to July 1, 2015 the sixth amendment to the existing contract between First 5 and the Children’s Council to continue to provide fiscal intermediary services, manage enrollment reimbursements to preschool providers, and provide technical assistance and training to preschool providers through subcontracts with nonprofit organizations. The amendment would extend the contract expiration date by one year from June 30, 2015 to June 30, 2016, and increase the not-to-exceed amount from \$47,326,791 to \$74,390,567, an increase of \$27,063,776.²

According to Ms. Ingrid Mezquita, Senior Program Officer at First 5, the proposed resolution is being requested retroactively because of the transfer of administration of the Public Education Enrichment Fund from First 5 to the Office of Early Care and Education.³ Ms. Mezquita further states that the requested contract increase of \$27,063,776 will fund 4,326 child care enrollments in FY 2015-16, compared to 3,600 in FY 2014-15.

FISCAL IMPACT

Table 2 below shows the budget for the requested increase of \$27,063,776 for the Children’s Council contract for FY 2015-16.

Table 2: FY 2015-16 Children’s Council Contract Budget

Budget Item	Amount
<u>Program Administration</u>	
Personnel	\$123,478
Fringe Benefits	36,410
Administrative Costs	36,402
Other Program Expenses	3,710
<i>Subtotal Program Administration</i>	<i>\$200,000</i>
Reimbursements to Preschool For All Providers	\$22,744,000
Training & Technical Assistance	\$4,119,776
Total	\$27,063,776

The Board of Supervisors appropriated funds for Preschool for All in the Office of Early Care and Education’s FY 2015-16 budget. First 5 administers Preschool for All through a work order with the Office of Early Care and Education. Table 3 below shows the sources of funds for the requested increase of \$27,063,776 to the Children’s Council contract for services through FY 2015-16.

² The original RFP provided for an initial contract term of three years from July 1, 2012 through June 30, 2015, with the option to extend the contract term by two years through June 30, 2017.

³ According to Ms. Mezquita, in 2014 administration of the Public Education Enrichment Fund was transferred from First 5 to the Office of Early Care and Education, a newly created agency. First 5 agreed to manage Preschool for All in FY 2015-16 as a transition year. This change in administration of the Public Education Enrichment Fund from First 5 to the Office of Early Care and Education caused delays in submitting the proposed Children’s Council contract amendment to the Board of Supervisors.

Table 3: Sources of Funds for Requested Increase to Children's Council Contract

Source of Funds	Amount
San Francisco Funds	
Public Education Enrichment Fund	\$21,994,000
<i>Subtotal City of San Francisco Funds</i>	<i>\$21,994,000</i>
State of California Funds	
Proposition 10	3,588,282
Race to the Top – Early Learning Challenge	\$281,494
Quality Ratings Improvement System	1,200,000
<i>Subtotal State of California Funds</i>	<i>\$5,069,776</i>
Total	\$27,063,776

As shown in Table 4 below, First 5 has spent \$45,828,263 through FY 2014-15, and is requesting an additional \$27,063,776 for FY 2015-16, for a total needed contract amount of \$72,892,039. Therefore, the Budget and Legislative Analyst recommends reducing the requested contract not-to-exceed amount from \$74,390,567 to \$72,892,039, a reduction of \$1,498,528 as shown in Table 4 below.

Table 4: Recommended Reduction to Children's Council Contract

Actual Expenditures through June 30, 2015	\$45,828,263
Requested Funds for FY 2015-16	\$27,063,776
Total Actual Expenditures and Requested Funds	\$72,892,039
Requested Amount	\$74,390,567
Budget and Legislative Analyst Recommended Reduction	\$1,498,528

RECOMMENDATIONS

1. Amend the proposed resolution to reduce the requested contract amount by \$1,498,528 from \$74,390,567 to \$72,892,039.
2. Approve the resolution, as amended.



Suzanne Giraudo, Commission Chair
Laurel Kloomok, Executive Director

COMMISSIONERS:
Linda Asato,
Malia Cohen
E'leva Gibson
Mary Hansell
Jamal Harris
Lynn Merz
Michele Rutherford
Maria Su

January 4, 2016

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original copy of the proposed resolution for the Board of Supervisors approval, which will allow the Children and Families Commission to modify a contract with the Children's Council of San Francisco not to exceed \$74,390,567 from July 1, 2012 to June 30, 2016 to manage the Preschool for All subsidies for eligible children.

The Children and Families Commission would like to have this contract amendment in place by February 1, 2016 to ensure that there will be no disruption in processing the preschool subsidies for the young children of the City.

The following is a list of accompanying documents:

- Proposed contract modification resolution
- Ethics Form 126
- Current Children's Council of San Francisco contract

The following person may be contacted regarding this matter: Jonathan Rubinsky, 415-554-8966

Sincerely,

A handwritten signature in cursive script that reads "Laurel Kloomok".

Laurel Kloomok
Executive Director, Children and Families Commission

**City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

Sixth Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2015**, in San Francisco, California, by and between **Children's Council of San Francisco** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by the:

**First amendment, dated March 11, 2013,
Second amendment, dated July 1, 2013,
Third amendment, dated September 19, 2013,
Fourth amendment, dated March 28, 2014, and
Fifth amendment, dated January 1, 2015.**

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. **Section 3.2.** Section 3.2 **Duration of Term** of the Agreement currently reads as follows:

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, 2015**.

Such section is hereby amended in its entirety to read as follows:

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, 2016**.

2b. **Section 5.1.** Section 5.1 **Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **FORTY-SEVEN MILLION THREE HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED AND NINETY ONE** Dollars (**\$47,326,791.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **SEVENTY FOUR MILLION THREE HUNDRED NINETY THOUSAND FIVE HUNDRED AND SIXTY SEVEN** Dollars (**\$74,390,567**) in the period from **JULY 1, 2012** to **JUNE 30, 2016**.

Grantee understands that, of the maximum amount of funds stated under Section 5.1 of this Agreement, **the augmentation amount of \$6,719,209 will not be available and may not be used in program budgets attached to Appendix B of this Agreement without an approved resolution by the San Francisco Board of Supervisors.** Grantee further understands that no payment of any portion of this augmentation amount will be made unless and until such funds are certified as available by First 5 San Francisco and the Controller's Office. Grantee agrees to fully comply with these laws, regulations, policies, and procedures.

2c. **Section 5.5.** Section 5.5 **Advance of Funds** of the Agreement currently reads as follows:

Grantee shall be entitled to an advance payment in an amount not to exceed **\$4 million for JULY, \$4 million for October, \$4 million for January, and \$4 million for April of the current fiscal year.** These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part, by Grantee upon request by Agency or at Agency's sole discretion deducted in whole or in part, by Agency from disbursements rendered to Grantee as described above. The Agency shall have the sole

discretion to determine the timing and amount of each such deduction, but in no event shall any advance payment remain outstanding after June 30, 2015.

Such section is hereby amended in its entirety to read as follows:

Grantee shall be entitled to a quarterly advance payment in an amount not to exceed **\$5,841,319 each quarter. Such quarterly payments shall be made in July, October, January and April of the current fiscal year.** The first of these quarterly payments shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part by Grantee upon request by Agency. Alternatively, Agency, at its sole discretion, may make a deduction in whole or in part in the quarterly payment made to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE

Recommended by:

First 5 San Francisco

Children's Council of San Francisco



Laurel Kloomok
Executive Director

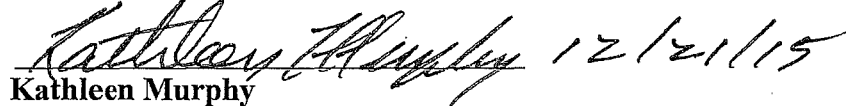


Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Kathleen Murphy
Deputy City Attorney

City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102

Fifth Amendment

THIS AMENDMENT (this "Amendment") is made as of **January 1, 2015**, in San Francisco, California, by and between **Children's Council of San Francisco** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by the:

First amendment, dated March 11, 2013,
Second amendment, dated July 1, 2013,
Third amendment, dated September 19, 2013, and
Fourth amendment, dated March 28, 2014.

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 5.1. Section 5.1 **Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION SEVEN HUNDRED AND THIRTY THOUSAND Dollars (\$11,730,000.00)** in the period from **JULY 1, 2012 to JUNE 30, 2013.**

In no event shall the amount of Grant Funds disbursed hereunder exceed **TWENTY-NINE MILLION Dollars (\$29,000,000.00)** in the period from **JULY 1, 2013 to JUNE 30, 2015.**

Nor shall the amount of Grant Funds disbursed hereunder exceed **FORTY MILLION EIGHT HUNDRED AND FOUR THOUSAND SIX HUNDRED TWENTY EIGHT Dollars (\$40,730,000.00)** in the period from **JULY 1, 2012 to JUNE 30, 2015.**

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **FORTY-SEVEN MILLION FOUR HUNDRED AND FORTY-NINE THOUSAND TWO HUNDRED AND NINE Dollars (\$47,326,791.00)** in the period from **JULY 1, 2012 to JUNE 30, 2015.**

Grantee understands that, of the maximum amount of funds stated under Section 5.1 of this Agreement, **the augmentation amount of \$6,719,209 will not be available and may not be used in program budgets attached to Appendix B of this Agreement without an approved resolution by the San Francisco Board of Supervisors.** Grantee further understands that no payment of any portion of this augmentation amount will be made unless and until such funds are certified as available by First 5 San Francisco and the Controller's Office. Grantee agrees to fully comply with these laws, regulations, policies, and procedures.

2b. Section 5.5. Section 5.5 **Advance of Funds** of the Agreement currently reads as follows:

Grantee shall be entitled to an advance payment in an amount not to exceed **\$2,932,500 for JULY, \$2,346,000 for October, \$2,346,000 for January, and \$2,932,500 for April of the current fiscal year.** These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part, by Grantee upon request by Agency or at Agency's sole discretion deducted in whole or in part, by Agency from disbursements rendered to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance payment remain outstanding after June 30, 2013.

Such section is hereby amended in its entirety to read as follows:

Grantee shall be entitled to an advance payment in an amount not to exceed **\$4 million for JULY, \$4 million for October, \$4 million for January, and \$4 million for April of the**

current fiscal year. These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part, by Grantee upon request by Agency or at Agency's sole discretion deducted in whole or in part, by Agency from disbursements rendered to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance payment remain outstanding after June 30, 2015.

2c. Appendix B. Appendix B – Definition of Grant Plan is hereby appended to include the following:

See attached Appendix B 2014-2015

2d. Insurance. Section 10 is hereby replaced in its entirety to read as follows:

Article 10. Insurance.

a. Without in any way limiting Grantee's liability pursuant to the "Indemnification" section of this Agreement, Grantee must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Fidelity Bond that shall be maintained throughout the term of this contract, at its expense a blanket fidelity bond covering all officers and employees, in an amount not less than 15% of the total contract amount with any deductible not to exceed \$1,000, including City as additional obligee or loss payee as its interests may appear.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) 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.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance 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 years beyond the expiration of this Agreement, to the effect

that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Grantee's liability hereunder.

g. 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.

2e. Replacing “Earned Income Credit (EIC) Forms” Section with “Consideration of Criminal History in Hiring and Employment Decisions” Section. Section 7.3 “Earned Income Credit (EIC) Forms” is hereby replaced in its entirety to read as follows:

7.3. Consideration of Criminal History in Hiring and Employment Decisions.

a. Grantee agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Grantee/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Grantee’s obligations under Chapter 12T is set forth in this Section. Grantee is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Grantee’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Grantee shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Grantee’s

failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Grantee or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Grantee or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 7.3(d), above. Grantee or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Grantee or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Grantee or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Grantee and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Grantee or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Grantee understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

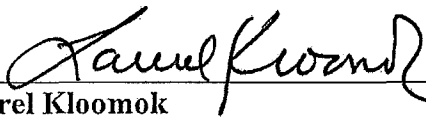
CITY

GRANTEE

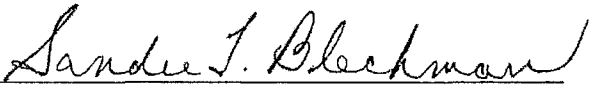
Recommended by:

First 5 San Francisco

Children's Council of San Francisco



Laurel Kloomok
Executive Director



Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Sherri Sokeland Kaiser
Deputy City Attorney

Appendix B
2014-2015

**Children's Council Preschool for All Budget
2012-13 through 2014-15**

	2012-13 ACTUAL EXPENSES	2013-14 ACTUAL EXPENSES	2014-15 REVISED BUDGET
PERSONNEL			
Subsidy Payment Manager	\$19,905	\$19,912	\$15,357
I/T Specialist	\$20,833	\$0	\$0
Provider Payment Coordinator	\$0	\$20,844	\$22,903
A/P Accountant	\$0	\$0	\$8,907
SF3C Manager	\$0	\$6,882	\$14,390
Need & Eligibility Specialist	\$0	\$44,177	\$46,563
Database Programmer	\$0	\$9,735	\$0
SUBTOTAL:	\$40,738	\$101,550	\$108,120
FRINGE BENEFITS			
Health Benefits	\$11,100	\$30,251	\$32,090
SUBTOTAL:	\$11,100	\$30,251	\$32,090
PROFESSIONAL SERVICES			
FCCQN Training	\$0	\$71,876	\$426,206
SUBTOTAL:	\$0	\$71,876	\$426,206
SUBCONTRACTS			
PFA Providers	\$10,776,110	\$12,784,898	\$16,000,000
Training and Technical Assistance	\$882,088	\$1,563,398	\$4,518,000
SUBTOTAL:	\$11,658,198	\$14,348,296	\$20,518,000
PROGRAM MATERIALS			
None	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0
OTHER PROGRAM EXPENSES			
Office Support (software and share supplies)	\$1,156	\$1,700	\$2,800
Bank/payroll Fees	\$274	\$893	\$240
Staff Training & Conferences	\$67	\$800	\$1,000
SUBTOTAL:	\$1,497	\$3,393	\$4,040
ADMINISTRATIVE COSTS			
Audit	\$378	\$600	\$384
Insurance	\$264	\$425	\$252
Admin Postage & Reproduction	\$407	\$1,162	\$1,900
Rent and Utilities	\$8,928	\$18,000	\$17,200
Telephone	\$564	\$700	\$1,200
Admin Staff Salaries & Benefits	\$7,926	\$16,750	\$16,814
SUBTOTAL:	\$18,467	\$37,637	\$37,750
TOTAL BUDGET REQUEST:	\$11,730,000	\$14,593,003	\$21,126,206

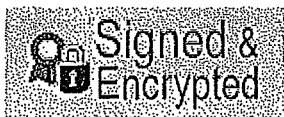
ORIGINAL TOTAL FOR 3 YEARS: \$40,730,000
REVISED TOTAL FOR 3 YEARS: \$47,449,209

CONTRACT AUGMENTATION AMOUNT: \$6,719,209

SUMMARY REPORT

FCCQN Capacity Building
Program

Signed 7/14 - 6/15
Status Grant Term



Date Signed: 10/31/2014 5:00:30 PM
CBO Signatory: Michael Williams
Title:

Contact Information**Agency Name**

Children's Council of San Francisco

Program Name

FCCQN Capacity Building

Street

445 Church Street

City

San Francisco CA

State Zipcode

94114

Phone 1

415-276-2900

Phone 2 Fax**Web Site**

www.childrencouncil.org

Last Audit Date Tax I.D. No.

10/10/2014

94-2221305

Service Locations**Site Name #1**

Children's Council of San Francisco

Subcontractor?

No

Site Street Address

445 Church Street

Ward Zip Code

94114

Program Description

Increase the capacity of the Family Child Care Quality Network staff to provide relevant and efficacious support and technical assistance and for participants in the Network to increase their program effectiveness and quality, in alignment with the CA Race to the Top Quality Continuum Framework.

Board Members**Member Name**

Elena Schmid

Renita Sinn

Jim Kirk

Title Phone

415-276-2900

415-276-2900

415-276-2900

LEAD AGENCY BUDGET**Personnel**

1. Title: Provider Support (Training) Manager
Name: Jessica Boehme
Function:

Plan, coordinate, and deliver FCCQN
Consultant and Provider training

F.T.E.	Request	Other-Cash	Other-In-Kind	Total Salary
0.4%	\$32,700.00	\$0.00	\$0.00	\$32,700.00

2. Title: FCCQN Manager
Name: Dawn Perry
Function: Oversee FCCQN Consultants, administer grant services, meet grant reporting requirements.

F.T.E.	Request	Other-Cash	Other-In-Kind	Total Salary
0.3%	\$29,445.00	\$0.00	\$0.00	\$29,445.00

3. Title: FCCQN Consultant Supervisor
Name: open
Function: Coordinate Consultant PD and tasks, oversee data collection, track provider progress

F.T.E.	Request	Other-Cash	Other-In-Kind	Total Salary
1%	\$60,000.00	\$0.00	\$0.00	\$60,000.00

4. Title: FCCQN Quality Consultant
Name: TBD
Function: Provide direct technical assistance and coaching to caseload of FCCQN providers.

F.T.E.	Request	Other-Cash	Other-In-Kind	Total Salary
0.75%	\$37,500.00	\$0.00	\$0.00	\$37,500.00

\$159,645.00 \$0.00 \$0.00 \$159,645.00

Fringe Benefits

1. Benefit Name: Total Benefits
Calculations: \$122,145 x 30.6%

Salary	Percentage	Comm. Request	Other-Cash	Other-In-Kind	Total
\$48,851.00	100%	\$48,851.00	\$0.00	\$0.00	\$48,851.00

\$48,851.00 \$48,851.00 \$0.00 \$0.00 \$48,851.00

Professional Services

1. Title: Horizons in Learning
Function: 2.5 day training and expenses - Intentional Coaching

F.T.E.	Request	Other-Cash	Other-In-Kind	Total Salary
0%	\$6,000.00	\$0.00	\$0.00	\$6,000.00

2. Title: Horizons In Learning
Function: 1 day training and expenses - Smart Group Facilitation

F.T.E.	Request	Other-Cash	Other-In-Kind	Total Salary
0%	\$2,500.00	\$0.00	\$0.00	\$2,500.00

3. Title: Consultants
Function: Trainers for Consultant and Provider Training

F.T.E.	Request	Other-Cash	Other-In-Kind	Total Salary
0%	\$10,000.00	\$0.00	\$0.00	\$10,000.00

\$18,500.00 \$0.00 \$0.00 \$18,500.00

Subcontracts

1. Agency: Wu Yee Children's Services
 Function: administration, planning support
 Calculation:

Program Costs	Admin Costs	Request Total	Other-Cash	Other-In-Kind	Total
\$14,000.00	\$0.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00
\$14,000.00	\$0.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00

Program Materials

1. Expense: Training Materials
 Calculations: CLASS Dimension Guides 250 books x \$20

Request Total	Other-Cash	Other-In-Kind	Total
\$5,000.00	\$0.00	\$0.00	\$5,000.00

2. Expense: Workshop materials for Provider Training
 Calculations: 21 training sessions

Request Total	Other-Cash	Other-In-Kind	Total
\$13,654.00	\$0.00	\$0.00	\$13,654.00

3. Expense: Printing/copying/translation
 Calculations: resource materials

Request Total	Other-Cash	Other-In-Kind	Total
\$2,000.00	\$0.00	\$0.00	\$2,000.00

4. Expense: Training Materials & Supplies
 Calculations: food, beverages and other supplies -- \$150 per workshop x 21 workshops

Request Total	Other-Cash	Other-In-Kind	Total
\$6,350.00	\$0.00	\$0.00	\$6,350.00

5. Expense: Training Supplies for Consultants
 Calculations: food, beverages and other supplies - \$100 x 10 sessions including Horizons training

Request Total	Other-Cash	Other-In-Kind	Total
\$1,000.00	\$0.00	\$0.00	\$1,000.00

6. Expense: FCCQN Provider materials
 Calculations: materials for quality improvement network provider programs

Request Total	Other-Cash	Other-In-Kind	Total
\$55,000.00	\$0.00	\$0.00	\$55,000.00

7. Expense: Supplies for Cohorts
 Calculations: program and meeting supplies, provider incentives for 15-18 providers

Request Total	Other-Cash	Other-In-Kind	Total
\$4,000.00	\$0.00	\$0.00	\$4,000.00

8. Expense: Supplies and materials
 Calculations: supplies for universal screening and educational planning processes and for the development and implementation of assessments and/or prep. workshop

Request Total	Other-Cash	Other-In-Kind	Total

	\$10,000.00	\$0.00	\$0.00	\$10,000.00
9.	Expense: Training Facility Costs			
	Calculations: 100 x 24 meetings			
	Request Total	Other-Cash	Other-In-Kind	Total
	\$2,400.00	\$0.00	\$0.00	\$2,400.00
10.	Expense: Supplies for Curriculum Kits for Lending Library			
	Calculations: \$500 x 30 kits = \$15,000 (plus replacement items @ \$5,000)			
	Request Total	Other-Cash	Other-In-Kind	Total
	\$20,000.00	\$0.00	\$0.00	\$20,000.00
11.	Expense: Supplies for 3 Network meetings			
	Calculations: 3 x approx. \$1,600 each			
	Request Total	Other-Cash	Other-In-Kind	Total
	\$5,000.00	\$0.00	\$0.00	\$5,000.00
	\$124,404.00	\$0.00	\$0.00	\$124,404.00

Other Program Expenses

1.	Expense: Conference			
	Calculations:			
	Request Total	Other-Cash	Other-In-Kind	Total
	\$5,380.00	\$0.00	\$0.00	\$5,380.00
	\$5,380.00	\$0.00	\$0.00	\$5,380.00

Administrative Costs

1.	Cost Name: ADMINISTRATIVE COSTS			
	Calculations: \$257,377 X 15% plus \$129,955 x 15%			
	Request Total	Other-Cash	Other-In-Kind	Total
	\$55,426.00	\$0.00	\$0.00	\$55,426.00
	\$55,426.00	\$0.00	\$0.00	\$55,426.00

Budget Summary

Expenses by line item:	Amount
Personnel	\$159,645.00
Fringe Benefits	\$48,851.00
Professional Services	\$18,500.00
Subcontracts	\$14,000.00
Program Materials	\$124,404.00
Other Program Expenses	\$5,380.00
Administrative Costs	\$55,426.00
Total	\$426,206.00

PERFORMANCE MEASURES**Service**

Quality Consultant skill building in coaching and reflective practice.

Needs Activity Setup?

Yes No

Performance Measure 1

One-to-one reflective supervision sessions with FCC
Quality Consultants

Data Source and Reporting Instructions

Supervisor log/report total number of unduplicated
sessions

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
27	27	27	27	108

Performance Measure 2

Bi-monthly Consultant team meetings

Data Source and Reporting Instructions

sign-in sheets/report total number of unduplicated
sessions

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
2	2	2	2	8

Performance Measure 3

Training on Intentional Coaching and reflective practice
with Horizons in Learning

Data Source and Reporting Instructions

PD Matrix/training completion

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	1	0	0	1

Performance Measure 4

Quality Consultants completing Intentional Coaching and
reflective practice training

Data Source and Reporting Instructions

PD Matrix/report total number of Consultants completing

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	12	0	0	12

Performance Measure 5

Quality Consultants report increase in efficacy on
coaching self-assessment

Data Source and Reporting Instructions

self assessment/total number of Quality Consultants
reporting increased efficacy

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	10	10

Service

Quality Consultants engage in training to increase
knowledge and awareness of Core Elements of the QRIS
Matrix

Needs Activity Setup?

Yes No

Performance Measure 1

Training - CA Learning Foundations

Data Source and Reporting Instructions

PD Matrix/number of sessions completed

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	1	1	0	2

Performance Measure 2

Training - ASQ

Data Source and Reporting Instructions

PD Matrix/number of sessions completed

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
1	0	0	0	1

Performance Measure 3

Training - Protective Factors/Strengthening Families

Data Source and Reporting Instructions

Number of sessions completed

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
2	1	1	1	5

Performance Measure 4

Consultants completing all Core Elements training

Data Source and Reporting Instructions

PD Matrix/total number of Consultants completing training

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	10	10

Service

Quality Consultants skill building in small group facilitation

Needs Activity Setup?

 Yes No**Performance Measure 1**

Training with Horizons in Learning

Data Source and Reporting Instructions

PD Matrix/number of sessions completed

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	1	0	0	1

Performance Measure 2

Quality Consultants completing training

Data Source and Reporting Instructions

PD Matrix/total number of Quality Consultants completing training

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	10	0	0	10

Service

Network Members engage in training to increase knowledge and awareness of Core Elements of the QRIS Matrix

Needs Activity Setup?

Yes No

Performance Measure 1

Training - QRIS Core Elements offered in three languages

Data Source and Reporting Instructions

Training log/number of sessions conducted

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
3	3	3	3	12

Performance Measure 2

Training - Inclusion practices and ADA compliance offered in three languages

Data Source and Reporting Instructions

Training log/number of sessions conducted

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	3	0	3

Performance Measure 3

Training - ASQ

Data Source and Reporting Instructions

Training log/number of sessions conducted

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	6	6

Performance Measure 4

Network members completing 21 hours of professional development

Data Source and Reporting Instructions

Training log/number of providers completing 21 hours of professional development

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	50	50	80	180

Service

Develop pilot cohort program for Network members to support implementation of best practices related to CLASS, FCCERS, and/or other QRIS-related topics

Needs Activity Setup?

Yes No

Performance Measure 1

Number of meetings held to develop program

Data Source and Reporting Instructions

Sign-in sheets, meeting notes/report number of meetings held

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
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1	2	0	0	3
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Performance Measure 2

Final document of proposed plan

Data Source and Reporting Instructions

Document/final document

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	1	0	1

Performance Measure 3

Number of meetings held with three cohorts

Data Source and Reporting Instructions

Sign in sheets, progress notes/number of meetings held

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	3	9	12

Performance Measure 4

Survey of participating Network members

Data Source and Reporting Instructions

Document/final document

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	1	1

Service

Quality Consultants will provide supports, linkages, and services to Network Members to ensure continuous quality improvement

Needs Activity Setup?

 Yes No**Performance Measure 1**

Minimum number of Network Members receiving direct or indirect support

Data Source and Reporting Instructions

Progress notes/report number of unduplicated providers receiving support

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
180	45	25	0	250

Performance Measure 2

QIPs entered in WELS system

Data Source and Reporting Instructions

WELS report/report number of QIPs entered in WELS

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
150	25	25	50	250

Service

Develop plan to provide universal screening for children by FCCQN

Needs Activity Setup?

 Yes No

Performance Measure 1

Conduct meetings with stakeholders

Data Source and Reporting Instructions

Sign in sheets/report number of meetings held

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	2	1	3

Performance Measure 2

Develop plan and processes

Data Source and Reporting Instructions

Document/final document

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	1	1

Service

Program managers develop plan to increase access to educational attainment for Network Members

Needs Activity Setup?

 Yes No**Performance Measure 1**

Stakeholder meetings to gather input

Data Source and Reporting Instructions

Meeting notes/report number of meetings held

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
3	0	0	0	3

Performance Measure 2

Survey Network Members to gather input

Data Source and Reporting Instructions

Document/completed survey

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	1	0	0	1

Performance Measure 3

Final document of plan

Data Source and Reporting Instructions

Document/report document completion

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	1	0	0	1

Performance Measure 4

Develop necessary assessments and/or workshop on preparation and skills for success in college-level ECE courses

Data Source and Reporting Instructions

Document/final assessment documents and/or workshop description

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	1	0	1

Performance Measure 5

Compile assessment findings and/or survey Network Members attending pilot workshop on skills for success in college-level ECE courses

Data Source and Reporting Instructions

Document/assessment and/or survey report

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	30	30

Service

FCCQN Quality Consultant to support Network Members in aligning to QRIS (and will work specifically with Early Head Start/FCCQN members if Federal proposal is approved?

Needs Activity Setup?

Yes No

Performance Measure 1

Number of Network Members served on caseload

Data Source and Reporting Instructions

WELS/QIPs in WELS

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	15	5	5	25

Performance Measure 2

Hire Quality Consultant

Data Source and Reporting Instructions

Employment agreement/report number hired

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	1	0	0	1

Service

Coordinate one PITC cohort in each of three languages resulting in 3 academic units per FCCQN participant

Needs Activity Setup?

Yes No

Performance Measure 1

Total number of Network Members enrolled in cohort course

Data Source and Reporting Instructions

Enrollment forms/report number of participants enrolled

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	55	0	55

Performance Measure 2

Number of participants successfully completing course

Data Source and Reporting Instructions

Attendance sheet, final grade/report number of participants on track for completing course

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
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0 0 0 40 40

Service

Materials for FCCQN Network Members to improve environments related to FCCERS and CLASS

Needs Activity Setup?

Yes No

Performance Measure 1

Number of providers receiving support with materials

Data Source and Reporting Instructions

WELS/report number of participants receiving support

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	30	20	20	70

Performance Measure 2

% of providers demonstrating improvement on FCCERS and CLASS

Data Source and Reporting Instructions

WELS/FCCERS and CLASS assessment scores

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	80	80

Service

Network Members engage in training to increase knowledge and awareness of quality interactions with children

Needs Activity Setup?

Yes No

Performance Measure 1

Number of providers completing 3 sessions

Data Source and Reporting Instructions

Attendance sheets/report number of participants completing sessions

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	20	0	20

Performance Measure 2

% of providers reporting implementation of strategies learned

Data Source and Reporting Instructions

Document/self-report on survey

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	75	75

Service

Develop curriculum kits for Lending Library to support enhancement of FCCQN programs related to FCCERS and CLASS

Needs Activity Setup?

Yes No

Performance Measure 1

Number of kits developed

Data Source and Reporting Instructions

Kit descriptions/report number of kits developed with subject area

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	10	20	0	30

Performance Measure 2

Number of times kits are accessed

Data Source and Reporting Instructions

Check out document/report number of times kits are loaned

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	10	20	30	60

Performance Measure 3

Number of unduplicated providers accessing kits

Data Source and Reporting Instructions

Check out document/report unduplicated number of providers accessing kits

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	10	20	20	50

Performance Measure 4

% of providers reporting satisfaction with use of kits

Data Source and Reporting Instructions

Document/self-report survey

07/14-09/14	10/14-12/14	01/15-03/15	04/15-06/15	Total
0	0	0	80	80

ACTIVITIES

Group Services

Coaching for Success Webinars

Focus Area:

Service Area:

Strategic Plan Goal:

Significant Modalitie(s): Classes/Workshops

Activity Description: Coaching webinars for FCCQN consultants and managers

**City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

Fourth Amendment

THIS AMENDMENT (this "Amendment") is made as of **March 28, 2014**, in San Francisco, California, by and between **Children's Council of San Francisco** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by

First Amendment, dated March 11, 2013

Second Amendment, dated July 1, 2013

Third Amendment, dated September 19, 2013

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 5.1. Section **5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION SEVEN HUNDRED AND THIRTY THOUSAND** Dollars (**\$11,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED TWENTY EIGHT** Dollars (**\$14,574,628.00**) in the period from **JULY 1, 2013** to **JUNE 30, 2014**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,425,372.00**) in the period from **JULY 1, 2014** to **JUNE 30, 2015**.

Nor shall the amount of Grant Funds disbursed hereunder exceed **FORTY MILLION EIGHT HUNDRED AND FOUR THOUSAND SIX HUNDRED TWENTY EIGHT** Dollars (**\$40,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION SEVEN HUNDRED AND THRITY THOUSAND** Dollars (**\$11,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **TWENTY-NINE MILLION** Dollars (**\$29,000,000.00**) in the period from **JULY 1, 2013** to **JUNE 30, 2015**.

Nor shall the amount of Grant Funds disbursed hereunder exceed **FORTY MILLION EIGHT HUNDRED AND FOUR THOUSAND SIX HUNDRED TWENTY EIGHT** Dollars (**\$40,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

c. **Appendix B. Appendix B - Definition of Grant Plan** of the Agreement currently reads as follows:

The term "Grant Plan" shall mean

See attached Original Scope Of Work and Revised Budget 2012-13 Budget as attached to the Second Amendment and to include the attached new 2013-14 Scope of Work and Budget.

Such section is hereby amended in its entirety to read as follows:

SEE ATTACHED NEW APPENDIX B

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment**.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

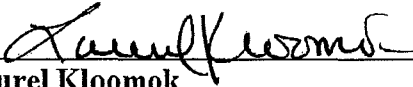
IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

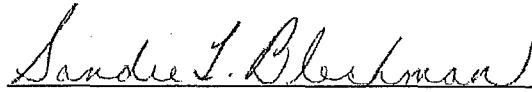
GRANTEE

Recommended by:

Children's Council of San Francisco



Laurel Kloomok
Executive Director

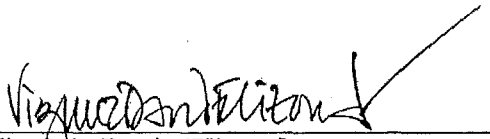


Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Virginia Dario Elizondo
Deputy City Attorney

Old Appendix B

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco's Preschool for All program activities.

The PFA preschool site will enter into a Fiscal Agreement with Grantee detailing the annual child reimbursement. Child reimbursement is calculated for every 4-year-old San Francisco resident based on the following:

- Education level of the lead teacher classroom teacher;
- Number of 4-year-old children in the classroom;
- Identifying the type and amount of child-care subsidy for 4-year-old in the classroom.

First 5 will calculate reimbursement for each PFA child and forward to Children's Council for payment to the PFA preschool site for all participating children. Children's Council will track and reconcile payments on a quarterly basis, for preschool centers and monthly for family child care providers, and provide First 5 San Francisco with monthly accounts payable reports by the 10th of each month. While the number of payments/transactions may vary monthly, an average of 50 transactions per month is anticipated.

Family Child care Homes shall receive payment from Children's Council no later than the 15th of each month for the preceding month per child reimbursement; and center-based programs shall receive quarterly payments from Children's Council on or before the 30th of the month based on the following schedule:

CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE

Received by Provider no. later than:	Q1/Advance Provider Payment	Q2 Provider Payment	Q3 Provider Payment	Q4 Provider Payment
	August 31	December 31	March 31	June 30

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

PERSONNEL							
	Name	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total Salary
Case Management	Mona Malan	Oversees Provider Reimbursement	0.25	\$19,912.00	\$0.00	\$0.00	\$19,912.00
Specialist	Stephanie Nelson	Processes Provider Reimbursement	0.50	\$20,844.00	\$0.00	\$0.00	\$20,844.00
Case Manager	Eileen Sugai	Oversees SF3C Program	0.10	\$6,882.00	\$0.00	\$0.00	\$6,882.00
Admission and Eligibility Specialist	Lily Ma-Huang	Manages lists for SF3C	1.00	\$44,177.00	\$0.00	\$0.00	\$44,177.00
Database Programmer	Muktar Buksh	Improves Database	0.15	\$9,756.00	\$0.00	\$0.00	\$9,756.00
TOTAL PERSONNEL				\$101,571.00			

FRINGE BENEFITS							
Benefit Name	Calculations	Salary	%	Request	Other - Cash	Other - In-Kind	Total
Health Benefits	29.487% of total salaries	\$101,571.00	0.29	\$29,950	\$0.00	\$0.00	\$29,950.24
				\$0			\$0.00
TOTAL FRINGE BENEFITS				\$29,950			

PROFESSIONAL SERVICES							
Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total		
TOTAL PROFESSIONAL SERVICES				\$0.00			\$0.00

CONTRACTS								
Category	Function	Calculation	Program Costs	Admin Costs	Request	Other - Cash	Other - In-Kind	Total
Providers	Monthly Reimb.	2,500 x \$5,000 p/child	\$12,500,000.00		\$12,500,000.00			\$12,500,000.00
Legal and Technical Assistance	Monthly Reimb.		\$1,500,000.00		\$1,825,000.00			\$1,825,000.00
TOTAL SUBCONTRACTS					\$14,325,000.00			\$0.00

PROGRAM MATERIALS							
Category	Calculations	Request	Other - Cash	Other - In-Kind	Total		
TOTAL PROGRAM MATERIALS				\$0.00			\$0.00

OTHER PROGRAM EXPENSES							
Category	Calculations	Request	Other - Cash	Other - In-Kind	Total		
Software Support (software and share licenses)	\$141.67 x 12 months or as needed	\$1,700					\$1,700.00
Payroll Fees	\$75.00 x 12 months or as needed	\$900					\$900.00
Training & Conferences		\$800					\$800.00
TOTAL OTHER PROGRAM EXPENSES				\$3,400			\$0.00

ADMINISTRATIVE COSTS							
Name	Calculations	Request	Other - Cash	Other - In-Kind	Total		
Telephone	\$50.00 x 12 months or as needed	\$600					\$600.00
Office	\$35.42 x 12 months or as needed	\$425					\$425.00
Postage & Reproduction	\$166.67 x 12 months or as needed	\$2,000					\$2,000.00
Printing and Utilities	\$1500 x 12 months or as needed	\$18,000					\$18,000.00
Phone	\$58.33 x 12 months or as needed	\$700					\$700.00
Staff Salaries & Benefits	salaries=\$ 14174 and fringes = \$14174 x 29.487% =4180	\$18,354					\$18,354.00
TOTAL ADMINISTRATIVE COSTS				\$40,079			

TOTAL BUDGET REQUESTED: \$14,500,000

Children's Council of San Francisco- FCCQN Training
2013-14 BUDGET - CMS FORM 4

PERSONNEL							
Title	Name	Function	FTE	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total
Provider Support Programs Manager	Jessica Boehme	To plan and coordinate program, deliver trainings, arrange for logistics.	0.30	\$7,920.00			\$7,920.00
FCCQN Manager	Dawn Perry	To oversee FCCQN Consultants, evaluate professional development plans, visit other sites to evaluate competencies	0.20	\$4,835.00			\$4,835.00
Child Development Specialist	Ruth Rodriguez	To coordinate QRIS Orientation, develop curriculum, deliver training in Spanish, and enter provisional assessments	0.18	\$2,205.00			\$2,205.00
TOTAL PERSONNEL				\$14,960.00			
FRINGE BENEFITS							
Benefit Name	Calculations	Salary (Benefit Amt)	%	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total
Total Benefits	14960*30.6%	\$4,578.00	100%	\$4,578.00			\$4,578.00
TOTAL FRINGE BENEFITS				\$4,578.00			
PROFESSIONAL SERVICES							
Title	Function	FTE	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total	
Horizons in Learning	To lead 3- day retreat and individualized coaching sessions		\$10,400.00			\$10,400.00	
CLASS Training for FCCQN Consultants	pre-K and Toddler, \$7000 each		\$14,000.00			\$14,000.00	
Consultant	Lead CLASS and DRDP trainings		\$10,800.00			\$10,800.00	
TOTAL PROFESSIONAL SERVICES				\$35,200.00			
SUBCONTRACTS							
Agency	Function	Calculation	Program Costs	Admin Costs	2013-14 Request	Other - Cash	Other - In-Kind Total
None					\$0.00		\$0.00
TOTAL SUBCONTRACTS				\$0.00			
PROGRAM MATERIALS							
Expense	Calculations	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total		
Materials for Retreat		\$585.00			\$585.00		
Copying and printing	\$300/month for training support materials, \$100 for misc program copying	\$1,000.00			\$1,000.00		
Program Supplies	misc program supplies including binders, paper, pens, etc. as needed	\$574.00			\$574.00		
Postage	200 providers, 3 mailings @ 0.46 each+ \$50/misc postage	\$326.00			\$326.00		
TOTAL PROGRAM MATERIALS				\$2,485.00			
OTHER PROGRAM EXPENSES							
Expense	Calculations	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total		
Coaching for Success Webinars	12-session monthly Webinars	\$1,995.00			\$1,995.00		
Travel and lodging for consultants	2 consultants * (500 airfare+3 nights hotel @ 100+ food, mileage, and parking @200)	\$2,000.00			\$2,000.00		
Logistics for Retreat	3 days, 350/day for room 15 participants 20/ day food, 50 day for parking	\$2,100.00			\$2,100.00		
Travel for site visits	2 staff, one trip to LA, one to another location, 350/flight, 150/day for food and lodging, 50/day for car rental, 100/person for misc travel expenses including parking. 2 nights in LA, 3 nights in other location.	\$3,800.00			\$3,800.00		
Monthly QRIS Orientation	Oct-Dec, 3 languages, coffee, food and materials 100/each session	\$900.00			\$900.00		
TOTAL OTHER PROGRAM EXPENSES				\$10,795.00			
ADMINISTRATIVE COSTS							
Cost Name	Calculations	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total		
Salaries and Benefits	Supervision and % of overall organizational admin @ 4652 with 30.6%	\$6,075.00			\$6,075.00		
Audit	% of total audit fee budget	\$325.00			\$325.00		
Legal	% of total legal fee budget	\$210.00			\$210.00		

Children's Council of San Francisco- FCCQN Training
2013-14 BUDGET - CMS FORM 4

TOTAL ADMINISTRATIVE COSTS	\$6,610.00
TOTAL BUDGET REQUESTED:	\$74,628.00

Children's Council of San Francisco- FCCQN Training
2013-2014 BUDGET NARRATIVE

PERSONNEL	PERSONNEL NARRATIVE
Title	
Provider Support Programs Manager	Planning of program. Coordinate retreat, meetings, consultants and trainings. Deliver QRIS trainings.
FCCQN Manager	To oversee FCCQN Consultants, evaluate professional development plans, visit other sites to evaluate competencies
Child Development Specialist	To coordinate QRIS Orientation, develop curriculum, deliver training in Spanish, and enter provisional assessments

FRINGE BENEFITS	FRINGE BENEFITS NARRATIVE
Benefit Name	
Total Benefits	FICA at 8% Unemployment (SU) at 1% Workers' Comp at 3.5% 401K Retirement at 1% Medical at 17.1%.

PROFESSIONAL SERVICES	PROFESSIONAL SERVICES NARRATIVE
Title	
Horizons in Learning	3 day retreat with 2 consultants, 40-1 hour individualized coaching sessions
CLASS Training for FCCQN Consultants	On-site CLASS training for Pre-k and Toddler. Offered to others in the region as room allows.
Consultant	Lead DRDP and CLASS trainings, once a month, 3 languages, 6 hours each, at \$100/hour

SUBCONTRACTS	SUBCONTRACTS NARRATIVE
Agency	
None	

PROGRAM MATERIALS	PROGRAM MATERIALS NARRATIVE
Expense	
Materials for Retreat	Books and other materials purchased through Horizons in Learning.
Copying and printing	Printing and copying materials for trainings and other needs.
Program Supplies	Misc office and program supplies including binders, flip charts, pens, etc. for retreats and trainings.
Postage	Mailings to providers regarding trainings and other information. Other postage as needed for program management.

OTHER PROGRAM EXPENSES	OTHER PROGRAM EXPENSES NARRATIVE
Expense	
Coaching for Success Webinars	Monthly webinars provided by Horizons in Learning.
Travel and lodging for consultants	Airfare= 500. 3 nights hotel= 100/each. Food, mileage, parking=200
Logistics for Retreat	Site rental, food, parking
Travel for site visits	airfare to LA and another location, lodging and food, rental car, parking, and misc travel expenses.
Monthly QRIS Orientation	Food, coffee, and other materials for Monthly QRIS Orientation- 3 months, 3 languages for a total of 9 sessions.

ADMINISTRATIVE COSTS	ADMINISTRATIVE COSTS NARRATIVE
Cost Name	
Salaries and Benefits	
Audit	
Legal	

**Children's Council of San Francisco- FGCQN Training
2013-2014 BUDGET NARRATIVE**



First 5 San Francisco Scope of Work Narrative

Please provide a narrative description of the services your agency will implement as its scope of work for this grant. The narrative should include a project description and the project's goals. The narrative should include a detailed description of each of the project's individual services.

In addition to the project description and services described on this form, all grantees are expected to participate in First 5 San Francisco evaluation activities. Additionally, agencies will implement the administrative, operational and oversight functions needed to support the services described.

In the space below the heading "Project Description and Goals", provide a general description of the project that will be implemented with funds of this grant. The general description should provide an individual with no prior knowledge of the project a good understanding of the project. Please include the specific goals and objectives from the RFP/Q in this description.

In the space below the heading "Project Activities", provide a detailed description of each activity/service that will be implemented with grant funds. The project narrative of your funding application may be a useful resource to complete this section. The description of each activity/service may include:

- description of what will be done
- describe when and how often the service will occur
- describe who will be served
- describe the staff responsible for implementation and/or partners involved
- describe where the service will be offered
- describe when in the grant term the activity will start and any start-up needed

You may choose to include or may be asked to include additional information to provide a fuller understanding of the service.

**First 5 San Francisco
Scope of Work Narrative**

Agency: Children's Council of San Francisco	Grant Year: 2013/14
Project/Initiative: FCCQN Capacity Building	

Project Description and Goals

Increase the capacity of the Family Child Care Quality Network staff to provide relevant and efficacious support and technical assistance and for participants in the Network to increase their program effectiveness and quality, in alignment with the California Race to the Top Quality Continuum Framework.

Goals:

1. Provide immediate assistance to FCCQN Quality Consultants in coaching skills, while assessing long-term training and support needs to increase Consultant and program capacity.
2. Provide foundational training to FCCQN Quality Consultants in competencies for effective technical assistance, and to FCCQN supervisors in supporting staff learning.
3. Provide introductory training for the majority of FCCQN participants, and more intensive follow-up to 30-50% of participants in foundational knowledge around DRDP and CLASS tools.
4. Define FCCQN standards for Quality Consultant competencies.
5. Develop a baseline and assess training needs for FCCQN Quality Consultants in relation to the defined Competencies, and create training, supports, and staffing plans to achieve these.
6. Develop a baseline and assess training needs for FCCQN participants' capacities as defined by the RTT Quality Continuum Framework.
7. Develop plans for expanded training and professional development for FCCQN participants based on the assessments and learning experiences of the initial Work Plan period.

Project Activities

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline dates
Service 1: Skill building activities in foundations of coaching and reflective practice for quality consultants.	Phone sessions, monthly webinars, 1-2 day training.	9 Quality consultants and 2 managers	Horizons in Learning, SFFCCQN managers	Fall retreat via Webinar and at Children's Council of SF &/or other off-site venue.	Activities to be completed in July-December 31, 2013
Coaching for Success Webinar	4 sessions to be held monthly	9 Quality consultants and 2 managers	SFFCCQN managers	Children's Council of SF	Activities to be completed by December 31, 2013
Individualized coaching for leadership team and managers	2 sessions per person each month = total of 88 sessions	Managers and consultants	Horizons in Learning, SFFCCQN managers	Children's Council of SF and Wu Yee	Activities to be completed by December 31, 2013
Fall Retreat focused on: Conscious Coaching, Leadership training and transition	3 days	9 Quality consultants and 3 managers	Horizons in Learning, SFFCCQN managers	Off site venue	By October 2013
CLASS Training by Teachstone for Pre-K and Toddler Tools	2 days each	9 Quality consultants and 2 managers and other trainers tbd	SFFCCQN Managers and Training Manager	Children's Council of SF and or Wu Yee	By March 2014 *To be contracted with Teachstone by November
Service 2: Engage in activities to identify and articulate additional Quality Consultant Competencies. The result of these activities is draft documents identifying Competencies and Skills of Quality Consultants.	2 site visits 1 day for review of Pathway document 1 day for review of TA standards	9 Quality consultants	SFFCCQN managers	Children's Council of SF and Wu Yee	Activities to be completed in July-December 2013
Site visits to effective FCC Quality Networks	Two visits (one in LA, CA)	FCCQN Manager and Wu Yee Manager	SFFCCQN managers. Identified Effective Network Organizations	Off site to be identified	Activities to be completed in November 2013.
Review QRIS pathway components and national QRIS TA standards for FCC TA providers.	4 days research, review and recommendations	SFFCCQN managers.	SFFCCQN managers.	Children's Council, Wu Yee	Activities to be completed by October 2013
Service 3: FCCQN will finalize Quality Consultant	1 day planning	Up to 30 Stakeholders	FCCQN Manager, Wu	Children's Council, Wu Yee	September-December

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline: dates
Competencies and create a system for assessment of staff.	session, with follow-up		Yee Manager, Children's Council, Deputy Director		2013
Service 4: Assessment of Quality Consultants training and professional development needs according to Competencies	Initially once and reassessment semi-annually	9 Quality consultants	FCCQN Manager, Wu Yee Manager, Quality Consultants	Children's Council, Wu Yee	September-December 2013
Service 5: Service 5: Engage in activities to aid in development of competencies of Network members as identified in QRIS matrix	Multiple formats (see below)	100-200 Network providers	FCCQN Manager, Wu Yee Manager, Children's Council Training Manager	Children's Council, Wu Yee, other training venues as appropriate	October 2013-December 2013
CLASS training for members who are not in CARES Plus.	6 hrs of classes each month for 3 months in 3 languages (English, Spanish, and Cantonese) for a total of 54 hours of instruction.	90% Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and off-site as needed	October 2013-December 2013
DRDP Training for Network Members	6 hrs of classes each month for 3 months in 3 languages (English, Spanish, and Cantonese) for a total of 54 hours of instruction.	90% Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and off-site as needed	October 2013-December 2013
QRIS Orientation for Network Members	1 orientation each month, for 3 months, in 3 languages (English, Spanish, Cantonese) for a total of 9 orientations	90% of Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and offsite as needed	October 2013-December 2013

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline dates
Service 6: Systematic Assessment of Network Member professional development and training needs according to QRIS matrix.	Initially conducted, updated and reviewed annually. Estimated 1 hour x 210 providers = 210 hours.	90% of Network members	RCCON Manager, Wu Yee Manager, Quality Consultants	Children's Council, Wu Yee, Network Member, RCC sites	September-December 2013
Service 7: Develop Phase II Logic Model, RD Pathways Framework and proposed budget plan describing future implementation of training and professional development plans for Quality Consultants and Network Members.	Meeting and work sessions as needed.	5-10, program management and staff leaders.	RCCON Manager, Wu Yee Manager, Children's Council Deputy Director	Children's Council, Wu Yee, other meeting venues as appropriate.	September-December 2013

First 5 San Francisco Performance Measures Form 2013-2014

Agency/Program Name: Children's Council of San Francisco/Family Child Care Quality Network

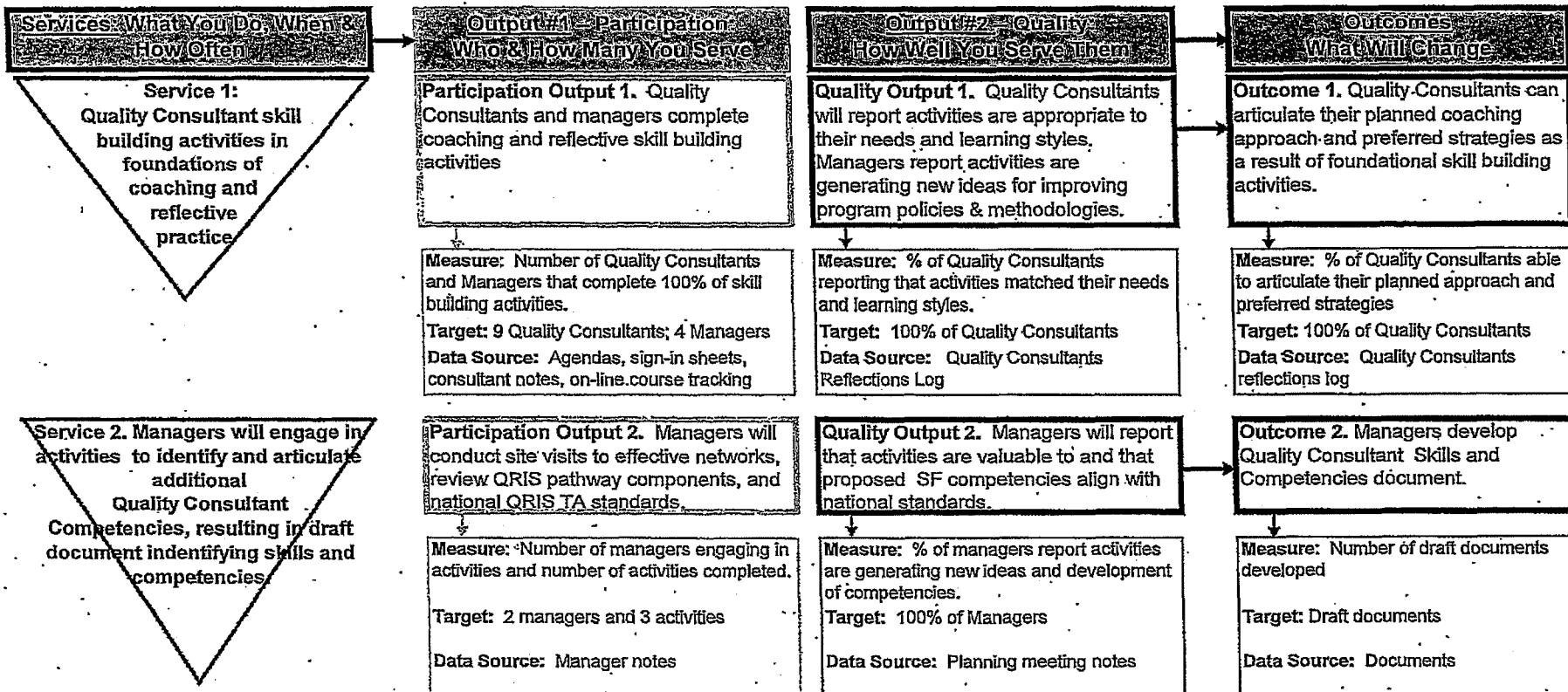
Service 1: Skill building activities in foundations of coaching and reflective practice for quality consultants.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of Coaching for Success Webinars	1	3			4	Report number of completed webinars	Training Logs
Number of coaches and managers who complete webinar series		11			11	Report number of individual completing 75% of series sessions	Sign in sheets
Number of completed coaching sessions with individuals	16	24			40	Report number of unduplicated coaching sessions completed.	Training Logs
Retreat implemented and attended by coaches and managers		1			1	Enter retreat completion.	Training Logs
% of consultants and managers who report that activities increased coaching efficacy in identified areas.		11			11	Enter survey results	survey compilation
Service 2: Engage in activities to identify and articulate additional Quality Consultant Competencies. The result of these activities is are draft documents identifying Competencies and Skills of Quality Consultants.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of sites identified for benchmarking	2				2	Report number of benchmarking site visits arranged	Correspondence
Visits Completed by FCCQN staff		2			2	Report number of benchmarking visits completed	Visit reports
Draft documents completed		1			1	Report draft document completion	document
Service 3: FCCQN will finalize Quality Consultant Competencies and create a system for assessment of staff.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of stakeholders who review draft document		30			30	Enter number of stakeholders providing input	Input logs
Assessment System is created based on revised document		1			1	Enter completion of system	Assessment forms
Final Document of Consultant Competencies and Knowledge is created		1			1	Report final document completion	final document
Service 4: Assessment of Quality Consultants' training and professional development needs according to Competencies							CMS Activity Set-up

LOGIC MODEL AND EVALUATION PLAN - PLANNING PERIOD

Name of Agency: Children's Council of San Francisco

First 5 San Francisco Strategic Plan Goal: Providers have the knowledge, skills, and motivation to continuously improve and enhance the quality of early education settings.

Project Goal Statement - To provide targeted training opportunities to Family Child Care Quality Network participants and enable FCCQN Consultants to support providers in accessing and using these learning opportunities.



Service 3. FCCQN will finalize Quality Consultant Competencies and create a system for assessment of staff.

Participation Output 3. Managers will share early draft of Quality Consultant Competencies with consultants, partners, and funders for feedback.

Measure: Number of stakeholders provided opportunity for feedback
Target: 30 Stakeholders
Data Source: Feedback Notes

Quality Output 3. Managers will refine competencies document based on stakeholder feedback.

Measure: Number of revised documents developed
Target: 2 revised documents
Data Source: Revised documents

Outcome 3. FCCQN will finalize Quality Consultant Competencies and will develop supporting materials for assessment.

Measure: Number of final documents and supporting materials developed
Target: 1 final documents and 1 supporting materials for assessment
Data Source: Final documents and materials

Service 4. Assessment of Quality Consultants' training and professional development needs according to Competencies

Participation Output 4. Quality Consultants assessed for further training/professional development needs according to Competencies.

Measure: Number of Quality Consultants assessed
Target: 9 Quality Consultants
Data Source: Assessments

Quality Output 4. Assessments will be conducted in a high-quality respectful manner and will produce relevant information.

Measure: % of Quality Consultants reporting that assessments were conducted with quality and respect
Target: 100% of Quality Consultants
Data Source: Quality Consultant Interviews

Outcome 4. Assessments will support the development of individual and group training plans for Quality Consultants' ongoing professional development.

Measure: Number of individual and group training plans developed for Quality Consultants
Target: 9 Individual Professional Development Plans and 1 Group Training Plan
Data Source: Training/professional development plans

Service 5. Engage in activities to aid in development of competencies of Network members as identified in QRIS matrix

Participation Output 5. Network members engage in activities based on need for CLASS, DRDP training and QRIS orientation.

Measure: Number of network members engaging in activities and number of activities completed.
Target: 200 network members and over 27 training activities
Data Source: Participation logs

Quality Output 5. Network members report that activities matched their needs and learning styles.

Measure: % of Network members report that activities matched their needs and learning styles
Target: 100% of Network members
Data Source: Satisfaction survey

Outcome 5. % of Network members report activities are improving program practices and development of competencies.

Measure: Number of network members showing improvement on QIP or increased use of QRIS tools
Target: 50% of Network Members
Data Source: Wels

First 5 San Francisco Performance Measures Form 2013-2014

Agency/Program Name: Children's Council of San Francisco/Family Child Care Quality Network

Number of meetings held to complete model, framework and budget plan		8			8	Enter number of meetings held	meeting logs and notes
Enter number of events where draft plan is completed and shared with stakeholders		2			2	Enter number of meetings held	meeting logs and notes
Final products developed: Logic model, PD pathways framework for FCCQN and budget		3			3	Enter number of products developed	products
Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
							outreach flyer
							outreach flyer
Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source

New Appendix B

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco's Preschool for All program activities.

The PFA preschool site will enter into a Fiscal Agreement with Grantee detailing the annual child reimbursement. Child reimbursement is calculated for every 4-year-old San Francisco resident based on the following:

- Education level of the lead teacher classroom teacher;
- Number of 4-year-old children in the classroom;
- Identifying the type and amount of child-care subsidy for 4-year-old in the classroom.

First 5 will calculate reimbursement for each PFA child and forward to Children's Council for payment to the PFA preschool site for all participating children. Children's Council will track and reconcile payments on a quarterly basis, for preschool centers and monthly for family child care providers, and provide First 5 San Francisco with monthly accounts payable reports by the 10th of each month. While the number of payments/transactions may vary monthly, an average of 50 transactions per month is anticipated.

Family Child care Homes shall receive payment from Children's Council no later than the 15th of each month for the preceding month per child reimbursement; and center-based programs shall receive quarterly payments from Children's Council on or before the 30th of the month based on the following schedule:

CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE

Received by Provider no. later than:	Q1/Advance Provider Payment	Q2 Provider Payment	Q3 Provider Payment	Q4 Provider Payment
	August 31	December 31	March 31	June 30

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

**Children's Council PFA Budget
2012-13 through 2014-15**

	2012-13 ACTUAL EXPENSES	2013-14 REVISED BUDGET	2014-15 PARTIAL BUDGET
PERSONNEL			
Subsidy Payment Manager	\$19,905	\$19,912	\$19,912
I/T Specialist	\$20,833	\$0	\$0
Provider Payment Coordinator	\$0	\$20,844	\$20,844
SF3C Manager	\$0	\$6,882	\$6,882
Need & Eligibility Specialist	\$0	\$44,177	\$44,177
Database Programmer	\$0	\$9,756	\$9,756
SUBTOTAL:	\$40,738	\$101,571	\$101,571
FRINGE BENEFITS			
Health Benefits	\$11,100	\$29,950	\$29,950
SUBTOTAL:	\$11,100	\$29,950	\$29,950
PROFESSIONAL SERVICES			
FCCQN Training	\$0	\$74,628	\$74,628
SUBTOTAL:	\$0	\$74,628	\$74,628
SUBCONTRACTS			
PFA Providers	\$10,776,110	\$15,700,000	\$9,150,744
Training and Technical Assistance	\$882,088	\$1,825,000	\$1,825,000
SUBTOTAL:	\$11,658,198	\$17,525,000	\$10,975,744
PROGRAM MATERIALS			
None	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0
OTHER PROGRAM EXPENSES			
Office Support (software and share supplies)	\$1,156	\$1,700	\$1,700
Bank/payroll Fees	\$274	\$900	\$900
Staff Training & Conferences	\$67	\$800	\$800
SUBTOTAL:	\$1,497	\$3,400	\$3,400
ADMINISTRATIVE COSTS			
Audit	\$378	\$600	\$600
Insurance	\$264	\$425	\$425
Admin Postage & Reproduction	\$407	\$2,000	\$2,000
Rent and Utilities	\$8,928	\$18,000	\$18,000
Telephone	\$564	\$700	\$700
Admin Staff Salaries & Benefits	\$7,926	\$18,354	\$18,354
SUBTOTAL:	\$18,467	\$40,079	\$40,079
TOTAL BUDGET REQUEST:	\$11,730,000	\$17,774,628	\$11,225,372

First 5 San Francisco Scope of Work Narrative

Please provide a narrative description of the services your agency will implement as its scope of work for this grant. The narrative should include a project description and the project's goals. The narrative should include a detailed description of each of the project's individual services.

In addition to the project description and services described on this form, all grantees are expected to participate in First 5 San Francisco evaluation activities. Additionally, agencies will implement the administrative, operational and oversight functions needed to support the services described.

In the space below the heading "Project Description and Goals", provide a general description of the project that will be implemented with funds of this grant. The general description should provide an individual with no prior knowledge of the project a good understanding of the project. Please include the specific goals and objectives from the RFP/Q in this description.

In the space below the heading "Project Activities", provide a detailed description of each activity/service that will be implemented with grant funds. The project narrative of your funding application may be a useful resource to complete this section. The description of each activity/service may include:

- description of what will be done
- describe when and how often the service will occur
- describe who will be served
- describe the staff responsible for implementation and/or partners involved
- describe where the service will be offered
- describe when in the grant term the activity will start and any start-up needed

You may choose to include or may be asked to include additional information to provide a fuller understanding of the service.

**First 5 San Francisco
Scope of Work Narrative**

Agency: Children's Council of San Francisco	Grant Year: 2013/14
Project/Initiative: FCCQN Capacity Building	

Project Description and Goals

Increase the capacity of the Family Child Care Quality Network staff to provide relevant and efficacious support and technical assistance and for participants in the Network to increase their program effectiveness and quality, in alignment with the California Race to the Top Quality Continuum Framework.

Goals:

1. Provide immediate assistance to FCCQN Quality Consultants in coaching skills, while assessing long-term training and support needs to increase Consultant and program capacity.
2. Provide foundational training to FCCQN Quality Consultants in competencies for effective technical assistance, and to FCCQN supervisors in supporting staff learning.
3. Provide introductory training for the majority of FCCQN participants, and more intensive follow-up to 30-50% of participants in foundational knowledge around DRDP and CLASS tools.
4. Define FCCQN standards for Quality Consultant competencies.
5. Develop a baseline and assess training needs for FCCQN Quality Consultants in relation to the defined Competencies, and create training, supports, and staffing plans to achieve these.
6. Develop a baseline and assess training needs for FCCQN participants' capacities as defined by the RTT Quality Continuum Framework.
7. Develop plans for expanded training and professional development for FCCQN participants based on the assessments and learning experiences of the initial Work Plan period.

Project Activities

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline dates
Service 1: Skill building activities in foundations of coaching and reflective practice for quality consultants.	Phone sessions, monthly webinars, 1-2 day training.	9 Quality consultants and 2 managers	Horizons in Learning, SFFCCQN managers	Fall retreat via Webinar and at Children's Council of SF &/or other off-site venue.	Activities to be completed in July-December 31, 2013
Coaching for Success Webinar	4 sessions to be held monthly	9 Quality consultants and 2 managers	SFFCCQN managers	Children's Council of SF	Activities to be completed by December 31, 2013
Individualized coaching for leadership team and managers	2 sessions per person each month = total of 88 sessions	Managers and consultants	Horizons in Learning, SFFCCQN managers	Children's Council of SF and Wu Yee	Activities to be completed by December 31, 2013
Fall Retreat focused on: Conscious Coaching, Leadership training and transition	3 days	9 Quality consultants and 3 managers	Horizons in Learning, SFFCCQN managers	Off site venue	By October 2013
CLASS Training by Teachstone for Pre-K and Toddler Tools	2 days each	9 Quality consultants and 2 managers and other trainers tbd	SFFCCQN Managers and Training Manager	Children's Council of SF and or Wu Yee	By March 2014 *To be contracted with Teachstone by November
Service 2: Engage in activities to identify and articulate additional Quality Consultant Competencies. The result of these activities is draft documents identifying Competencies and Skills of Quality Consultants.	2 site visits, 1 day for review of Pathway document, 1 day for review of TA standards	9 Quality consultants	SFFCCQN managers	Children's Council of SF and Wu Yee	Activities to be completed in July-December 2013
Site visits to effective FCC Quality Networks	Two visits (one in LA, CA)	FCCQN Manager and Wu Yee Manager	SFFCCQN managers. Identified Effective Network Organizations	Off site to be identified	Activities to be completed in November 2013.
Review QRIS pathway components and national QRIS TA standards for FCC TA providers.	4 days research, review and recommendations	SFFCCQN managers.	SFFCCQN managers.	Children's Council, Wu Yee	Activities to be completed by October 2013
Service 3: FCCQN will finalize Quality Consultant	1 day planning	Up to 30 Stakeholders	FCCQN Manager, Wu	Children's Council, Wu Yee	September-December

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline: dates
Competencies and create a system for assessment of staff.	session, with follow-up		Yee Manager, Children's Council Deputy Director		2013
Service 4: Assessment of Quality Consultants training and professional development needs according to Competencies	Initially once and reassessment semi-annually.	9 Quality consultants	FCCQN Manager, Wu Yee Manager, Quality Consultants	Children's Council, Wu Yee	September-December 2013
Service 5: Service 5: Engage in activities to aid in development of competencies of Network members as identified in QRIS matrix	Multiple formats (see below)	100-200 Network providers	FCCQN Manager, Wu Yee Manager, Children's Council Training Manager	Children's Council, Wu Yee; other training venues as appropriate	October 2013-December 2013
CLASS training for members who are not in CARES Plus.	6 hrs of classes each month for 3 months in 3 languages (English, Spanish, and Cantonese) for a total of 54 hours of instruction.	90% Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and off-site as needed	October 2013-December 2013
DRDP Training for Network Members	6 hrs of classes each month for 3 months in 3 languages (English, Spanish, and Cantonese) for a total of 54 hours of instruction.	90% Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and off-site as needed	October 2013-December 2013
QRIS Orientation for Network Members	1 orientation each month, for 3 months, in 3 languages (English, Spanish, Cantonese) for a total of 9 orientations	90% of Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and offsite as needed	October 2013-December 2013

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline dates
Service 6. Systematic Assessment of Network Member professional development and training needs according to QRIS matrix.	Initially conducted, updated and reviewed annually. Estimated 1 hour x 210 providers = 210 hours.	90% of Network members	RCCON Manager, Wu Yee, Manager, Quality Consultants	Children's Council, Wu Yee, Network Member, RCC sites	September-December 2013
Service 7. Develop Phase II Logic Model, PD Pathways Framework and proposed budget plan describing future implementation of training and professional development plans for Quality Consultants and Network Members.	Meeting and work sessions as needed.	5-10 program management and staff leaders.	RCCON Manager, Wu Yee, Manager, Children's Council, Deputy Director	Children's Council, Wu Yee, other meeting venues as appropriate.	September-December 2013

First 5 San Francisco Performance Measures Form 2013-2014

Agency/Program Name: Children's Council of San Francisco/Family Child Care Quality Network

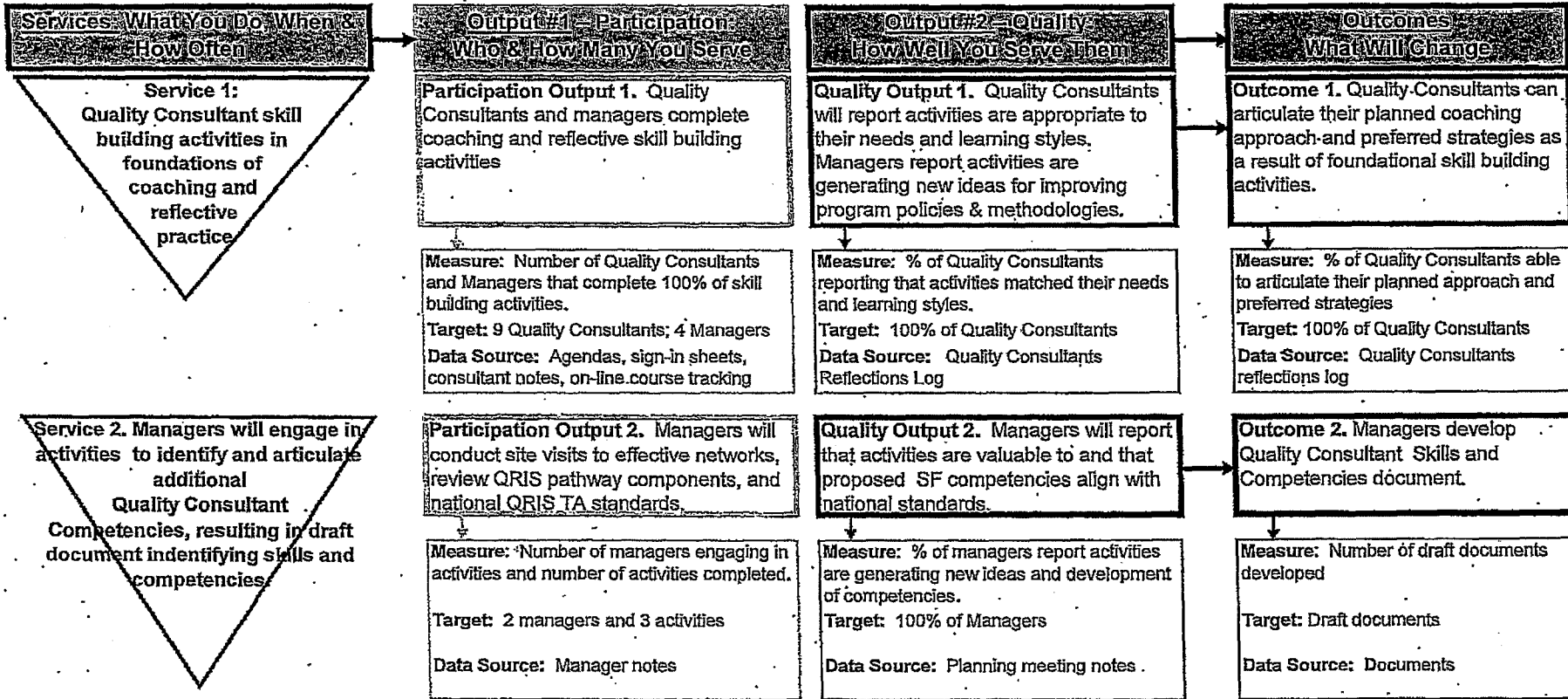
Service 1: Skill building activities in foundations of coaching and reflective practice for quality consultants.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of Coaching for Success Webinars	1	3			4	Report number of completed webinars	Training Logs
Number of coaches and managers who complete webinar series		11			11	Report number of individual completing 75% of series sessions	Sign in sheets
Number of completed coaching sessions with individuals	16	24			40	Report number of unduplicated coaching sessions completed.	Training Logs
Retreat implemented and attended by coaches and managers		1			1	Enter retreat completion.	Training Logs
% of consultants and managers who report that activities increased coaching efficacy in identified areas.		11			11	Enter survey results	survey compilation
Service 2: Engage in activities to identify and articulate additional Quality Consultant Competencies. The result of these activities is are draft documents identifying Competencies and Skills of Quality Consultants.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of sites identified for benchmarking	2				2	Report number of benchmarking site visits arranged	Correspondence
Visits Completed by FCCQN staff		2			2	Report number of benchmarking visits completed	Visit reports
Draft documents completed		1			1	Report draft document completion	document
Service 3: FCCQN will finalize Quality Consultant Competencies and create a system for assessment of staff.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of stakeholders who review draft document		30			30	Enter number of stakeholders providing input	Input logs
Assessment System is created based on revised document		1			1	Enter completion of system	Assessment forms
Final Document of Consultant Competencies and Knowledge is created		1			1	Report final document completion	final document
Service 4: Assessment of Quality Consultants' training and professional development needs according to Competencies							CMS Activity Set-up

LOGIC MODEL AND EVALUATION PLAN - PLANNING PERIOD

Name of Agency: Children's Council of San Francisco

First 5 San Francisco Strategic Plan Goal: Providers have the knowledge, skills, and motivation to continuously improve and enhance the quality of early education settings.

Project Goal Statement - To provide targeted training opportunities to Family Child Care Quality Network participants and enable FCCQN Consultants to support providers in accessing and using these learning opportunities.



Service 3. FCCQN will finalize Quality Consultant Competencies and create a system for assessment of staff.

Participation Output 3. Managers will share early draft of Quality Consultant Competencies with consultants, partners, and funders for feedback.

Quality Output 3. Managers will refine competencies document based on stakeholder feedback.

Outcome 3. FCCQN will finalize Quality Consultant Competencies and will develop supporting materials for assessment.

Measure: Number of stakeholders provided opportunity for feedback
Target: 30 Stakeholders
Data Source: Feedback Notes

Measure: Number of revised documents developed
Target: 2 revised documents
Data Source: Revised documents

Measure: Number of final documents and supporting materials developed
Target: 1 final documents and 1 supporting materials for assessment
Data Source: Final documents and materials

Service 4. Assessment of Quality Consultants' training and professional development needs according to Competencies

Participation Output 4. Quality Consultants assessed for further training/professional development needs according to Competencies.

Quality Output 4. Assessments will be conducted in a high-quality respectful manner and will produce relevant information.

Outcome 4. Assessments will support the development of individual and group training plans for Quality Consultants' ongoing professional development.

Measure: Number of Quality Consultants assessed
Target: 9 Quality Consultants
Data Source: Assessments

Measure: % of Quality Consultants reporting that assessments were conducted with quality and respect
Target: 100% of Quality Consultants
Data Source: Quality Consultant Interviews

Measure: Number of individual and group training plans developed for Quality Consultants
Target: 9 Individual Professional Development Plans and 1 Group Training Plan
Data Source: Training/professional development plans

Service 5. Engage in activities to aid in development of competencies of Network members as identified in QRIS matrix

Participation Output 5. Network members engage in activities based on need for CLASS, DRDP training and QRIS orientation.

Quality Output 5. Network members report that activities matched their needs and learning styles.

Outcome 5. % of Network members report activities are improving program practices and development of competencies.

Measure: Number of network members engaging in activities and number of activities completed.
Target: 200 network members and over 27 training activities
Data Source: Participation logs

Measure: % of Network members report that activities matched their needs and learning styles
Target: 100% of Network members
Data Source: Satisfaction survey

Measure: Number of network members showing improvement on QIP or increased use of QRIS tools
Target: 50% of Network Members
Data Source: Wels

First 5 San Francisco Performance Measures Form 2013-2014

Agency/Program Name: Children's Council of San Francisco/Family Child Care Quality Network

Number of meetings held to complete model, framework and budget plan		8			8	Enter number of meetings held	meeting logs and notes
Enter number of events where draft plan is completed and shared with stakeholders		2			2	Enter number of meetings held	meeting logs and notes
Final products developed: Logic model, PD pathways framework for FCCQN and budget		3			3	Enter number of products developed	products

Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source

Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
							outreach flyer
							outreach flyer

Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source

**City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of **September 19, 2013**, in San Francisco, California, by and between **Children's Council of San Francisco** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by

First Amendment, dated March 11, 2013.

Second Amendment, dated July 1, 2013.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 5.1. Section **5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION SEVEN HUNDRED AND THIRTY THOUSAND** Dollars (**\$11,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,500,000.00**) in the period from **JULY 1, 2013 to JUNE 30, 2014.**

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,500,000.00**) in the period from **JULY 1, 2014 to JUNE 30, 2015.**

Nor shall the amount of Grant Funds disbursed hereunder exceed **FORTY MILLION SEVEN HUNDRED AND THIRTY THOUSAND** Dollars (**\$40,730,000.00**) in the period from **JULY 1, 2012 to JUNE 30, 2015.**

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION SEVEN HUNDRED AND THIRTY THOUSAND** Dollars (**\$11,730,000.00**) in the period from **JULY 1, 2012 to JUNE 30, 2013.**

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED TWENTY EIGHT** Dollars (**\$14,574,628.00**) in the period from **JULY 1, 2013 to JUNE 30, 2014.**

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,425,372.00**) in the period from **JULY 1, 2014 to JUNE 30, 2015.**

Nor shall the amount of Grant Funds disbursed hereunder exceed **FORTY MILLION EIGHT HUNDRED AND FOUR THOUSAND SIX HUNDRED TWENTY EIGHT** Dollars (**\$40,730,000.00**) in the period from **JULY 1, 2012 to JUNE 30, 2015.**

c. **Appendix B. Appendix B - Definition of Grant Plan** of the Agreement currently reads as follows:

The term "Grant Plan" shall mean

See attached Scope Of Work and Budget

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

Such section is hereby amended in its entirety to read as follows:

The term "Grant Plan" shall mean

See attached Original Scope Of Work and Revised Budget 2012-13 Budget as attached to the Second Amendment and to include the attached new 2013-14 Scope of Work and Budget.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

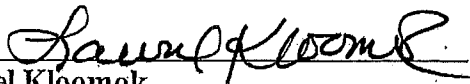
IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY


GRANTEE

Recommended by:

Children's Council of San Francisco




Laurel Kloomok
Executive Director



Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Virginia Dario Elizondo
Deputy City Attorney

Old Appendix B

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco's Preschool for All program activities.

The PFA preschool site will enter into a Fiscal Agreement with Grantee detailing the annual child reimbursement. Child reimbursement is calculated for every 4-year-old San Francisco resident based on the following:

- Education level of the lead teacher classroom teacher;
- Number of 4-year-old children in the classroom;
- Identifying the type and amount of child-care subsidy for 4-year-old in the classroom.

First 5 will calculate reimbursement for each PFA child and forward to Children's Council for payment to the PFA preschool site for all participating children. Children's Council will track and reconcile payments on a quarterly basis, for preschool centers and monthly for family child care providers, and provide First 5 San Francisco with monthly accounts payable reports by the 10th of each month. While the number of payments/transactions may vary monthly, an average of 50 transactions per month is anticipated.

Family Child care Homes shall receive payment from Children's Council no later than the 15th of each month for the preceding month per child reimbursement; and center-based programs shall receive quarterly payments from Children's Council on or before the 30th of the month based on the following schedule:

CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE

	Q1/Advance	Q2 Provider	Q3 Provider	Q4 Provider
Received by:	Provider Payment	Provider Payment	Provider Payment	Provider Payment
Provider no. later than:	August 31	December 31	March 31	June 30

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

Children's Council PFA Budget
2012-13 through 2014-15

	2012-13 ORIGINAL BUDGET	2012-13 REVISED BUDGET	2013-14* PROPOSED BUDGET	2014-15* PROPOSED BUDGET
PERSONNEL				
Subsidy Payment Manager	\$19,912	\$19,912	\$20,000	\$20,000
I/T Specialist	\$20,844	\$20,844	\$21,000	\$21,000
SUBTOTAL:	\$40,756	\$40,756	\$41,000	\$41,000
FRINGE BENEFITS				
Health Benefits	\$12,018	\$12,018	\$13,000	\$13,000
SUBTOTAL:	\$12,018	\$12,018	\$13,000	\$13,000
PROFESSIONAL SERVICES				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
SUBCONTRACTS				
PFA Providers	\$8,950,000	\$10,780,000	\$13,548,000	\$13,548,000
Training and Technical Assistance	\$875,000	\$875,000	\$875,000	\$875,000
SUBTOTAL:	\$9,825,000	\$11,655,000	\$14,423,000	\$14,423,000
PROGRAM MATERIALS				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
OTHER PROGRAM EXPENSES				
Office Support (software and share supplies)	\$1,300	\$1,300	\$1,500	\$1,500
Bank/payroll Fees	\$900	\$900	\$1,000	\$1,000
Staff Training & Conferences	\$200	\$200	\$500	\$500
SUBTOTAL:	\$2,400	\$2,400	\$3,000	\$3,000
ADMINISTRATIVE COSTS				
Audit	\$600	\$600	\$600	\$600
Insurance	\$425	\$425	\$450	\$450
Admin Postage & Reproduction	\$800	\$800	\$800	\$800
Rent and Utilities	\$9,000	\$9,000	\$9,000	\$9,000
Telephone	\$700	\$700	\$700	\$700
Admin Staff Salaries & Benefits	\$8,301	\$8,301	\$8,450	\$8,450
SUBTOTAL:	\$19,826	\$19,826	\$20,000	\$20,000
TOTAL BUDGET REQUEST:	\$9,900,000	\$11,730,000	\$14,500,000	\$14,500,000

* Proposed line item budget allocations for 2013-14 and 2014-15 are subject to change pending annual negotiations. Total expenditures for three years should not exceed \$40,730,000.

Children's Council Statement of Work for First 5 SF3C/R&R Funding

Desired Outcome:

- More San Francisco families, especially in under-served communities, will have access to high-quality preschool for their children.

Objectives:

- To increase the capacity of SF3C and Resource and Referral teams to effectively respond to the additional service demand created by Preschool Plus.
- To provide dedicated staff time in Children's Council's SF3C, R&R, and Subsidy programs, to engage parents around the benefits of preschool and quality early education.

Activities and Deliverables:

Improve available information and efficiency with which it is shared with local families in support of their search for viable care options and preschool enrollment decisions.

- Professional development for SF3C, R&R, and Subsidy staff (provided by internal, First 5, and other professionals):
 - Participate in quarterly, cross-agency Preschool Access Workgroup to increase the scope of staff knowledge about enrollment financing in general (all subsidies, scholarships, eligibility, availability, etc.); and facilitate more efficient referrals of families for assistance between agencies.
 - In better fielding parent questions around funding for preschool enrollment in general;
 - Engaging parents in conversations about the benefits of regular preschool attendance.
- Provide a wide range of information on preschool enrollment financing in general; the benefits of preschool, and the features of quality care to the child care referral section of the Children's Council web site.
- Support First 5 in developing and creating family-friendly materials for PFA.

Improving the efficiency and efficacy of PreschoolPlus program enrollment

- Schedule 3x annual PreschoolPlus admin meetings between F5SF and SF3C staff to:
 - Identify and address PreschoolPlus "pull" and certification procedural issues; clarify policies; create efficiencies to increase access to preschool by low-income families
 - Form written agreements about communication between parents, providers, and agencies to effect consistency and clarity of distributed PreschoolPlus information.
 - Review enrollment data and consider program effectiveness
- Add one Cantonese-Speaking Need & Eligibility Specialist to meet family demands for services and training needs of PreschoolPlus childcare providers.
- Allocate increased IT time to data demands created by PFA and Preschool Plus.
- Incorporate messaging around the importance of quality early education and information on PreschoolPlus into trainings provided to FRCs around the SF3C data base and parent registration process.
- Conduct site visits to a minimum of five PFA sites throughout the program year, with focus on PreschoolPlus providers to establish collaborative relationships.

New Appendix B

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco's Preschool for All program activities.

The PFA preschool site will enter into a Fiscal Agreement with Grantee detailing the annual child reimbursement. Child reimbursement is calculated for every 4-year-old San Francisco resident based on the following:

- Education level of the lead teacher classroom teacher;
- Number of 4-year-old children in the classroom;
- Identifying the type and amount of child-care subsidy for 4-year-old in the classroom.

First 5 will calculate reimbursement for each PFA child and forward to Children's Council for payment to the PFA preschool site for all participating children. Children's Council will track and reconcile payments on a quarterly basis, for preschool centers and monthly for family child care providers, and provide First 5 San Francisco with monthly accounts payable reports by the 10th of each month. While the number of payments/transactions may vary monthly, an average of 50 transactions per month is anticipated.

Family Child care Homes shall receive payment from Children's Council no later than the 15th of each month for the preceding month per child reimbursement; and center-based programs shall receive quarterly payments from Children's Council on or before the 30th of the month based on the following schedule:

CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE

Received by Provider no. later than:	Q1/Advance Provider Payment	Q2 Provider Payment	Q3 Provider Payment	Q4 Provider Payment
	August 31	December 31	March 31	June 30

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

PERSONNEL							
	Name	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total Salary
Case Management	Mona Malan	Oversees Provider Reimbursement	0.25	\$19,912.00	\$0.00	\$0.00	\$19,912.00
Specialist	Stephanie Nelson	Processes Provider Reimbursement	0.50	\$20,844.00	\$0.00	\$0.00	\$20,844.00
Case Manager	Eileen Sugai	Oversees SF3C Program	0.10	\$6,882.00	\$0.00	\$0.00	\$6,882.00
Case and Eligibility Specialist	Lily Ma-Huang	Manages lists for SF3C	1.00	\$44,177.00	\$0.00	\$0.00	\$44,177.00
Database Programmer	Muktar Buksh	Improves Database	0.15	\$9,756.00	\$0.00	\$0.00	\$9,756.00
TOTAL PERSONNEL				\$101,571.00			

FRINGE BENEFITS							
Benefit Name	Calculations	Salary	%	Request	Other - Cash	Other - In-Kind	Total
Health Benefits	29.487% of total salaries	\$101,571.00	0.29	\$29,950	\$0.00	\$0.00	\$29,950.24
				\$0			\$0.00
TOTAL FRINGE BENEFITS				\$29,950			

PROFESSIONAL SERVICES							
	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total	
TOTAL PROFESSIONAL SERVICES				\$0.00			

SUBCONTRACTS							
Agency	Function	Calculation	Program Costs	Admin Costs	Request	Other - Cash	Other - In-Kind Total
Health Providers	Monthly Reimb.	2,500 x \$5,000 p/child	\$12,500,000.00		\$12,500,000.00		\$12,500,000.00
Planning and Technical Assistance	Monthly Reimb.		\$1,825,000.00		\$1,825,000.00		\$1,825,000.00
					\$0.00		\$0.00
TOTAL SUBCONTRACTS				\$14,325,000.00			

PROGRAM MATERIALS							
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total		
TOTAL PROGRAM MATERIALS				\$0.00			

OTHER PROGRAM EXPENSES							
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total		
IT Support (software and share licenses)	\$141.67 x 12 months or as needed	\$1,700			\$1,700.00		
Bank/Payroll Fees	\$75.00 x 12 months or as needed	\$900			\$900.00		
Professional Training & Conferences		\$800			\$800.00		
TOTAL OTHER PROGRAM EXPENSES				\$3,400			

ADMINISTRATIVE COSTS							
Cost Name	Calculations	Request	Other - Cash	Other - In-Kind	Total		
Printing	\$50.00 x 12 months or as needed	\$600			\$600.00		
Telephone	\$35.42 x 12 months or as needed	\$425			\$425.00		
Mail Postage & Reproduction	\$166.67 x 12 months or as needed	\$2,000			\$2,000.00		
Electricity and Utilities	\$1500 x 12 months or as needed	\$18,000			\$18,000.00		
Telephone	\$58.33 x 12 months or as needed	\$700			\$700.00		
Administrative Staff Salaries & Benefits	salaries=\$ 14174 and fringes = \$14174 x 29.487% =4180	\$18,354			\$18,354.00		
TOTAL ADMINISTRATIVE COSTS				\$40,079			

TOTAL BUDGET REQUESTED: \$14,500,000

Children's Council of San Francisco- FCCQN Training
2013-14 BUDGET - CMS FORM 4

PERSONNEL							
Title	Name	Function	FTE	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total
Provider Support Programs Manager	Jessica Boehme	To plan and coordinate program, deliver trainings, arrange for logistics.	0.30	\$7,920.00			\$7,920.00
FCCQN Manager	Dawn Perry	To oversee FCCQN Consultants, evaluate professional development plans, visit other sites to evaluate competencies	0.20	\$4,836.00			\$4,836.00
Child Development Specialist	Ruth Rodriguez	To coordinate QRIS Orientation, develop curriculum, deliver training in Spanish, and enter provisional assessments	0.18	\$2,205.00			\$2,205.00
TOTAL PERSONNEL				\$14,960.00			
FRINGE BENEFITS							
Benefit Name	Calculations	Salary (Benefit Amt)	%	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total
Total Benefits	14960*30.6%	\$4,578.00	100%	\$4,578.00			\$4,578.00
TOTAL FRINGE BENEFITS				\$4,578.00			
PROFESSIONAL SERVICES							
Title	Function	FTE	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total	
Horizons in Learning	To lead 3- day retreat and individualized coaching sessions		\$10,400.00			\$10,400.00	
CLASS Training for FCCQN Consultants	pre-K and Toddler, \$7000 each		\$14,000.00			\$14,000.00	
Consultant	Lead CLASS and DRDP trainings		\$10,800.00			\$10,800.00	
TOTAL PROFESSIONAL SERVICES				\$35,200.00			
SUBCONTRACTS							
Agency	Function	Calculation	Program Costs	Admin Costs	2013-14 Request	Other - Cash	Other - In-Kind Total
None					\$0.00		\$0.00
TOTAL SUBCONTRACTS				\$0.00			
PROGRAM MATERIALS							
Expense	Calculations	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total		
Materials for Retreat		\$585.00			\$585.00		
Copying and printing	\$300/month for training support materials, \$100 for misc program copying	\$1,000.00			\$1,000.00		
Program Supplies	misc program supplies including binders, paper, pens, etc. as needed	\$574.00			\$574.00		
Postage	200 providers, 3 mailings @ 0.46 each+ \$50/misc postage	\$326.00			\$326.00		
TOTAL PROGRAM MATERIALS				\$2,485.00			
OTHER PROGRAM EXPENSES							
Expense	Calculations	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total		
Coaching for Success Webinars	12-session monthly Webinars	\$1,995.00			\$1,995.00		
Travel and lodging for consultants	2 consultants * (500 airfare+3 nights hotel @ 100+ food, mileage, and parking @200)	\$2,000.00			\$2,000.00		
Logistics for Retreat	3 days, 350/day for room 15 participants 20/ day food, 50 day for parking	\$2,100.00			\$2,100.00		
Travel for site visits	2 staff, one trip to LA, one to another location. 350/light, 150/day for food and lodging, 50/day for car rental, 100/person for misc travel expenses including parking. 2 nights in LA, 3 nights in other location.	\$3,800.00			\$3,800.00		
Monthly QRIS Orientation	Oct-Dec, 3 languages, coffee, food and materials 100/each session	\$900.00			\$900.00		
TOTAL OTHER PROGRAM EXPENSES				\$10,795.00			
ADMINISTRATIVE COSTS							
Cost Name	Calculations	2013-14 Request	Other - Cash	Other - In-Kind	2013-14 Total		
Salaries and Benefits	Supervision and % of overall organizational admin @ 4652 with 30.6%	\$6,075.00			\$6,075.00		
Audit	% of total audit fee budget	\$325.00			\$325.00		
Legal	% of total legal fee budget	\$210.00			\$210.00		

Children's Council of San Francisco- FCCQN Training
2013-14 BUDGET - CMS FORM 4

TOTAL ADMINISTRATIVE COSTS	\$6,610.00
TOTAL BUDGET REQUESTED:	\$74,628.00

Children's Council of San Francisco- FCCQN Training
2013-2014 BUDGET NARRATIVE

PERSONNEL	PERSONNEL NARRATIVE
Title	
Provider Support Programs Manager	Planning of program. Coordinate retreat, meetings, consultants and trainings. Deliver QRIS trainings.
FCCQN Manager	To oversee FCCQN Consultants, evaluate professional development plans, visit other sites to evaluate competencies
Child Development Specialist	To coordinate QRIS Orientation, develop curriculum, deliver training in Spanish, and enter provisional assessments

FRINGE BENEFITS	FRINGE BENEFITS NARRATIVE
Benefit Name	
Total Benefits	FICA at 8% Unemployment (SU) at 1% Workers' Comp at 3.5% 401K Retirement at 1% Medical at 17.1%.

PROFESSIONAL SERVICES	PROFESSIONAL SERVICES NARRATIVE
Title	
Horizons in Learning	3 day retreat with 2 consultants, 40- 1 hour individualized coaching sessions
CLASS Training for FCCQN Consultants	On-site CLASS training for Pre-k and Toddler. Offered to others in the region as room allows.
Consultant	Lead DRDP and CLASS trainings, once a month, 3 languages, 6 hours each, at \$100/hour

SUBCONTRACTS	SUBCONTRACTS NARRATIVE
Agency	
None	

PROGRAM MATERIALS	PROGRAM MATERIALS NARRATIVE
Expense	
Materials for Retreat	Books and other materials purchased through Horizons in Learning.
Copying and printing	Printing and copying materials for trainings and other needs.
Program Supplies	Misc office and program supplies including binders, flip charts, pens, etc. for retreats and trainings.
Postage	Mailings to providers regarding trainings and other information. Other postage as needed for program management.

OTHER PROGRAM EXPENSES	OTHER PROGRAM EXPENSES NARRATIVE
Expense	
Coaching for Success Webinars	Monthly webinars provided by Horizons in Learning.
Travel and lodging for consultants	Airfare= 500, 3 nights hotel= 100/each. Food, mileage, parking=200
Logistics for Retreat	Site rental, food, parking
Travel for site visits	airfare to LA and another location, lodging and food, rental car, parking, and misc travel expenses.
Monthly QRIS Orientation	Food, coffee, and other materials for Monthly QRIS Orientation- 3 months, 3 languages for a total of 9 sessions.

ADMINISTRATIVE COSTS	ADMINISTRATIVE COSTS NARRATIVE
Cost Name	
Salaries and Benefits	
Audit	
Legal	

**Children's Council of San Francisco- FCCQN Training
2013-2014 BUDGET NARRATIVE**



First 5 San Francisco Scope of Work Narrative

Please provide a narrative description of the services your agency will implement as its scope of work for this grant. The narrative should include a project description and the project's goals. The narrative should include a detailed description of each of the project's individual services.

In addition to the project description and services described on this form, all grantees are expected to participate in First 5 San Francisco evaluation activities. Additionally, agencies will implement the administrative, operational and oversight functions needed to support the services described.

In the space below the heading "Project Description and Goals", provide a general description of the project that will be implemented with funds of this grant. The general description should provide an individual with no prior knowledge of the project a good understanding of the project. Please include the specific goals and objectives from the RFP/Q in this description.

In the space below the heading "Project Activities", provide a detailed description of each activity/service that will be implemented with grant funds. The project narrative of your funding application may be a useful resource to complete this section. The description of each activity/service may include:

- description of what will be done
- describe when and how often the service will occur
- describe who will be served
- describe the staff responsible for implementation and/or partners involved
- describe where the service will be offered
- describe when in the grant term the activity will start and any start-up needed

You may choose to include or may be asked to include additional information to provide a fuller understanding of the service.

**First 5 San Francisco
Scope of Work Narrative**

Agency: Children's Council of San Francisco	Grant Year: 2013/14
Project/Initiative: FCCQN Capacity Building	

Project Description and Goals

Increase the capacity of the Family Child Care Quality Network staff to provide relevant and efficacious support and technical assistance and for participants in the Network to increase their program effectiveness and quality, in alignment with the California Race to the Top Quality Continuum Framework.

Goals:

1. Provide immediate assistance to FCCQN Quality Consultants in coaching skills, while assessing long-term training and support needs to increase Consultant and program capacity.
2. Provide foundational training to FCCQN Quality Consultants in competencies for effective technical assistance, and to FCCQN supervisors in supporting staff learning.
3. Provide introductory training for the majority of FCCQN participants, and more intensive follow-up to 30-50% of participants in foundational knowledge around DRDP and CLASS tools.
4. Define FCCQN standards for Quality Consultant competencies.
5. Develop a baseline and assess training needs for FCCQN Quality Consultants in relation to the defined Competencies, and create training, supports, and staffing plans to achieve these.
6. Develop a baseline and assess training needs for FCCQN participants' capacities as defined by the RTT Quality Continuum Framework.
7. Develop plans for expanded training and professional development for FCCQN participants based on the assessments and learning experiences of the initial Work Plan period.

Project Activities

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline dates
Service 1: Skill building activities in foundations of coaching and reflective practice for quality consultants.	Phone sessions monthly webinars, 1-2 day training.	9 Quality consultants and 2 managers	Horizons in Learning, SFFCCQN managers	Fall retreat via Webinar and at Children's Council of SF &/or other off-site venue.	Activities to be completed in July-December 31, 2013
Coaching for Success Webinar	4 sessions to be held monthly	9 Quality consultants and 2 managers	SFFCCQN managers	Children's Council of SF	Activities to be completed by December 31, 2013
Individualized coaching for leadership team and managers	2 sessions per person each month = total of 88 sessions	Managers and consultants	Horizons in Learning, SFFCCQN managers	Children's Council of SF and Wu Yee	Activities to be completed by December 31, 2013
Fall Retreat focused on: Conscious Coaching, Leadership training and transition	3 days	9 Quality consultants and 3 managers	Horizons in Learning, SFFCCQN managers	Off site venue	By October 2013
CLASS Training by Teachstone for Pre-K and Toddler Tools	2 days each	9 Quality consultants and 2 managers and other trainers tbd	SFFCCQN Managers and Training Manager	Children's Council of SF and or Wu Yee	By March 2014 *To be contracted with Teachstone by November
Service 2: Engage in activities to identify and articulate additional Quality Consultant Competencies. The result of these activities is are draft documents identifying Competencies and Skills of Quality Consultants.	2 site visits 1 day for review of Pathway document 1 day for review of TA standards	9 Quality consultants	SFFCCQN managers	Children's Council of SF and Wu Yee	Activities to be completed in July-December 2013
Site visits to effective FCC Quality Networks	Two visits (one in LA, CA)	FCCQN Manager and Wu Yee Manager	SFFCCQN managers, Identified Effective Network Organizations	Off site to be identified	Activities to be completed in November 2013.
Review QRIS pathway components and national QRIS TA standards for FCC TA providers.	4 days research, review and recommendations	SFFCCQN managers.	SFFCCQN managers.	Children's Council, Wu Yee	Activities to be completed by October 2013
Service 3: FCCQN will finalize Quality Consultant	1 day planning	Up to 30 Stakeholders	FCCQN Manager, Wu	Children's Council, Wu Yee	September-December

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline dates
Competencies and create a system for assessment of staff.	session, with follow-up		Yee Manager, Children's Council Deputy Director		2013
Service 4: Assessment of Quality Consultants/ training and professional development needs according to Competencies	Initially once and reassessment semi-annually	9 Quality consultants	FCCQN Manager, Wu Yee Manager, Quality Consultants	Children's Council, Wu Yee	September-December 2013
Service 5: Service 5: Engage in activities to aid in development of competencies of Network members as identified in QRIS matrix	Multiple formats (see below)	100-200 Network providers	FCCQN Manager, Wu Yee Manager, Children's Council Training Manager	Children's Council, Wu Yee, other training venues as appropriate	October 2013-December 2013
CLASS training for members who are not in CARES Plus.	6 hrs of classes each month for 3 months in 3 languages (English, Spanish, and Cantonese) for a total of 54 hours of instruction.	90% Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and off-site as needed	October 2013-December 2013
DRDP Training for Network Members	6 hrs of classes each month for 3 months in 3 languages (English, Spanish, and Cantonese) for a total of 54 hours of instruction.	90% Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and off-site as needed	October 2013-December 2013
QRIS Orientation for Network Members	1 orientation each month, for 3 months, in 3 languages (English, Spanish, Cantonese) for a total of 9 orientations	90% of Network Providers	Training Manager, FCCQN Manager, and Wu Yee Manager	Children's Council, Wu Yee and offsite as needed	October 2013-December 2013

Description of Service & Activities	Duration (when and how often)	Target Population	Responsible staff/ Partners	Location of Service/ Activities	Timeline dates
Service 6: Systematic Assessment of Network Member professional development and training needs according to ORIS matrix.	Initially conducted, updated and reviewed annually. Estimated 1 hour x 210 providers = 210 hours.	90% of Network members	FCCQN Manager, Wu Yee Manager, Quality Consultants	Children's Council, Wu Yee, Network Member, FCC sites	September - December 2013
Service 7: Develop Phase II Logic Model, PD Pathways Framework and proposed budget plan describing future implementation of training and professional development plans for Quality Consultants and Network Members.	Meeting and work sessions as needed.	5-10 program management and staff leaders	FCCQN Manager, Wu Yee Manager, Children's Council Deputy Director	Children's Council, Wu Yee, other meeting venues as appropriate.	September - December 2013

First 5 San Francisco Performance Measures Form 2013-2014

Agency/Program Name: Children's Council of San Francisco/Family Child Care Quality Network

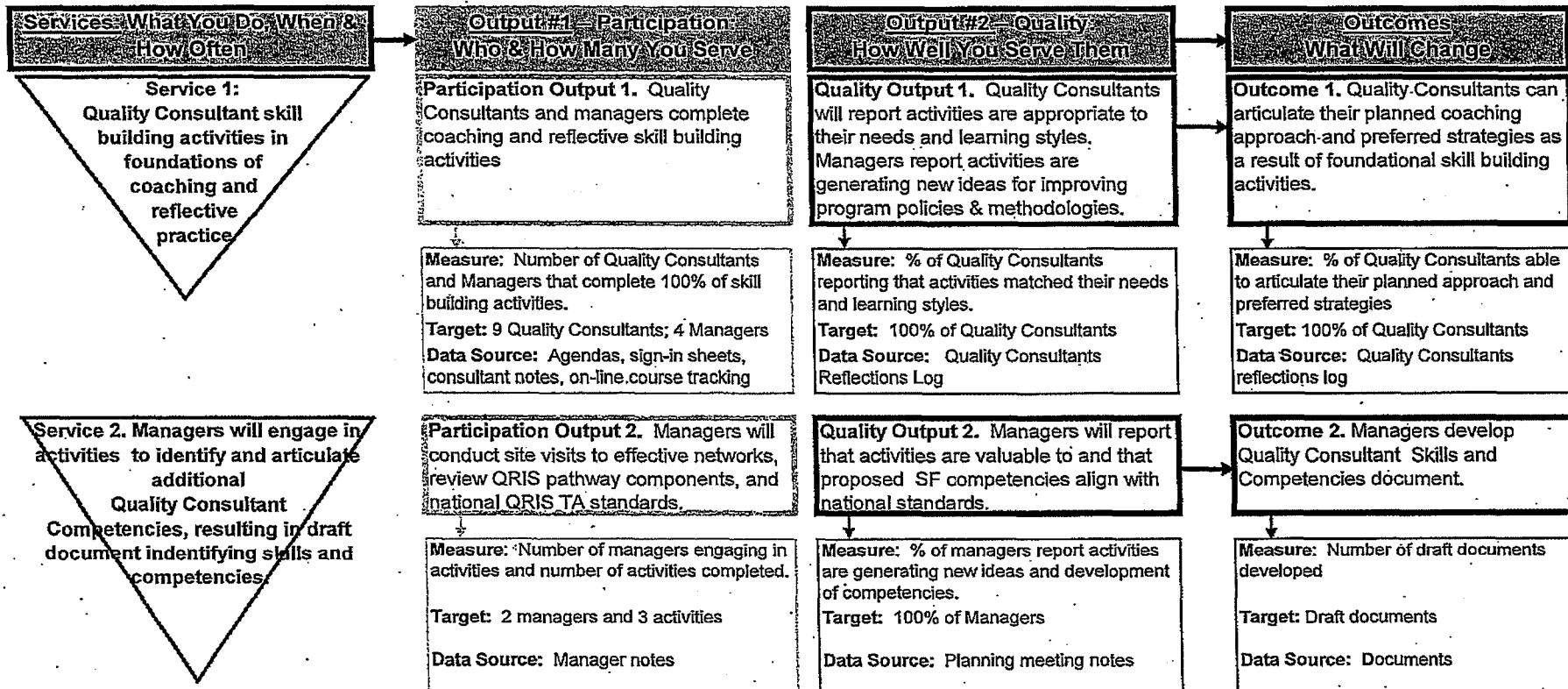
Service 1: Skill building activities in foundations of coaching and reflective practice for quality consultants.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of Coaching for Success Webinars	1	3			4	Report number of completed webinars	Training Logs
Number of coaches and managers who complete webinar series		11			11	Report number of individual completing 75% of series sessions	Sign in sheets
Number of completed coaching sessions with individuals	16	24			40	Report number of unduplicated coaching sessions completed.	Training Logs
Retreat implemented and attended by coaches and managers		1			1	Enter retreat completion.	Training Logs
% of consultants and managers who report that activities increased coaching efficacy in identified areas.		11			11	Enter survey results	survey compilation
Service 2: Engage in activities to identify and articulate additional Quality Consultant Competencies. The result of these activities is are draft documents identifying Competencies and Skills of Quality Consultants.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of sites identified for benchmarking	2				2	Report number of benchmarking site visits arranged	Correspondence
Visits Completed by FCCQN staff		2			2	Report number of benchmarking visits completed	Visit reports
Draft documents completed		1			1	Report draft document completion	document
Service 3: FCCQN will finalize Quality Consultant Competencies and create a system for assessment of staff.							CMS Activity Set-up
Performance Measures	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of stakeholders who review draft document		30			30	Enter number of stakeholders providing input	Input logs
Assessment System is created based on revised document		1			1	Enter completion of system	Assessment forms
Final Document of Consultant Competencies and Knowledge is created		1			1	Report final document completion	final document
Service 4: Assessment of Quality Consultants' training and professional development needs according to Competencies							CMS Activity Set-up

LOGIC MODEL AND EVALUATION PLAN - PLANNING PERIOD

Name of Agency: Children's Council of San Francisco

First 5 San Francisco Strategic Plan Goal: Providers have the knowledge, skills, and motivation to continuously improve and enhance the quality of early education settings.

Project Goal Statement - To provide targeted training opportunities to Family Child Care Quality Network participants and enable FCCQN Consultants to support providers in accessing and using these learning opportunities.



Service 3. FCCQN will finalize Quality Consultant Competencies and create a system for assessment of staff.

Participation Output 3. Managers will share early draft of Quality Consultant Competencies with consultants, partners, and funders for feedback.

Measure: Number of stakeholders provided opportunity for feedback
Target: 30 Stakeholders
Data Source: Feedback Notes

Quality Output 3. Managers will refine competencies document based on stakeholder feedback.

Measure: Number of revised documents developed
Target: 2 revised documents
Data Source: Revised documents

Outcome 3. FCCQN will finalize Quality Consultant Competencies and will develop supporting materials for assessment.

Measure: Number of final documents and supporting materials developed
Target: 1 final documents and 1 supporting materials for assessment
Data Source: Final documents and materials

Service 4. Assessment of Quality Consultants' training and professional development needs according to Competencies

Participation Output 4. Quality Consultants assessed for further training/professional development needs according to Competencies.

Measure: Number of Quality Consultants assessed
Target: 9 Quality Consultants
Data Source: Assessments

Quality Output 4. Assessments will be conducted in a high-quality respectful manner and will produce relevant information.

Measure: % of Quality Consultants reporting that assessments were conducted with quality and respect
Target: 100% of Quality Consultants
Data Source: Quality Consultant Interviews

Outcome 4. Assessments will support the development of individual and group training plans for Quality Consultants' ongoing professional development.

Measure: Number of individual and group training plans developed for Quality Consultants
Target: 9 Individual Professional Development Plans and 1 Group Training Plan
Data Source: Training/professional development plans

Service 5. Engage in activities to aid in development of competencies of Network members as identified in QRIS matrix

Participation Output 5. Network members engage in activities based on need for CLASS, DRDP training and QRIS orientation.

Measure: Number of network members engaging in activities and number of activities completed.
Target: 200 network members and over 27 training activities
Data Source: Participation logs

Quality Output 5. Network members report that activities matched their needs and learning styles.

Measure: % of Network members report that activities matched their needs and learning styles
Target: 100% of Network members
Data Source: Satisfaction survey

Outcome 5. % of Network members report activities are improving program practices and development of competencies.

Measure: Number of network members showing improvement on QIP or increased use of QRIS tools
Target: 50% of Network Members
Data Source: Wels

First 5 San Francisco Performance Measures Form 2013-2014

Agency/Program Name: Children's Council of San Francisco/Family Child Care Quality Network

	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of quality consultants who complete assessment		9			9	Enter number of consultants assessed	assessment tool
Number of staff development plans created		9			9	Enter number of plans completed	plans
Summary report completed on consultant PD needs		1			1	Report final document completed	report

Service 5: Engage in activities to aid in development of competencies of Network members as identified in QRIS matrix

CMS Activity Set-up

	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of DRDP training conducted in multiple languages	3	6			9		
Number of CLASS training conducted in multiple languages	3	6			9		
Number of QRIS training conducted in multiple languages	3	6			9		
Number of participants who attend DRDP training	60	100			160		
Number of participants who attend QRIS training	60	120			180		
Number of participants who attend CLASS training	45	60			105		
Number of children impacted by improved teacher efficacy							

Service 6. Systematic Assessment of Network Member professional development and training needs according to QRIS matrix

CMS Activity Set-up

	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Number of provisional assessments completed	30	190			220	Report number of QRIS provisional assessments completed	Wels
Number of meetings held to complete assessments	2	7			9	Report number of meetings with consultants held to complete assessments	

Service: Service 7. Develop Phase II Logic Model, PD Pathways Framework and proposed budget plan describing future implementation of training and professional development plans for Quality Consultants and Network Members.

CMS Activity Set-up

	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
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First 5 San Francisco Performance Measures Form 2013-2014

Agency/Program Name: Children's Council of San Francisco/Family Child Care Quality Network

Number of meetings held to complete model, framework and budget plan		8			8	Enter number of meetings held	meeting logs and notes
Enter number of events where draft plan is completed and shared with stakeholders		2			2	Enter number of meetings held	meeting logs and notes
Final products developed: Logic model, PD pathways framework for FCCQN and budget		3			3	Enter number of products developed	products
Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source
							outreach flyer
							outreach flyer
Service:							CMS Activity Set-up
	Q1	Q2	Q3	Q4	Annual	Reporting Instructions	Data Source

**City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2013**, in San Francisco, California, by and between **Children's Council of San Francisco** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by the First Amendment dated **March 11, 2013**.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section Appendix B. Section **Appendix B – Definition of Grant Plan** of the Agreement currently reads as follows:

See attached OLD Appendix B.

Such section is hereby amended in its entirety to read as follows:

See attached NEW Appendix B

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

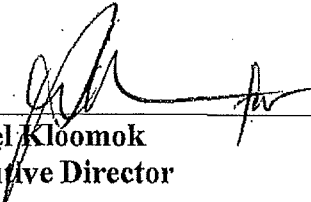
IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE

Recommended by:

Children's Council of San Francisco



Laurel Kloomok
Executive Director

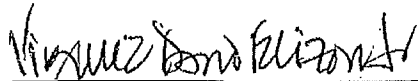


Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Virginia Dario Elizondo
Deputy City Attorney

Old Appendix B

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco's Preschool for All program activities.

The PFA preschool site will enter into a Fiscal Agreement with Grantee detailing the annual child reimbursement. Child reimbursement is calculated for every 4-year-old San Francisco resident based on the following:

- Education level of the lead teacher classroom teacher;
- Number of 4-year-old children in the classroom;
- Identifying the type and amount of child-care subsidy for 4-year-old in the classroom.

First 5 will calculate reimbursement for each PFA child and forward to Children's Council for payment to the PFA preschool site for all participating children. Children's Council will track and reconcile payments on a quarterly basis, for preschool centers and monthly for family child care providers, and provide First 5 San Francisco with monthly accounts payable reports by the 10th of each month. While the number of payments/transactions may vary monthly, an average of 50 transactions per month is anticipated.

Family Child care Homes shall receive payment from Children's Council no later than the 15th of each month for the preceding month per child reimbursement; and center-based programs shall receive quarterly payments from Children's Council on or before the 30th of the month based on the following schedule:

CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE

Received by Provider no later than:	Q1/Advance Provider Payment	Q2 Provider Payment	Q3 Provider Payment	Q4 Provider Payment
	August 31	December 31	March 31	June 30

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

Children's Council PFA Budget
2012-13 through 2014-15

	2012-13 ORIGINAL BUDGET	2012-13 REVISED BUDGET	2013-14* PROPOSED BUDGET	2014-15* PROPOSED BUDGET
PERSONNEL				
Subsidy Payment Manager	\$19,912	\$19,912	\$20,000	\$20,000
I/T Specialist	\$20,844	\$20,844	\$21,000	\$21,000
SUBTOTAL:	\$40,756	\$40,756	\$41,000	\$41,000
FRINGE BENEFITS				
Health Benefits	\$12,018	\$12,018	\$13,000	\$13,000
SUBTOTAL:	\$12,018	\$12,018	\$13,000	\$13,000
PROFESSIONAL SERVICES				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
SUBCONTRACTS				
PFA Providers	\$8,950,000	\$10,780,000	\$13,548,000	\$13,548,000
Training and Technical Assistance	\$875,000	\$875,000	\$875,000	\$875,000
SUBTOTAL:	\$9,825,000	\$11,655,000	\$14,423,000	\$14,423,000
PROGRAM MATERIALS				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
OTHER PROGRAM EXPENSES				
Office Support (software and share supplies)	\$1,300	\$1,300	\$1,500	\$1,500
Bank/payroll Fees	\$900	\$900	\$1,000	\$1,000
Staff Training & Conferences	\$200	\$200	\$500	\$500
SUBTOTAL:	\$2,400	\$2,400	\$3,000	\$3,000
ADMINISTRATIVE COSTS				
Audit	\$600	\$600	\$600	\$600
Insurance	\$425	\$425	\$450	\$450
Admin Postage & Reproduction	\$800	\$800	\$800	\$800
Rent and Utilities	\$9,000	\$9,000	\$9,000	\$9,000
Telephone	\$700	\$700	\$700	\$700
Admin Staff Salaries & Benefits	\$8,301	\$8,301	\$8,450	\$8,450
SUBTOTAL:	\$19,826	\$19,826	\$20,000	\$20,000
TOTAL BUDGET REQUEST:	\$9,900,000	\$11,730,000	\$14,500,000	\$14,500,000

* Proposed line item budget allocations for 2013-14 and 2014-15 are subject to change pending annual negotiations. Total expenditures for three years should not exceed \$40,730,000.

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PERSONNEL							
Title	Name	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total Salary
Subsidy Payment Manager	Mona Malen	Oversees Provider Reimbursement	0.25	\$19,912.00	\$0.00	\$0.00	\$19,912.00
IT Specialist	Stephanie Nelson	Processes Provider Reimbursement	0.50	\$20,844.00	\$0.00	\$0.00	\$20,844.00
SF3C Manager	Eileen Sugai	Oversees SF3C Program	0.10	\$6,882.00	\$0.00	\$0.00	\$6,882.00
Need and Eligibility Specialist	Lily Ma-Huang	Manages lists for SF3C	1.00	\$44,177.00	\$0.00	\$0.00	\$44,177.00
Database Programmer	Muktar Buksh	Improves Database	0.15	\$9,756.00	\$0.00	\$0.00	\$9,756.00
TOTAL PERSONNEL				\$101,571.00			

FRINGE BENEFITS							
Benefit Name	Calculations	Salary	%	Request	Other - Cash	Other - In-Kind	Total
Health Benefits	29.487% of total salaries	\$101,571.00	0.29	\$29,950	\$0.00	\$0.00	\$29,950.24
				\$0			\$0.00
TOTAL FRINGE BENEFITS				\$29,950			

PROFESSIONAL SERVICES							
Title	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total	
						\$0.00	
TOTAL PROFESSIONAL SERVICES				\$0.00			

SUBCONTRACTS							
Agency	Function	Calculation	Program Costs	Admin Costs	Request	Other - Cash	Other - In-Kind Total
PFA Providers	Monthly Reimb.	2,500 x \$5,000 p/child	\$12,500,000.00		\$12,500,000.00		\$12,500,000.00
Training and Technical Assistance	Monthly Reimb.		\$1,500,000.00		\$1,825,000.00		\$1,825,000.00
					\$0.00		\$0.00
TOTAL SUBCONTRACTS				\$14,325,000.00			

PROGRAM MATERIALS							
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total		
					\$0.00		
TOTAL PROGRAM MATERIALS				\$0.00			

OTHER PROGRAM EXPENSES							
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total		
Office Support (software and share supplies)	\$141.67 x 12 months or as needed	\$1,700			\$1,700.00		
Bank/payroll Fees	\$75.00 x 12 months or as needed	\$900			\$900.00		
Staff Training & Conferences		\$800			\$800.00		
					\$0.00		
TOTAL OTHER PROGRAM EXPENSES				\$3,400			

ADMINISTRATIVE COSTS							
Cost Name	Calculations	Request	Other - Cash	Other - In-Kind	Total		
Audit	\$50.00 x 12 months or as needed	\$600			\$600.00		
Insurance	\$35.42 x 12 months or as needed	\$425			\$425.00		
Admin Postage & Reproduction	\$166.67 x 12 months or as needed	\$2,000			\$2,000.00		
Rent and Utilities	\$1500 x 12 months or as needed	\$18,000			\$18,000.00		
Telephone	\$58.33 x 12 months or as needed	\$700			\$700.00		
Admin Staff Salaries & Benefits	salaries=\$ 14174 and fringes = \$14174 x 29.487% =4180	\$18,354			\$18,354.00		
					\$0.00		
TOTAL ADMINISTRATIVE COSTS				\$40,079			

TOTAL BUDGET REQUESTED: \$14,500,000

Children's Council Statement of Work for First 5 SF3C/R&R Funding

Desired Outcome:

- More San Francisco families, especially in under-served communities, will have access to high-quality preschool for their children.

Objectives:

- To increase the capacity of SF3C and Resource and Referral teams to effectively respond to the additional service demand created by Preschool Plus.
- To provide dedicated staff time in Children's Council's SF3C, R&R, and Subsidy programs, to engage parents around the benefits of preschool and quality early education.

Activities and Deliverables:

Improve available information and efficiency with which it is shared with local families in support of their search for viable care options and preschool enrollment decisions.

- Professional development for SF3C, R&R, and Subsidy staff (provided by internal, First 5, and other professionals):
 - Participate in quarterly, cross-agency Preschool Access Workgroup to increase the scope of staff knowledge about enrollment financing in general (all subsidies, scholarships, eligibility, availability, etc.); and facilitate more efficient referrals of families for assistance between agencies.
 - in better fielding parent questions around funding for preschool enrollment in general;
 - engaging parents in conversations about the benefits of regular preschool attendance.
- Provide a wide range of information on preschool enrollment financing in general; the benefits of preschool, and the features of quality care to the child care referral section of the Children's Council web site.
- Support First 5 in developing and creating family-friendly materials for PFA.

Improving the efficiency and efficacy of PreschoolPlus program enrollment

- Schedule 3x annual PreschoolPlus admin meetings between F5SF and SF3C staff to:
 - Identify and address PreschoolPlus "pull" and certification procedural issues; clarify policies; create efficiencies to increase access to preschool by low-income families
 - Form written agreements about communication between parents, providers, and agencies to effect consistency and clarity of distributed PreschoolPlus information.
 - Review enrollment data and consider program effectiveness
- Add one Cantonese-Speaking Need & Eligibility Specialist to meet family demands for services and training needs of PreschoolPlus childcare providers.
- Allocate increased IT time to data demands created by PFA and Preschool Plus.
- Incorporate messaging around the importance of quality early education and information on PreschoolPlus into trainings provided to FRCs around the SF3C data base and parent registration process.
- Conduct site visits to a minimum of five PFA sites throughout the program year, with focus on PreschoolPlus providers to establish collaborative relationships.

**City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **March 11, 2013**, in San Francisco, California, by and between **Children's Council of San Francisco** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by the:

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 3.2. Section **3.2 Duration of Term** of the Agreement currently reads as follows:

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 11:59p.m. San Francisco time on **June 30, 2013**.

Such section is hereby amended in its entirety to read as follows:

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 11:59p.m. San Francisco time on **June 30, 2015**.

b. **Section 5.1. Section 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION NINE HUNDRED THOUSAND** Dollars (**\$9,900,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION SEVEN HUNDRED AND THIRTY THOUSAND** Dollars (**\$11,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,500,000.00**) in the period from **JULY 1, 2013** to **JUNE 30, 2014**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,500,000.00**) in the period from **JULY 1, 2014** to **JUNE 30, 2015**.

Nor shall the amount of Grant Funds disbursed hereunder exceed **FORTY MILLION SEVEN HUNDRED AND THIRTY THOUSAND** Dollars (**\$40,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

c. **Section Appendix B. Section Appendix B – Definition of Grant Plan** of the Agreement currently reads as follows:

See attached OLD Appendix B.

Such section is hereby amended in its entirety to read as follows:

See attached NEW Appendix B

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

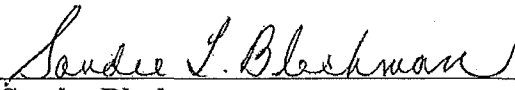
GRANTEE

Recommended by:

Children's Council of San Francisco



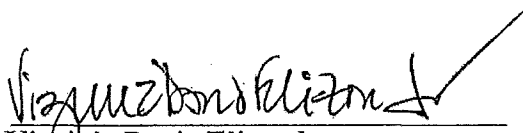
Laurel Kloppok
Executive Director



Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Virginia Dario Elizondo
Deputy City Attorney

Old Appendix B

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco's Preschool for All program activities.

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CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE 2012/13

Received by Provider no later than:	Q1/Advance Provider Payment	Q2 Provider Payment	Q3 Provider Payment	Q4 Provider Payment
	August 30, 2012	December 31, 2012	March 31, 2013	June 30, 2013

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

PERSONNEL								PERSONNEL NARRATIVE
Title	Name	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total Salary	
Subsidy Payment Manager	Mona Malan	Oversees Provider Reimbursement	0.25	\$19,912.00	\$0.00	\$0.00	\$19,912.00	Oversees Provider Reimbursement
IT Specialist	Stephanie Nelson	Processes Provider Reimbursement	0.50	\$20,844.00	\$0.00	\$0.00	\$20,844.00	Processes Provider Reimbursement
							\$0.00	
							\$0.00	
TOTAL PERSONNEL				\$40,756.00				

FRINGE BENEFITS								FRINGE BENEFITS NARRATIVE
Benefit Name	Calculations	Salary	%	Request	Other - Cash	Other - In-Kind	Total	
Health Benefits	29.487% of total salaries	\$40,756.00	0.29	\$12,018	\$0.00	\$0.00	\$12,017.72	
				\$0			\$0.00	
TOTAL FRINGE BENEFITS				\$12,018				

PROFESSIONAL SERVICES								PROFESSIONAL SERVICES NARRATIVE
Title	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total		
						\$0.00		
TOTAL PROFESSIONAL SERVICES				\$0.00				

SUBCONTRACTS								SUBCONTRACTS NARRATIVE	
Agency	Function	Calculation	Program Costs	Admin Costs	Request	Other - Cash	Other - In-Kind	Total	
PFA Providers	Monthly Reimb.	2,200 x \$4,900 p/child	\$10,780,000.00		\$8,950,000.00			\$8,950,000.00	Monthly & Quarterly Reimbursement for PFA Providers (non-SFUSD)
Training and Technical Assistance	Monthly Reimb.		\$875,000.00		\$875,000.00			\$875,000.00	Monthly & Quarterly Trainings & Technical Assistance for PFA Providers (non-SFUSD)
					\$0.00			\$0.00	
TOTAL SUBCONTRACTS					\$9,825,000.00				

PROGRAM MATERIALS								PROGRAM MATERIALS NARRATIVE
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total			
					\$0.00			
					\$0.00			
TOTAL PROGRAM MATERIALS				\$0.00				

OTHER PROGRAM EXPENSES								OTHER PROGRAM EXPENSES NARRATIVE
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total			
Office Support (software and share supplies)	\$108.33 x 12 months or as needed	\$1,300			\$1,300.00		Prorated portion of expenses for general office supplies, paper, pens, folders and soft	
Bank/payroll Fees	\$75.00 x 12 months or as needed	\$900			\$900.00		Prorated portion of bank and payroll fees.	
Staff Training & Conferences		\$200			\$200.00			
					\$0.00			
TOTAL OTHER PROGRAM EXPENSES				\$2,400				

ADMINISTRATIVE COSTS								ADMINISTRATIVE COSTS NARRATIVE
Cost Name	Calculations	Request	Other - Cash	Other - In-Kind	Total			
Audit	\$50.00 x 12 months or as needed	\$600			\$600.00		Annual audit expense accrued monthly	
Insurance	\$35.42 x 12 months or as needed	\$425			\$425.00		prorated portion of expenses to include coverage: general Liability, umbrella and Director & officers insurance	
Admin Postage & Reproduction	\$66.67 x 12 months or as needed	\$800			\$800.00		Prorated portion of expenses for bulk mailing and messenger services, and Printing	
Rent and Utilities	\$750 x 12 months or as needed	\$9,000			\$9,000.00		Prorated portion of expenses office space , water, Electricity, gas and garbage.	
Telephone	\$58.33 x 12 months or as needed	\$700			\$700.00		Prorated portion of expenses for Telephone and internet	
Admin Staff Salaries & Benefits	salaries=\$ 6411 and fringes = \$6411 x 29.487% =1890	\$8,301			\$8,301.00		Prorated Administrative staff salaries and Fringes	
TOTAL ADMINISTRATIVE COSTS				\$19,826				

TOTAL BUDGET REQUESTED: \$9,900,000

New Appendix B

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**Children's Council PFA Budget
2012-13 through 2014-15**

	2012-13 ORIGINAL BUDGET	2012-13 REVISED BUDGET	2013-14* PROPOSED BUDGET	2014-15* PROPOSED BUDGET
PERSONNEL				
Subsidy Payment Manager	\$19,912	\$19,912	\$20,000	\$20,000
I/T Specialist	\$20,844	\$20,844	\$21,000	\$21,000
SUBTOTAL:	\$40,756	\$40,756	\$41,000	\$41,000
FRINGE BENEFITS				
Health Benefits	\$12,018	\$12,018	\$13,000	\$13,000
SUBTOTAL:	\$12,018	\$12,018	\$13,000	\$13,000
PROFESSIONAL SERVICES				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
SUBCONTRACTS				
PFA Providers	\$8,950,000	\$10,780,000	\$13,548,000	\$13,548,000
Training and Technical Assistance	\$875,000	\$875,000	\$875,000	\$875,000
SUBTOTAL:	\$9,825,000	\$11,655,000	\$14,423,000	\$14,423,000
PROGRAM MATERIALS				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
OTHER PROGRAM EXPENSES				
Office Support (software and share supplies)	\$1,300	\$1,300	\$1,500	\$1,500
Bank/payroll Fees	\$900	\$900	\$1,000	\$1,000
Staff Training & Conferences	\$200	\$200	\$500	\$500
SUBTOTAL:	\$2,400	\$2,400	\$3,000	\$3,000
ADMINISTRATIVE COSTS				
Audit	\$600	\$600	\$600	\$600
Insurance	\$425	\$425	\$450	\$450
Admin Postage & Reproduction	\$800	\$800	\$800	\$800
Rent and Utilities	\$9,000	\$9,000	\$9,000	\$9,000
Telephone	\$700	\$700	\$700	\$700
Admin Staff Salaries & Benefits	\$8,301	\$8,301	\$8,450	\$8,450
SUBTOTAL:	\$19,826	\$19,826	\$20,000	\$20,000
TOTAL BUDGET REQUEST:	\$9,900,000	\$11,730,000	\$14,500,000	\$14,500,000

* Proposed line item budget allocations for 2013-14 and 2014-15 are subject to change pending annual negotiations. Total expenditures for three years should not exceed \$40,730,000.

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO CHILDREN AND FAMILIES FIRST COMMISSION**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

CHILDREN'S COUNCIL OF SAN FRANCISCO

THIS GRANT AGREEMENT (this "Agreement") is made this JULY 1, 2012 in the City and County of San Francisco, State of California, by and between **CHILDREN'S COUNCIL OF SAN FRANCISCO** ("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 **PRESCHOOL FOR ALL** grant for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

TO PROVIDE FISCAL SERVICES, 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 **SAN FRANCISCO CHILDREN AND FAMILIES FIRST COMMISSION (DBA FIRST 5 SAN FRANCISCO)**.

(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 Appendix B

or

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

“subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“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 also acknowledges that decisions regarding Proposition 10 Tobacco Tax funds are subject to the sole discretion of the Children and Families First Commission. 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, 2013.**

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 subcontractors 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 NINE MILLION NINE HUNDRED THOUSAND Dollars (\$9,900,000.00) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A 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 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.

5.4 Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

5.5 Advance of Funds. Grantee shall be entitled to an advance payment in an amount not to exceed **\$2,932,500 for JULY, \$2,346,000 for October, \$2,346,000 for January, and \$2,932,500 for April of the current fiscal year.** These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part, by Grantee upon request by Agency or at Agency's sole discretion deducted in whole or in part, by Agency from disbursements rendered to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance payment remain outstanding after June 30, 2013.

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. The Grantee shall furnish the Agency with Quarterly Reports describing its activities under this Grant Agreement and a year-end report in a format to be determined by Agency. Quarterly reports will include, but are not limited to a description of those reports described in Appendix G. Quarterly reports must be received by the Agency by the following dates for the previous calendar quarter: Quarter 1 report due April 30th; Quarter 2 report due July 31; Quarter 3 report due October 31; and Quarter 4 report due January 31.

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.

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 contractor, subcontractor 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 contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor 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.

6.10. Compliance with Monitoring: Fiscal Requirements, Performance Assessment, Program Management and Technical Assistance.

- (a) Through its Board of Directors, the Grantee shall, as determined by Agency, adopt and comply with all standards, specifications and formats related to project evaluation and planning, including, but not limited to the provisions of individual participant information, project information, data statistics, monitoring reports and monthly and/or quarterly activities conducted or authorized by Agency. The Grantee shall maintain accurate and complete records, reports and statistics necessary for the services under this Agreement and to facilitate planning, monitoring, and evaluation by Agency. Appropriate safeguards as determined by Agency shall be established to protect the confidentiality of records and to minimize the possibility of theft, loss or destruction.
- (b) Grantee shall comply with performance and management assessments and related activities conducted and notified to Grantee by the Agency. Such activities which Grantee is required to attend include quarterly meetings and technical assistance workshops held by Agency.
- (c) Grantee agrees to maintain full and complete employee timesheets related to the services under this Agreement.
 - a. The Board of Directors of Grantee through staff, shall be responsible for the proper recording and expenditure of all funds received under the term of the Agreement.

6.11. Online Requirements. Grantee must utilize Agency's online Contract Management System (CMS) and/or subsequent systems to submit funding requests, monthly invoices and all reports. Agency will provide Grantee's executive director with a unique digital signature. The digital signature shall constitute the authorized signature required for all funding requests, invoices and reports from Grantee. The executive director of Grantee may authorize other employees to use his or her digital signature to submit the documents referenced in this Section 6.11. Grantee must take all actions necessary to maintain the security of the digital signature to prevent its unauthorized use. All CMS username/email addresses must add @first5sf.org to the Safe Senders List in their antispam software settings. Agency will provide training and technical assistance to Grantee on how to use the online CMS and activate the digital signature. In order to access the online CMS, Grantee is required to acquire an internet connection with a valid email account with either one of the following browsers: Internet Explorer 6.0 or above or Mozilla Firefox 1.0 or above.

**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 Subcontract 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 Subcontracts. 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 CONTRACT 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.

(d) Fidelity Bond. Grantee shall maintain throughout the term of this contract, at its expense a blanket fidelity bond covering all officers and employees, in an amount not less than 15% of the total contract amount, with any deductible not to exceed \$1,000 including City as additional obligee or loss payee as its interests may appear.

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.

10.8 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 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.

11.3 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 contracts, 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 contracts, shall be open to inspection immediately after a contract 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 contract or other benefit until and unless that person or organization is awarded the contract 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.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within **60** days after the end of **the Grantee's fiscal year** provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract 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 Subcontracting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract 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 subcontract or delegate the whole of the Grant Plan. Grantee may subcontract 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 subcontracted 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 Subcontract.** Each subcontract 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 subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract 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 subcontract 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 CONTRACTOR STATUS**

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor 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: **FIRST 5 SAN FRANCISCO
1390 MARKET STREET, SUITE 318
SAN FRANCISCO, CA 94102
ATTN: INGRID MEZQUITA**

If to Grantee: **CHILDREN'S COUNCIL OF SAN FRANCISCO
445 CHURCH STREET**

SAN FRANCISCO, CA 94114
ATTN: MONA MALAN

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 Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts 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. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Requiring Minimum Compensation for Employees.

(a) Contractor 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 Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires Contractor to pay Contractor'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 Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor 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 Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

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

(e) The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

(f) Contractor'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 Contractor fails to comply with these requirements. Contractor 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 Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Contractor 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 contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor 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) Contractor 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 Contractor 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 Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor 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 Contractor and this department to exceed \$25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which

prohibits any person who contracts 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 contract must be approved by the individual, a board on which that individual serves, or the board of a state agency 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 contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

16.10 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. Contractor 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 contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors 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 contracts and property contracts 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 contract or property contract 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 contracts.

c. Hiring Decisions. Contractor 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. Contractor 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 contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract 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 contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor 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 contractor'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 contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, 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 contract 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. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 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 contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 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.

16.13 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 contract 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.

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

16.15 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.

16.16 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.

16.17 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, Contractor 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.

16.18 Slavery Era Disclosure. LEFT BLANK BY AGREEMENT OF THE PARTIES.

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:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Form of Funding Request
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, Tobacco Free Policy
- Appendix G, Program Activity Report Instruction Sheet
- Appendix H, Authorized Signature Form
- Appendix I, Insurance Waiver

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. LEFT BLANK BY AGREEMENT OF THE PARTIES.

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.

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

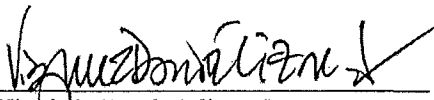
CITY

SAN FRANCISCO CHILDREN AND FAMILIES FIRST COMMISSION

By: 
Laurel Kloomok
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Virginia Dario 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: 

Print Name: **Sandee Blechman**

Title: **Executive Director**

Federal Tax ID #: **94-2221305**

City Vendor Number: **04909**

Appendix A--Definition of Eligible Expenses

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco, unless approved by First 5 San Francisco staff.

Eligible Expenses shall include:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically exclude:

- (1) fundraising expenses;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments;
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement;
- (6) accruals of paid time off (e.g., vacation time, sick time) for employees on grant budget; and
- (7) out of town personal or business-related costs or expenses related to meals, catering, transportation, lodging, unless approved in writing by Agency.

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco's Preschool for All program activities.

The PFA preschool site will enter into a Fiscal Agreement with Grantee detailing the annual child reimbursement. Child reimbursement is calculated for every 4-year-old San Francisco resident based on the following:

- Education level of the lead teacher classroom teacher;
- Number of 4-year-old children in the classroom;
- Identifying the type and amount of child-care subsidy for 4-year-old in the classroom.

First 5 will calculate reimbursement for each PFA child and forward to Children's Council for payment to the PFA preschool site for all participating children. Children's Council will track and reconcile payments on a quarterly basis, for preschool centers and monthly for family child care providers, and provide First 5 San Francisco with monthly accounts payable reports by the 10th of each month. While the number of payments/transactions may vary monthly, an average of 50 transactions per month is anticipated.

Family Child care Homes shall receive payment from Children's Council no later than the 15th of each month for the preceding month per child reimbursement; and center-based programs shall receive quarterly payments from Children's Council on or before the 30th of the month based on the following schedule:

CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE 2012/13

Received by Provider no: later than:	Q1/Advance Provider Payment	Q2 Provider Payment	Q3 Provider Payment	Q4 Provider Payment
	August 30, 2012	December 31, 2012	March 31, 2013	June 30, 2013

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

PERSONNEL								PERSONNEL NARRATIVE
Title	Name	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total Salary	
Subsidy Payment Manager	Mona Malan	Oversees Provider Reimbursement	0.25	\$19,912.00	\$0.00	\$0.00	\$19,912.00	Oversees Provider Reimbursement
I/T Specialist	Stephanie Nelson	Processes Provider Reimbursement	0.50	\$20,844.00	\$0.00	\$0.00	\$20,844.00	Processes Provider Reimbursement
							\$0.00	
							\$0.00	
TOTAL PERSONNEL				\$40,756.00				

FRINGE BENEFITS								FRINGE BENEFITS NARRATIVE
Benefit Name	Calculations	Salary	%	Request	Other - Cash	Other - In-Kind	Total	
Health Benefits	29.487% of total salaries	\$40,756.00	0.29	\$12,018	\$0.00	\$0.00	\$12,017.72	
				\$0			\$0.00	
TOTAL FRINGE BENEFITS				\$12,018				

PROFESSIONAL SERVICES								PROFESSIONAL SERVICES NARRATIVE
Title	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total		
TOTAL PROFESSIONAL SERVICES				\$0.00				

SUBCONTRACTS								SUBCONTRACTS NARRATIVE	
Agency	Function	Calculation	Program Costs	Admin Costs	Request	Other - Cash	Other - In-Kind	Total	
PFA Providers	Monthly Reimb.	2,200 x \$4,900 p/child	\$10,780,000.00		\$8,950,000.00			\$8,950,000.00	Monthly & Quarterly Reimbursement for PFA Providers (non-SFUSD)
Training and Technical Assistance	Monthly Reimb.		\$875,000.00		\$875,000.00			\$875,000.00	Monthly & Quarterly Trainings & Technical Assistance for PFA Providers (non-SFUSD)
					\$0.00			\$0.00	
TOTAL SUBCONTRACTS					\$9,825,000.00				

PROGRAM MATERIALS								PROGRAM MATERIALS NARRATIVE
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total			
					\$0.00			
					\$0.00			
TOTAL PROGRAM MATERIALS				\$0.00				

OTHER PROGRAM EXPENSES								OTHER PROGRAM EXPENSES NARRATIVE
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total			
Office Support (software and share supplies)	\$108.33 x 12 months or as needed	\$1,300			\$1,300.00		Prorated portion of expenses for general office supplies, paper, pens, folders and soft	
Bank/payroll Fees	\$75.00 x 12 months or as needed	\$900			\$900.00		Prorated portion of bank and payroll fees.	
Staff Training & Conferences		\$200			\$200.00			
					\$0.00			
TOTAL OTHER PROGRAM EXPENSES				\$2,400				

ADMINISTRATIVE COSTS								ADMINISTRATIVE COSTS NARRATIVE
Cost Name	Calculations	Request	Other - Cash	Other - In-Kind	Total			
Audit	\$50.00 x 12 months or as needed	\$600			\$600.00		Annual audit expense accrued monthly	
Insurance	\$35.42 x 12 months or as needed	\$425			\$425.00		prorated portion of expenses to include coverage: general Liability, umbrella and Director & officers insurance	
Admin Postage & Reproduction	\$66.67 x 12 months or as needed	\$800			\$800.00		Prorated portion of expenses for bulk mailing and messenger services, and Printing	
Rent and Utilities	\$750 x 12 months or as needed	\$9,000			\$9,000.00		Prorated portion of expenses office space , water, Electricity, gas and garbage.	
Telephone	\$58.33 x 12 months or as needed	\$700			\$700.00		Prorated portion of expenses for Telephone and internet	
Admin Staff Salaries & Benefits	salaries=\$ 6411 and fringes = \$6411 x 29.487% =1890	\$8,301			\$8,301.00		Prorated Administrative staff salaries and Fringes	
TOTAL ADMINISTRATIVE COSTS				\$19,826				

TOTAL BUDGET REQUESTED: \$9,900,000

Appendix C--Form of Funding Request

Grantee will use the online Contract Management System to submit funding requests. If the online Contract Management System is unavailable, request Agency approved forms to submit funding requests. Information submitted on paper forms may be required to be resubmitted via Contract Management System.

Grantee is responsible for retention of all payroll records, receipts, invoices, and other forms documenting expenses for which reimbursement is requested under this grant.

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached budget form in Appendix B.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

Appendix D -- Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
S.F. Human Services Agency - Cal-Works Child Care Projects	7/1/2012 - 6/30/2013	\$39,920,899.00
S.F. Human Services Agency - SFCCSS	7/1/2012 - 6/30/2013	\$1,843,125.00
S.F. Human Services Agency - Food Program Supplement	7/1/2012 - 6/30/2013	\$45,000.00
S.F. Human Services Agency - SFC3	7/1/2012 - 6/30/2013	\$457,757.00
S.F. Human Services Agency - C-Wages	7/1/2012 - 6/30/2013	\$9,959,301.00
S.F. Department of Public Health	7/1/2012 - 6/30/2013	\$333,750.00
S.F. First Five - Preschool for All	7/1/2012 - 6/30/2013	\$11,730,000.00
S.F. First Five - Class Plus	7/1/2012 - 6/30/2013	\$165,000.00

Appendix E--Permitted Subgrantees

NONE

Appendix F – San Francisco Children and Families Commission Tobacco Free Policy

Section 1. Definitions.

As used in this Policy the term:

“City” shall mean the City and County of San Francisco.

“Commission” shall mean the San Francisco Children and Families Commission.

“Contract” shall mean an agreement for grants to be provided, or for goods or services to be purchased out of the San Francisco Children and Families Trust Fund under the control of the Commission and does not include property grants, agreements entered into pursuant to settlement of legal proceedings, or contracts for a cumulative amount of \$5,000 or less per vendor in each fiscal year.

“Contractor” or “Grantee” means any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract all or part of the funding of which comes from the San Francisco Children and Families Trust Fund.

“Director” shall mean the Executive Director of the San Francisco Children and Families Commission.

“Subcontract” shall mean an agreement to provide goods and/or services, including construction, labor, materials or equipment, to a grantee, if such goods or services are procured or used in the fulfillment of the grantee's obligations arising from a contract subject to this Policy.

“Subcontractor” or “Subgrantee” means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a subcontract with a grantee. Such term shall include any person or entity who enters into an agreement with any subgrantee for the performance of 10 percent or more of any subcontract.

Section 2. Tobacco-Free Policy

(a) **Policy** Every contract awarded by the Commission shall incorporate by reference and require grantee to comply with the provisions of this section. In addition, all grantees must include or incorporate by reference in all subcontracts and require subgrantees to comply with the requirements of this Policy; failure to do so shall constitute a material breach of contract.

In the performance of a contract, the grantee or subgrantee shall agree as follows:

(1) **Smoke-Free Workplaces**

The Grantee shall prohibit smoking in its offices, automobiles or at Grantee-sponsored events located in the City and County of San Francisco.

(2) **Tobacco Hazards Education and Smoking Cessation Referrals**

The Grantee shall make available to clients, employees and community members educational materials, provided by the Commission, on the health hazards of tobacco.

The Grantee shall make available to clients, employees and community members, at the Grantee's offices and service delivery and event sites, information provided by the Commission, regarding smoking cessation services.

(3) **Divestment**

The Grantee shall divest from any investment in companies that, at the time the Grantee responds to a solicitation of bids from the Commission, derive more than 15 percent of their revenues from tobacco products.

(4) Disclosure of Tobacco Industry Funding

The Grantee shall report annually to the Commission the receipt of any moneys from a person, persons, firm, partnership, corporation, or combination thereof that derives more than 15 percent of its revenue from the production or sales of tobacco products. The report shall include the name of the entity, the amount received, the percentage of the agency's total budget the amount represents, the purpose of the contribution, and any efforts made to obtain alternative funding.

(b) Penalties

- (1) Whenever the Director determines that a person or entity under contract with the Commission has violated any provision of the Tobacco-Free Policy described in section, the Director shall have the authority to impose such sanctions or take such other actions as are designed to ensure compliance with the provisions of this Policy which shall include, but are not limited to:
 - (A) Suspension or termination of a contract;
 - (B) Ordering the withholding of funds due the grantee under any contract with the Commission;
 - (C) Disqualification of a bidder or grantee from eligibility for providing commodities or services to the Commission for a period not to exceed five years, with a right to review and reconsideration by the Commission after two years upon a showing of corrective action indicating violations are not likely to reoccur.
- (2) All contracts shall provide that in the event any grantee fails to comply in good faith with any of the provisions of this Article the grantee shall be liable for liquidated damages in an amount up to five percent of the grantee's net profit under the contract, or ten percent of the total amount of the contract dollars whichever is greater. All contracts shall also contain a provision whereby the grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the Commission upon demand and may be set off against any monies due to the grantee from any contract with the Commission.

Section 3. Waivers and Exceptions

(a) Sole source.

The Director may waive the requirements of this Policy whenever the Director finds that the needed goods or services are available only from a sole source and the prospective grantee is not otherwise currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements.

(b) No qualified bidders who comply and service/project is essential to City/residents.

After taking all reasonable measures to find an entity that complies with the Policy, the Director may waive any or all of the requirements of this Policy for any contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the Commission as of the date of the enactment of this Policy where the Director determines that there are no qualified responsive bidders or prospective grantees who could be certified by the Commission as being in compliance with the requirements of this Policy and that the contract is for goods, a service or a project that is essential to the City or City residents.

(c) Bulk purchasing arrangements through federal, state, regional or City entities.

The Director may waive the requirements of this Policy where the Director determines that transactions entered into pursuant to bulk purchasing arrangements through federal, State, regional or City entities that actually reduce the Commission's purchasing costs would be in the best interest of the Commission.

(d) Contract serves public benefit.

The Director may waive the requirements of this Policy where the Director determines that the benefit of the contract to the public and the Commission's ability to carry out its charge pursuant to state and local law outweigh the harm in the grantee's noncompliance with the Policy.

(e) Contractor is a public entity.

This Policy shall not apply where the prospective grantee is a public entity or City department and the Director finds that the proposed contract is necessary to serve a substantial public interest.

(f) Requirements violate public agency grant and good faith attempt has been made to change conditions of grant.

This Policy shall not apply where the Director finds that the requirements of this Policy would violate or be inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the Director has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Policy.

(g) Retirement and Pension Plans

This Policy shall not apply to a grantee or subgrantee's investment of funds where the funds are held in trust for the benefit of employees or third parties.

(h) Federal or State law

This Policy shall be construed and applied so as not to conflict with applicable federal or State laws, rules or regulations.

Section 4. Effective Date

This policy shall apply to all contracts entered into on or after July 1, 2001.

Appendix G

San Francisco Children and Families Commission Program Activity Report Instruction Sheet

Program Activity Reports provide the San Francisco Children and Families Commission with a detailed and comprehensive description of the accomplishments and activities associated with its grant award.

The Commission requires quarterly reports and an annual report. The information presented in the quarterly reports should highlight the activities that have occurred in the most recent reporting period. The annual report should describe the activities of the last quarter and summarize and evaluate the activities of the whole year.

Quarterly reports should be submitted via the Agency's on line Contract Management System (CMS) one month after the end of each quarter.

Quarterly Program Narrative Reports

Program Reporting

Using the scope of work that is part of your grant agreement, report whether the activities that were planned for each objective occurred within the anticipated time frames.

Describe whether the anticipated output objectives were met, not met, or exceeded.

Provide a narrative description of the activities that occurred to achieve the objectives of the grant agreement. Document your accomplishments with data where appropriate.

Describe circumstances that have contributed toward or hampered the performance of the grant activities or meeting the output objectives. If planned activities and outputs are not being achieved, describe corrective actions that will be taken to achieve the objectives of the grant.

Describe the impact or benefit of the activities produced with the grant funds. Describe the method used to assess the impact or benefit.

Provide copies of materials that publicized grant activities or otherwise demonstrate performance of grant activities. Describe how these materials were used.

Provide hard copies of program outreach materials or reports/analysis that would enhance understanding of program activities to Program Officer for grant. These materials can be forwarded to:

Ingrid Mezquita, Preschool for All Program Officer
First 5 San Francisco
1390 Market St., Ste. 318
San Francisco, CA 94102

Annual Program Activity Report

In the annual report, report on all the information requested in the quarterly reports. Provide information for the entire grant year, including the last quarter. In addition, respond to the additional information requested in this section.

Describe the findings of your evaluation activities, including lessons learned in the performance of the grant activities. Also:

- Describe immediate and long term impacts the grant activities had on the issue being addressed by the grant objectives.
- Describe any changes you would make in addressing this issue in future activities or efforts.
- Describe how these lessons will be incorporated into activities within your agency and, if appropriate, shared with other San Francisco agencies.

Describe any activities funded by this grant that will be continued following the end of the grant. Describe how the activities will be funded.

Financial Reporting

Reimbursement requests should be submitted via the Agency's on line Contract Management System (CMS) after the close of the Grantee's books each month. Grantees will need to demonstrate reimbursement requests align with the approved grant budget and if requested produce backup documentation.

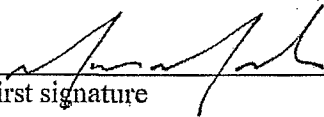
First 5 San Francisco participates in the City and County of San Francisco's Citywide Fiscal and Compliance Nonprofit Monitoring program and adheres to its guidelines. Grantee will provide information as requested by Agency staff or other assigned fiscal monitor to demonstrate compliance with the guidelines.

Appendix H

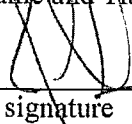
San Francisco Children and Families First Commission
Signature Authority

This verifies that the following persons have authority to sign program and/or fiscal documents and pick up warrants on behalf of

Children's Council of San Francisco
Agency Name, type/print


First signature

Mona Malan, Subsidy Payment Manager
First Name and Title, type/print

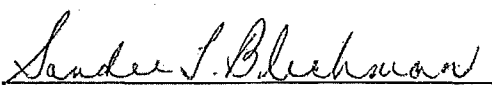

Second signature

John Oselman, Director of Finance
Second Name and Title, type/print


Third signature

Michael Williams, Deputy Director of Programs
Third Name and Title, type/print

As certified by the Executive Director, Sandee Blechman
Name typed/printed


Signature

7/12/12
Date

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Adele Carpenter, Director
Youth Commission

FROM: Angela Calvillo, Clerk of the Board

DATE: February 2, 2016

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS

The Board of Supervisors has received the following proposed legislation which is being referred to the Youth Commission as per Charter Section 4.124 for comment and recommendation. The Commission may provide any response it deems appropriate within 12 days from the date of this referral.

File No. 160075

Resolution retroactively approving the sixth contract amendment with the Children's Council of San Francisco, to manage the Preschool for All Program subsidies to eligible children of the City, increasing the not-to-exceed amount from \$47,326,791 to \$74,390,567 for the period of July 1, 2012, to June 30, 2016.

Please return this cover sheet with the Commission's response to **Linda Wong, Assistant Clerk, Budget and Finance Committee.**

RESPONSE FROM YOUTH COMMISSION Date: _____

- No Comment**
- Recommendation Attached**

Chairperson, Youth Commission

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

Tang

Subject:

Contract Amendment - Children's Council of San Francisco - Preschool for All Program - Not to Exceed \$74,390,567

The text is listed below or attached:

[Empty box for text listing]

Signature of Sponsoring Supervisor: _____

For Clerk's Use Only:

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

City Elective Officer Information <i>(Please print clearly)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly)</i>	
Name of Contractor: Children's Council of San Francisco	
<i>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.</i>	
Board of Directors: Fran Maier, Marissa Levinson, Taara Hoffman, Jim Kirk, Victoria Fong, Jennifer Holderness, Jordan Trent Jones, John Nadzam, Farris Paeg, Elena Schmid and Renita Sinn	
CEO: Sandee Blechman CFO: Wendy Bear COO: Michael Williams	
Contractor address: 445 Church Street, San Francisco, CA 94114	
Date that contract was approved:	Amount of contract: \$74,390,567
Describe the nature of the contract that was approved: To amend the 2012-2015 contract between the Children and Families Commission and Children's Council of San Francisco to manage the Preschool for All subsidies to eligible children in the City from July 1, 2012 to June 30, 2016.	
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 the form sits

Print Name of Board

Filer Information <i>(Please print clearly)</i>	
Name of filer: Clerk of the San Francisco Board of Supervisors	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

Signature of the 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

