

**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**  
**Grant ID: 1000028798**

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**THIS GRANT AGREEMENT (“Agreement”)** is made as of **OCTOBER 1, 2022**, 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 **SAN FRANCISCO DEPARTMENT OF EARLY CHILDHOOD** (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a **Workforce Compensation and Administrative Services** grant to fund the matters set forth in a grant plan; and summarized as follows:

**To implement San Francisco’s Early Care and Education Workforce Development and Compensation Initiatives;** and

**WHEREAS**, Grantee was competitively selected pursuant to Request for Proposals #1025, San Francisco ECE Workforce Compensation Initiative Fiscal Agent and Administrator, issued on April 18, 2022;

**WHEREAS**, Grantee was selected pursuant to San Francisco Administrative Code chapter 21G;

**WHEREAS**, the Board of Supervisors, approve this Agreement by Resolution No. 180-23 on April 18, 2023; 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 acknowledged, the parties 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) “**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 with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (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 which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall mean the activities, performance measures and budget documents described in, or attached as, Appendix B. Commencing with the first disbursement of funds under this Grant to Grantee pursuant to Section 5.3, the Grant Plan shall be governed by the most recent Work Plan submitted by Grantee through the online Contract Management System if, and only if, such Work Plan is approved by the Department through the Contract Management System.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department 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.

(r) “**Department**” shall mean the San Francisco Department of Early Childhood.

**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 Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. 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 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.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**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.

**2.5 Maximum Costs.** 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 provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds 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.

### **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 Department has notified Grantee thereof in writing.

**3.2 Duration of Term.** The term of this Agreement shall commence on **October 1, 2022**, and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### **ARTICLE 4** **IMPLEMENTATION OF GRANT PLAN**

**4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, 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.**

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

1. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

2. A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

3. In accordance with the Contractor Vaccination Policy, Grantee agrees that:

(i) Where applicable, Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and

(ii) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

**4.3 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.

**4.4 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 Grant.

**4.5 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 Department. Except as set forth in this subsection, Grantee shall not use the name of the Department 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 **One Hundred Forty-Nine Million, Four Hundred and Five Thousand, Four Hundred Fifty-Eight Dollars (\$149,405,458)** in the period from **October 1, 2022, to June 30, 2025, plus any contingent amount authorized by the City and certified as available by the Controller's Office.**

In no event shall the Grant Contingent Funds disbursed hereunder exceed **Fourteen Million, Nine Hundred Forty Thousand, Five Hundred Forty-Six Dollars (\$14,940,546)** in the period from **October 1, 2022 to June 30, 2025, pending availability of funding and subject to authorization by the Department of Early Childhood and certified by the Department and the Controller's Office.**

The maximum amount of Grant Funds and Grant Contingent Funds disbursed hereunder shall not exceed **One Hundred Sixty-Four Million, Three Hundred Forty-Six Thousand, and Four Dollars (\$164,346,004)** in the period from **October 1, 2022 to June 30, 2025.**

Grantee understands that, of the maximum amount of funds stated under Section 5.1 of this Agreement, **the amount listed as the Grant Contingent Funds will not be available and may not be used in program budgets entered into the Department's online contract management system and/or attached to Appendix B of this Agreement without an approved budget modification by the Department.** Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by the Department and the Controller.

Grantee agrees to fully comply with these laws, regulations, policies, and procedures.

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and B and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget 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 Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department 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 Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each **MONTH** for all non-federal programs.

**5.4 State or Federal Funds**

(a) **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.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

**5.5 Advance of Funds.** Grantee shall be entitled to an advance payment in an amount not to exceed a **maximum of four quarterly amounts approved by the Department for 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 the Department of a Funding Request from Grantee. Any advance payment from the Department shall be returned in whole or in part, by Grantee upon request by the Department or at the Department's sole discretion deducted in whole or in part, by the Department from disbursements rendered to Grantee as described above.

## **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 Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted electronically or on recycled paper and printed on double-sided pages, to the maximum extent possible. The Grantee shall furnish the Department with Quarterly Reports describing its activities under this Grant Agreement and a year-end report in a format to be determined by the Department. 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, 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.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, 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** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by 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 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.

**6.9. Compliance with Monitoring – Fiscal Requirements, Performance Assessment, Program Management and Technical Assistance.**

(a) Through its Board of Directors, the Grantee shall, as determined by the Department, 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 the Department. 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 the

Department. Appropriate safeguards as determined by the Department shall be established by Grantee 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 Department. Such activities which Grantee is required to attend include quarterly meetings and technical assistance workshops held by the Department.

(c) Grantee shall comply with fiscal and compliance monitoring activities conducted and notified to Grantee by the Department. Grantee is responsible for the proper recording and expenditure of all funds received under the term of the Agreement and agrees to maintain full and complete documentation pertaining to these expenses.

**6.10. Online Requirements.** Grantee must utilize the Department's online and/or subsequent systems to submit funding requests, monthly invoices, and all reports. The executive director of Grantee may authorize other employees to use his or her digital signature to submit the documents referenced in this Section 6.10 on the executive director's behalf. Grantee must take all actions necessary to maintain the security of the digital signature to prevent its unauthorized use. All username/email addresses must add @sfgov.org to the Safe Senders List in their antispyam software settings.

## 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 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

**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 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, 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 \$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

(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) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

(e) Fidelity Bond. Grantee shall maintain throughout the term of this contract, at its expense a blanket fidelity bond covering all officers and employees, 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 Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 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 of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, 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, if granted by the City in its sole discretion, 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 Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

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

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

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

## **ARTICLE 12** **DISCLOSURE OF INFORMATION AND DOCUMENTS**

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

**12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals 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 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 covered by 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 agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **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 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 Department 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 may be sent by U.S. mail or e-mail, and shall be addressed as follows:)

If to the Department or City:     DEPARTMENT OF EARLY CHILDHOOD  
  1650 MISSION STREET, SUITE 300  
  SAN FRANCISCO, CA 94103  
  Attn: DENISE CORVINO  
  Email: denise.corvino@sfgov.org

If to Grantee:                             CHILDREN'S COUNCIL OF SAN FRANCISCO  
  445 CHURCH STREET  
  SAN FRANCISCO, CA 94114  
  Attn: GINA M. FROMER  
  Email: gfromer@childrenscouncil.org

Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

**15.3 Change of Address.** 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 Reserved.**

**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 CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(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 Reserved.**

**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.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

**16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco 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 Working with Minors.** In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. 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 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, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, 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. 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. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. 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 Consideration of Criminal History in Hiring and Employment Decisions.**

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/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 <http://sfgov.org/olse/fco>. Contractor 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 Contractor’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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

**16.17 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

#### **16.18 Reserved. Slavery Era Disclosure.**

#### **16.19 Distribution of Beverages and Water.**

(a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**16.20 Reserved.**

**16.21 Compliance with Other Laws.**

(a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted regulations of the City and of all state, and federal laws in a manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations rules and all applicable laws as they may be amended from time to time.

(b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**ARTICLE 17**  
**MISCELLANEOUS**

**17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department 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 Department 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 Department 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 Department Head, as the case may be, of the Department 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, Department Reporting Instructions
- Appendix G, State/Federal Funding Terms

**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 4.3 Ownership of Results.                       | Article 12 Disclosure of Information and Documents |
| Section 6.4 Financial Statements.                       | Section 13.4 Grantee Retains Responsibility.       |
| Section 6.5 Books and Records.                          | Section 14.3 Consequences of Recharacterization.   |
| Section 6.6 Inspection and Audit.                       | This Article 17 Miscellaneous                      |
| Section 6.7 Submitting False Claims; Monetary Penalties |  |
| Article 7 Taxes   |  |
| Article 8 Representations and Warranties                |  |
| 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 Reserved. Dispute Resolution Procedure.**

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

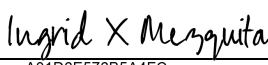
**17.14 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco 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.

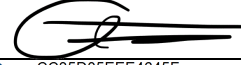
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

**CITY** \_\_\_\_\_

**GRANTEE** \_\_\_\_\_

**CHILDREN'S COUNCIL OF SAN FRANCISCO**

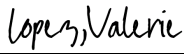
DocuSigned by:  
By:   
Ingrid X. Mezquita  
Executive Director  
Department of Early Childhood

DocuSigned by:  
By:   
Gina M. Fromer  
Chief Executive Officer  
445 Church Street  
San Francisco, CA 94114

Federal Tax ID: 94-2221305  
City Supplier ID: 0000022965  
DUNS #: 824708911

**Approved as to Form:**

David Chiu  
City Attorney

DocuSigned by:  
By:   
Valerie J. Lopez  
Deputy City Attorney

**Appendix A -- Eligible Expenses**  
**Children’s Council of San Francisco**  
**Workforce Compensation & Administrative Services**  
**July 1, 2022 to June 30, 2025**

**1. Definitions**

Contractor	Children’s Council of San Francisco will be contracted to provide workforce compensation and administrative duties per the Appendix A, and as directed by Funder.
CBO	Community-based organizations, including Family Resource Centers
DEC	Department of Early Childhood
ELS	Early Learning System
Funder	San Francisco Department of Early Childhood- City & County of San Francisco
Green Tier	Green Tier refers to programs that are serving 50% or more income eligible children in their agency/program.
Recipient	Agency or program receiving funding from the Early Educator Salary Support Grant
Registry	California Early Care and Education Workforce Registry
SQL	Structured Query Language

**2. Purpose**

The purpose of this contract is to provide Workforce Compensation & Administrative services for the San Francisco Department of Early Childhood (“Funder”). Children’s Council of San Francisco (“Contractor”) is central to the implementation of the San Francisco Early Care and Education Workforce Development and Compensation Initiatives (“Initiative”). The Initiative is designed to ultimately result in improved outcomes for children in San Francisco through the support of a well-compensated, stable, and supported Early Care and Education (“ECE”) workforce. There are four separate initiatives that will be implemented in a phased approach:

1. Workforce Compensation (implementation October 2022)
2. Workforce Benefits (estimated implementation October 2022)
3. Working Conditions (estimated implementation January 2023)
4. Educational Pathways (Per the direction of DEC)

The administrator/workforce agent will ensure fund distribution and monitoring to the programs participating in the workforce compensation initiatives; with an estimated annual disbursement of \$40M progressing to approximately \$60M as new initiatives are implemented.

### **3. Background**

On June 5, 2018, the San Francisco electorate passed Proposition C (Prop C), a Commercial Rent Tax for Child Care and Early Education, by authorizing an additional tax on commercial property/leases with annual gross receipts over \$1 million; excluded from this tax are nonprofits and other small businesses.

In December 2018, a City Ordinance passed amending the Administrative Code to establish the Early Care and Education for All Initiative, funded by appropriations from the Babies and Families First Fund.

This ECE for All Initiative called for a nine-month planning process and charged the Department to engage community to create a spending framework for the first five years of Prop C funding. The language in the ordinance provided guidance for uses of the funds to reflect the language included in the original ballot measure, including:

- *Providing financial support for measures to increase the compensation of early care and education professionals and staff by not less than 10%, with an ultimate goal of achieving parity in compensation with K-12 educators who have commensurate experience, in a manner designed to improve the quality and availability of early care and education.*
- *Undertaking other measures designed to improve access to quality early care and education services that support the physical, emotional, and cognitive development of San Francisco children under the age of six.*

The ECE Workforce Development and Compensation Initiatives are designed to address ECE program quality and workforce retention and compensation pressures in city-funded early learning programming. Workforce stability and wellbeing will ultimately lead to improved outcomes for young children in San Francisco.

### **4. Diversity, Inclusion, and Racial Equity**

Funder is committed to a culture of inclusion. Everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. Our department believes a diverse and inclusive workforce produces more creative and innovative outcomes for the organization, and ultimately, the children and families we serve.

We are committed to addressing systemic racism that produces disparate outcomes, especially for people of color and the impact of governmental services can have by advancing racial equity in all aspects of our work, ensuring access to services, and providing support to our communities by ensuring their ability to succeed and thrive.

We seek partnerships with organizations and businesses that share our values in their organizational culture and program services. Our department, via our contracted partners, can further advance efforts to address racial equity and inclusion across San Francisco.

### **5. Target Population**

Green Tier early care and education programs and agencies that have been qualified and awarded funding through the Early Educator Salary Support Grant.

## 6. Location and Accessibility of Services

Contractor shall provide services in multiple languages (including, but not limited to: Spanish, Cantonese, and English), in-person, by phone, email and online during the hours of at least 9:00 AM-5M PM Monday — Friday. Extended evening hours on a case by case as needed, will be broadly advertised to families and programs. In-person services will be at 445 Church Street, San Francisco, California 94114, at DEC-funded programs and at other designated locations for on-site support, group trainings, or information sharing.

## 7. Communications and Messaging

Contractor will work closely with DEC to ensure messaging alignment with respect to Contractor's communications with ECE programs, community and government agencies, stakeholders, parents, and other members of the public.

## 8. SCOPE OF WORK- Description of Services Overview

The description below details some of the components of administration and workforce agent services for the San Francisco ECE Workforce Development and Compensation Initiatives. Contractor will conduct transactions and services on behalf of DEC's ECE Workforce Development and Compensation Initiatives to help ensure the efficient and effective administration and operation of applicable grants.

In coordination with DEC, Contractor will administer grants and distribute, as funding allows, the grant awards based on the locally established funding formula to support eligible ELS programs, based on teacher qualifications as verified through the California Early Care and Education Workforce Registry.

### Services to be provided by Contractor- Fund Disbursement, Administration & Fiscal Controls:

- **Disburse funds for a variety of workforce compensation initiatives;** on behalf of and under the specific direction of DEC to qualified ELS programs and/or individuals.
- Contractor will issue payments on a monthly, quarterly, or other schedule as requested by DEC based on a funding formula or enumerated amount specified by DEC. Quarterly advance payments to participating programs will be made within 3 weeks of receipt of required documentation and no later than the first week of the new quarter.
  - Contractor will issue payments via direct deposit or hard copy check based on the agencies' preferred method.
  - Contractor may also be directed to conduct transactions on behalf of DEC upon direction from DEC's program manager for payments associated with miscellaneous or one-time-only services.
- Develop Fund Distribution Plan for Q2 by September 28, 2022
  - Funder to provide support establishing initial grant distribution amount per eligible agency based on a predetermined set of criteria and funding methodology.
- Contractor will maintain multiple levels of internal fiscal controls to which all originating expenditures and payment request are subject, included, but not limited to:
  - Program or administrative staff will ensure cash advances are requested and secured for timely distributions of funding.

- Program or administrative staff prepare adequate documentation (e.g., third-party invoices, requests for payment, and/or reimbursements) utilizing only agency-approved paper or electronic forms and submit those to their respective director for approval.
- Requests for payment are submitted to the appropriate director for review and approval; directors provide account coding as necessary, check that expenditures are supported by appropriate documentation, and ensure alignment with line-item budgets for the program or function.
- All expenditures and payment requests approved by directors are then reviewed by the Finance Manager for appropriate documentation, expense coding, expense authority level (e.g., above or below approval threshold amounts), and are signed by the Finance Manager before submission to the Accounts Payable (A/P) Accountant.
- The A/P Accountant provides a second review of each payment request for coding to the appropriate program, general ledger account, and funding source; checks that documentation meets fiscal policy standards for third party initiation; and that program directors have indicated appropriate review and approval of the expense. The A/P Accountant then prepares a check run for processing checks against approved accounts payable requests, and before producing checks provides the accounts payable ledger to the Staff Accountant for a final review.
- The Staff Accountant receives the accounts payable ledger prior to producing a check run, ensuring that requested check amounts match the amounts on the expense request and supporting invoices. The Staff Accountant clears the ledger for check production by the A/P Accountant, then reviews each check against the expense request (e.g., Check Request, Expense Reimbursement, Credit Card Expense Statement, etc.). The Staff Accountant then provides the checks to authorized check signers for signature.
- All checks, regardless of amount, require two signatures by authorized check signers – usually the Chief Executive Officer and the Chief Financial Officer. Each of the check signers reviews the underlying invoice or supporting documentation of the payment prior to signing each check in the weekly check run.
- Contractor will track and compile all payment information over time to ensure data integrity in fiscal and program reporting, and to compile records for analysis in partnership with DEC. Enrollments will be reported to DEC through their online data system and/or through submissions from agencies and will be verified.
- **Administer and monitor grant determination, fund distribution, and ongoing eligibility:**
  - Develop and submit a refined overall program and staffing plan and submit to DEC no later than November 1, 2022.
  - Review and monitor programs' financial information (payroll records, California Early Care and Education Workforce Registry Data) related to wages/compensation. Contractor will create individual Recipient Dropbox folders to allow for secure submission of sensitive data.
  - Communicate with programs regarding payments and reporting requirements of the initiative.
  - Maintain a process to monitor for changes in programs' qualifications and eligibility criteria and adjust award accordingly on a quarterly basis.

- Tracking and reporting on payments and tax information, determining funding eligibility, customer support related to payments, ad-hoc data reporting, and the development and maintenance of internal data systems necessary to facilitate accurate and timely payments and reporting.

**Services to be provided by Contractor- Data Collection, Monitoring, & Reporting:**

- Contractor will develop and submit a data collection and monitoring plan to funder no later than November 15, 2022. Plan will be updated and adjusted accordingly by June 15<sup>th</sup> of each contracted year thereafter.
  - The following elements will be included in the plan:
    - Verification that program’s staff roster matches their staff report in the Workforce Registry for the applicable pay period or cycle.
    - Regular reviews of wage records from program payroll reports to confirm appropriate wages, or wage ranges are being paid.
    - Verification of benefits being offered (e.g., medical and dental contributions, retirement contributions, other fringe benefit contributions), including review of vendor invoices and employer check stub or check documentation showing appropriate deductions, dates, etc. (if applicable).
- Contractor will collect and track data, including, but not limited to staff education/permit levels, hourly wages, staff retention, and attracting new staff for qualified agencies/programs via data systems including, but not limited to, the California Early Care and Education Workforce Registry, MOCHA (or its successor), and other databases or internal trackers as directed by DEC.
- Work with DEC to assess program measures, including funding uptake, issuance challenges, and funding outcomes on the ECE workforce.
- Ensure that routinely collected data is current and accurate.
- Highlight areas where data systems are obstacles in the above and in collaboration with DEC troubleshoot and implement solutions.
- Refer participants in need of data systems support to resources, including but not limited to Help Desk operated by Children’s Council of San Francisco
- Develop a methodology to store and provide information electronically that is readily available to multiple users in a timely manner.
- Maintain compliance with all federal, state, and local laws, regulations and funding terms related to this contract including policies and procedures to ensure program and early educator data is private, protected, confidential, and is used strictly for the purposes of the Initiative.

**Services to be provided- Staffing and Accountability for Deliverables**

- Develop and submit a hiring plan to funder by November 1, 2022.
  - Plan to include short-term solutions for vacant positions to ensure immediate and long-term deliverables are met.
  - Ensure funding and allocation of full-time equivalent (“FTE”) is specific to the initiatives described in this Appendix A including and staff are not being allocated to multiple contracts that exceed 1 FTE.
  - Plan to be reviewed each contract year, however review will not necessarily guarantee an increase in FTE or funding unless is mutually agreed and approved by DEC.

### **Services to be provided- Technical Assistance & Communications**

- Phase I- Workforce Compensation
  - Contractor will provide programs support to strengthen their understanding of program requirements regarding compensation goals, reporting, and guide their efforts to develop compensation scales that meet the City's Initiative's defined minimum compensation based on educational/permit attainment and classroom role.
- Phase II- Workforce Compensation & Benefits
  - Contractor will support programs understanding of the eligible staff, the reporting requirements, and tracking of increased compensation for non-educators and/or benefits depending on the preference of the program/agency.
- Phase III- Working Conditions
  - Contractor will utilize tools, such as SQL to understand early educators' perspective about workforce conditions.
  - Contractor will use data to inform the development of a workforce support strategy that builds directors' administration and leadership skills and directly supports early educators to have release time, planning time and instructional support.
  - Contractor will compile a report based on the analysis of the data to show how the strategies developed support, or not, improving the health, well-being and quality of early educators.
  - Contractor will develop and share with Funder a draft outline of reporting requirements, distribution and monitoring plan for the working conditions grants.
  - Once approved by DEC, contractor will distribute grant funds and regularly communicate with programs regarding payments, reporting requirements, and address any payment issues.
- Phase IV- Workforce Development & Pathways
  - Contractor will provide stipends to eligible early educators through a process to be determined by DEC.
  - Contractor will track all data points, including expenditures related to workforce development and pathways for required state reporting.
  - Contractor will use data from the California ECE Workforce Registry to determine changes in education attainment, permit levels, and increases to ECE units for educators working in Early Educator Salary Support Grant agencies/programs.

### **Services to be provided- System Development & Continuous Quality Improvement**

- By December 15, 2022, the Contractor will develop a project plan with clearly defined tasks, timelines, and the staff responsible for implementing the various moving parts to successfully administer the initiatives. Project plans will be due by June 15<sup>th</sup> of each subsequent contract year.
- By January 1, 2023, the Contractor will draw on existing data sources and required reporting to streamline processes, identify capacity gaps of programs, and provide technical support regarding the grant funding, including use of required data systems and required reporting.
- Starting Q4 in FY23 and Q2 annually thereafter the Contractor will use survey data, feedback, experience, and relevant data to guide continuous program improvement and develop a summary of recommendations aimed to help reduce the administrative burden or other relevant areas for improvement.
- Starting Q4 in FY23 the Contractor will implement a minimum of 50% of the recommendations from the Q3 summary by May 15<sup>th</sup> and the remaining by June 15<sup>th</sup>. Thereafter, starting in Q3 the Contractor will implement 50% of recommendation by January 31<sup>st</sup> and the remaining 50% by

February 28<sup>th</sup>. Contractor will maintain and improve processes to address specific issues related to grant administration and fund distribution (e.g., allowable expenditures, funding amount adjustment).

- By December 15, 2022, Contractor will demonstrate that quality assurance and internal controls are developed to allow staff to meet or exceed target accuracy rates per function.
- Following quarterly submissions from the Recipients, the Contractor will provide feedback loops for programs and collect, analyze, and act on data received then follow-up with programs regarding any changes made as a direct result of their feedback.

### **Service to be provided- Service & Outcomes Objectives**

- By November 15, 2022, Contractor will develop templates and reporting procedures to support the implementation of these initiatives.
- By March 1, 2023, Contractor will develop a regular schedule of monthly trainings of required systems in English, Spanish, and Chinese (Cantonese) by June 30 of each program year (if applicable).
- During Q2 in FY 23 and Q3 thereafter, Contractor will offer tailored trainings related to grant administration, including but not limited to: reporting requirements, timelines for submissions, allowable expenses, restricted vs. unrestricted funds, etc., to all eligible Recipients
- Contractor will provide ongoing and informed technical assistance during normal business hours and offer non-traditional hours (as needed) to programs or educators addressing and resolving all technical issues. Assistance will be provided in the form of chat, email, phone or in person as necessary.
- Contractor will reach out to providers via email, phone, or in person as necessary regarding eligible staff who have not updated their profile within the prior 3 months to confirm that all data in the Workforce Registry is accurate. This will be completed following submissions by the Recipients on the 20<sup>th</sup> of each month following the quarter and the information will be used by Children's Council (or DEC as necessary) to determine or verify payment amounts, reconciliation of previous advance, and/or perform other analysis related to the initiative.
- Contractor will issue approved payments to eligible programs or educators in an accurate and timely manner, as approved by DEC.
- Contractor will maintain an accounting of payments by grant type, program/educator, or other agreed upon method and maintain appropriate ledgers.
- Contractor will issue 1099s to eligible recipients in an accurate and timely manner as required by law, and provide replacements as needed or requested.
- Contractor will perform announced monitoring activities for eligible programs and educators at specified intervals during the fiscal year.
- Contractor will provide DEC with quarterly reports containing data on program participation levels, funding disbursed, and other key performance indicators. Ad hoc reports will be generated and submitted to funder or City & County of San Francisco as needed within a specified timeline.

### **Contractor will develop evaluation tools to analyze data and service trends to measure the success of the initiatives in the following areas:**

- Increased Compensation:
  - By October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup> the Contractor will report on how participating ECE programs increased their base salary or hourly wage compared to a baseline established at the end of Q1, 2022 and a baseline as of July 1<sup>st</sup> in subsequent contract years.

- **Early Educator Job Satisfaction:**
  - By December 31<sup>st</sup> and June 30<sup>th</sup> of each contract year, the Contractor will develop, distribute, collect, and analyze surveys to be sent directly to Educators regarding to job satisfaction and workforce conditions, year over year, compared to baseline established at the end of Q2, 2022 and a baseline as of July 31<sup>st</sup> in subsequent contract years.
  - Contractor will summarize and share survey results with Funder no later than 1 month following the collection date.
- **Prep and Planning Time:**
  - By May 1<sup>st</sup> of each contract year, as reported by early educators, the Contractor will share the hours of paid planning time offered, compared to baseline established at the end of Q2, 2022 and a baseline as of July 1<sup>st</sup> in subsequent contract years.
- **Educational Attainment:**
  - By January 31<sup>st</sup> and June 30<sup>th</sup> of each contract year as reported by early educators and verified by California Early Care and Education Workforce Registry staff, the Contractor will report on educational attainment, compared to the baseline established at the end of Q2, 2022 and a baseline as of July 1<sup>st</sup> in subsequent contract years.
  - Measures may include the number and percentage of ELS educators: attaining postsecondary degree, recognized academic credential (including CTC permits), and gains in ECE unit-bearing coursework.
- **Educator Recruitment:**
  - By October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup> of each contract year, as reported by the Recipient, the Contractor will report on the number of educators recruited, compared to a baseline of vacancies established in Q2, 2022 and a baseline as of July 1<sup>st</sup> in subsequent contract years.
- **Educator Retention:**
  - By October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup> of each contract year, as reported by the Recipient, the Contractor will report on the number and percentage of teacher retained, compared to a baseline established at the end of Q2, 2022 and a baseline as of July 1<sup>st</sup> in subsequent contract years.
- **Health Care Access:**
  - By January 31<sup>st</sup> in 2023, and December 31<sup>st</sup> and June 30<sup>th</sup> of each subsequent contract year as reported by early educators, the Contractor will report on access to health care benefits as compared to a baseline established at the end of Q2, 2022 and established baseline as of July 1<sup>st</sup> in subsequent contract years.
- **Fringe Benefits:**
  - By January 31<sup>st</sup> in 2022, and December 31<sup>st</sup> and June 30<sup>th</sup> of each subsequent contract year as reported by early educators, the Contractor will report on access to fringe benefits such as paid sick leave, parental leave, retirement, transportation, etc., as measured by the number and percentage of educators with such benefits, as compared to a baseline established at the end of Q2, 2022 and established baseline as of July 1<sup>st</sup> in subsequent contract years.
- **Racial Equity:**
  - By January 31<sup>st</sup> annually and March 31, 2023, Contractor will report on the racial diversity of the Recipients leadership through this contract compared to an establish baseline from the end of Q2, 2022.
  - By January 31<sup>st</sup> annually and March 31, 2023, Contractor will report on promotional opportunities for people of color across the program receiving funds through this contract compared to an establish baseline from the end of Q2, 2022.

- By June 15<sup>th</sup> annually Contractor will report on the diversity of Recipient's Phase I & Phase II funded staff as it relates to the population of children being served at their program.
- Workforce Registry Participation:
  - By October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup> of each contract year, Contractor will report that all staff are participants in the California Early Care and Education Workforce Registry, which is required to receive funding. Account information in the California Early Care and Education Workforce Registry is entered by the educators and approved by a designated Recipient administrator who reviews and verifies information for the early educator on their team.
  - By October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup> of each contract year, Contractor will report on the number, percentage, and frequency of early educator updates in the California Early Care and Education Workforce Registry.
- Workforce Registry Data Quality:
  - Following Q2 & Q4 the Contractor will report on the number and percentage of programs with up-to-date profiles in the Workforce Registry compared to a baseline established at the end of Q2, 2022.

## 9. Data Systems

- DATA SYSTEM: Contractor will assist Recipients funded to comply with required reporting of their full enrollment (system and/or process TBD), and additional information as prescribed by DEC into the appropriate data system(s). Contractor will assist all authorized programs to report this information in a Data System.
- California ECE Workforce Registry: Contractor will provide support to all Recipients and their staff to report and track staff roles, qualifications, and education/permit information; salary information, and all non-DEC funded, licensed ECE programs are encouraged to use the system and can access the state Help Desk services directly from the Registry office.
- HSA Carbon: Contractor will submit required reports, contract information, invoices, and requested documentation in HSA Carbon, its successor, or directly to DEC Contract Manager.

## MOU/Funding Agreements:

- As instructed by DEC, Contractor will execute, amend, and terminate all Agreements. **Contractor will track Funder specified documentation related to funding agreements, grants amounts, etc.**
- **Support Tracking and Reporting.** The Contractor will track technical assistance to Recipients and share analysis and trends with Funder quarterly. The contractor will track the technical assistance needs of the Recipients and may collect information such as: organizational affiliation, data system challenges, brief description of issue, date of assistance requested, and a description of any necessary follow-up.

**Feedback Loops:** Contractor will consistently seek out feedback from programs and DEC to inform continuous improvement of services.

- At minimum, Contractor will survey all programs a minimum of once per year to solicit feedback on quality of services. As capacity and experience with feedback loops expands, Contractor will move toward more regular and high-quality feedback loops.
- Contractor will develop an action plan to describe the system improvements based on the feedback received. The plan will be reviewed, updated and presented to DEC a minimum of once per year and will include timeline for service improvements implementation.

**Declared Emergency Events.** In the event of a Local, State or Federal declared emergency, staff may be engaged as part of the city's response to the disaster/declared emergency. Contractor agrees to ensure staff receive city Emergency Response training, to be planned and delivered in coordination with the HSA Emergency Response Coordinator.

**Monthly & Quarterly Reports**

- a. Contractor will submit reports per the specified period to summarize the progress on service and outcome objectives for the Initiative.

**Annual Reports**

- a. Contractor will provide a single annual performance report regarding progress on all service and outcome objectives by July 31<sup>st</sup> of each year.
- b. Contractor will participate in evaluation requests pertaining to activities funded by this grant. This will include, but not be limited to the collection of data on funded activities, programs, and educators, and report the findings. The data to be collected may include but not be limited to demographic financial, educational, or other activities and outcome objectives as outlined in this document or the MOU. Contractor may be requested to participate in evaluation activities designed by DEC.

**Monitoring Activities**

1. Program Monitoring: Program monitoring will include a comprehensive review of the deliverables outlined in the scope of work with an emphasis on quality and meeting the timelines specified in the Appendix A. Monitoring will also include a review of all reporting requirements, data tracking, and back-up documentation to meet the service and outcome objectives.
2. Fiscal Compliance and Grant Monitoring: Fiscal monitoring will include review of the Contractors organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subgrants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.
3. Budget Review and Approval: DEC will review actual expenditures annually and use that information to develop the budget for the upcoming fiscal year based on programmatic need. This review and approval process will also include year over year increases for staffing and operating expenses, which are currently budgeted as a place holder amounts in the Appendix B.

**Audit Response**

- a. Contractor will produce and submit corrective action plans related to any state and local audits.

**Appendix B --Definition of Grant Plan**

				Appendix B, Page
				Document Date: 2/10/2023
<b>BUDGET SUMMARY</b>				
Name: Children's Council of San Francisco			Term:	<b>October 1, 2022 - June 30, 2025</b>
(Check One) New <input checked="" type="checkbox"/>	Renewal <input type="checkbox"/>	Modification <input type="checkbox"/>	If modification, Effective Date of Mod.	No. of Mod.
<b>Program: SF ECE Workforce Compensation Initiative</b>				
Budget Reference Page No.(s)	<i>Prorated beginning Oct 1, 2022</i>			
Program Term	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>	<b>Total</b>
<b>Expenditures</b>				
Salaries & Benefits	\$582,665	\$1,017,434	1,070,593	\$2,670,692
Operating Expense	\$505,439	\$501,371	\$489,161	\$1,495,971
<b>Subtotal</b>	<b>\$1,088,104</b>	<b>\$1,518,805</b>	<b>1,559,754</b>	<b>\$4,166,663</b>
Indirect Percentage (15% Max)	15%	15%	15%	
Indirect Cost (Line 16 X Line 15)	\$163,216	\$227,821	\$233,963	\$624,999
Capital Expenditure	\$0	\$0	\$0	\$0
Direct Client Payments	45,217,166	49,721,860	49,674,769	\$144,613,796
<b>Total Expenditures</b>	<b>\$46,468,486</b>	<b>\$51,468,486</b>	<b>51,468,486</b>	<b>\$149,405,458</b>
<b>Revenues</b>				
Prop C Program Administration	\$1,251,320	\$1,746,626	\$1,793,717	\$4,791,662
Prop C Workforce Compensation Payments to Clients	\$44,748,680	\$49,253,374	\$49,206,283	\$143,208,338
QCC Workforce Pathways Grant Payments to Clients	\$468,486	\$468,486	\$468,486	\$1,405,458
<b>TOTAL REVENUES</b>	<b>\$46,468,486</b>	<b>\$51,468,486</b>	<b>\$51,468,486</b>	<b>\$149,405,458</b>
<b>Other Revenues</b>				
Total Revenues	<b>\$46,468,486</b>	<b>\$51,468,486</b>	<b>\$51,468,486</b>	<b>\$149,405,458</b>
Contingency				<b>\$14,940,546</b>
<b>Not-to-Exceed (NTE)</b>				<b>\$164,346,004</b>
Full Time Equivalent (FTE)				
Prepared by: Elaine Lai	Telephone No.: 415-343-3365			
				<b>2/10/2023</b>

**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, there will be Department approved forms made available to the Grantee 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 acknowledges failure to provide adequate documentation – as solely determined by the Department – of an eligible expense may result in denial of reimbursement for the expense in question.

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
Department of Public Health (DPH)	10/01/2019 to 09/30/2024	\$443,200.00
Office of Economic and Workforce Development	07/01/2021 to 06/30/2024	\$1,712,500.00
Office of Economic and Workforce Development	07/01/2021 to 06/30/2023	\$1,383,500.00
Department of Early Childhood (DEC)	07/01/2022 to 06/30/2024	\$364,091,448.00
Department of Early Childhood (DEC)	07/01/2022 to 06/30/2023	\$506,290.00
Department of Early Childhood (DEC)	07/01/2022 to 06/30/2023	\$4,394,401.00

**Appendix E --Permitted Subgrantees**

None

## **Appendix F -- Department of Early Childhood (DEC) Reporting Instructions**

Program Activity and Financial Reports provide DEC with a detailed and comprehensive description of the accomplishments and activities associated with its grant award.

The Commission requires quarterly reports, an annual report, and financial reports. 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. Financial reports include monthly invoices, audited financials, and an annual fiscal assessment conducted by the Agency and/or City.

Quarterly reports should be submitted via the Agency's online contract management system 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:

Denise Corvino  
Department of Early Childhood (DEC)  
1650 Mission St, Ste 300  
San Francisco, CA 94103

## **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 Department's online contract management system 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.

DEC 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 G -- State/Federal Funding Terms

### I. State/Federal Required terms:

The Grantee must comply with terms set out in all articles as stated in this contract. Paying particular attention to the following in relation to state and/or federal funding:

- Section 6.1 Regular Reports
- Section 6.10 Compliance with Monitoring
- Section 6.11 Online Requirements
- Appendix A Eligible Expenses
- Appendix B Definition of Grant Plan
- Appendix F First 5 San Francisco Tobacco Free Policy
- Appendix G First 5 San Francisco Reporting Instructions

### II. Grant Components:

The City as the pass-through agency is responsible for, at the time of the grant award, to identify and provide to the subrecipient the federal award information listed below.

#### (1) Federal Award Identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier);
- (ii) Subrecipient's unique entity identifier;
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

### III. – Reporting

The Federal Funding Accountability and Transparency Act (FFATA) requires information on federal awards be made available to the public via a single, searchable website [www.USASpending.gov](http://www.USASpending.gov). As a prime grantee of federal awards, the City is required to comply with FFATA reporting requirements and report federal subawards made to subrecipients. This reporting is done using the subrecipient's unique numeric identifier, referred to as a "DUNS number". This DUNS number must be identified and available at the time of award.

### IV. Affidavit:

The City must verify that the prospective subrecipient of federal awards is not suspended or debarred or otherwise excluded from participating in the transaction. This verification can be completed through the affidavit below.

By signing the Grant 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.