

File No. 170590

Committee Item No. 11

Board Item No. 18

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date June 21, 2017

Board of Supervisors Meeting

Date June 27, 2017

#### Cmte Board

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

#### OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Linda Wong Date June 16, 2017  
Completed by: Linda Wong Date June 27, 2017

1 [Contract Approval - Wu Yee Children's Services - Early Care and Education Integrated  
2 Services Contract - \$31,322,180]

3 **Resolution approving the contract between the City and County of San Francisco and**  
4 **Wu Yee Children's Services for the provision of Early Care and Education Integrated**  
5 **Services to support the City's implementation of the San Francisco Citywide Plan for**  
6 **Early Care and Education for the period of July 1, 2017, through June 30, 2020, in the**  
7 **amount of \$31,322,180.**

8  
9 WHEREAS, The City and County of San Francisco, wishes to provide Early Care and  
10 Education Integrated Services by delivering subsidy administration and resource and referral  
11 services; and

12 WHEREAS, The Office of Early Care and Education, in partnership with the Human  
13 Services Agency, conducted a Request for Proposals for these services in January 2017; and

14 WHEREAS, Wu Yee Children's Services submitted a responsive and responsible  
15 proposal and was awarded the contract; and

16 WHEREAS, The Human Services Agency Commission approved this grant to Wu Yee  
17 Children's Services at its meeting of April 27, 2017; now, therefore be it

18 RESOLVED, That the Board of Supervisors hereby approves award of this grant with  
19 Wu Yee Children's Services to provide Early Care and Education Integrated Services, for the  
20 period of July 1, 2017, through June 30, 2020, in the amount of \$31,322,180; and, be it

21 FURTHER RESOLVED, That within thirty (30) days of the grant being fully executed by  
22 all parties, the Human Services Agency shall provide the final grant agreement to the Clerk of  
23 the Board for inclusion into the official file.

<p><b>Items 10 and 11</b> <b>Files 17-0589 and 17-0590</b></p>	<p><b>Department:</b> Human Services Agency (HSA)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>• <b>File 17-0589:</b> Proposed resolution would approve a contract between the City and Children’s Council of San Francisco for provision of Early Care Education Integrated Services to support the City’s implementation of the San Francisco Citywide Plan for Early Care and Education for the three-year period of July 1, 2017 through June 30, 2020 for total of \$204,233,857.</li> <li>• <b>File 17-0590:</b> Proposed resolution would approve a contract between the City and Wu Yee Children’s Services for provision of Early Care Education Integrated Services to support the City’s implementation of the San Francisco Citywide Plan for Early Care and Education for the three-year period of July 1, 2017 through June 30, 2020 for total of \$31,322,180.</li> </ul>	
<p style="text-align: center;"><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>• In 2012, a new San Francisco Office of Early Care and Education was created to coordinate programs and funding streams to provide high-quality early education for children ages zero to five. The Office of Early Care and Education developed a strategic plan for San Francisco’s early care and education system, which was submitted to the Board of Supervisors on April 13, 2016.</li> <li>• After a competitive Request for Proposals (RFP) in January 2017, the Children’s Council of San Francisco (Children’s Council) and Wu Yee Children’s Services (Wu Yee) were selected to jointly deliver subsidy administration and resource and referral services for the Early Care and Education Integrated Services.</li> </ul>	
<p style="text-align: center;"><b>Fiscal Impact</b></p>	
<ul style="list-style-type: none"> <li>• \$167,039,094 or 90 percent of the total \$185,667,143 expenditures for the Children’s Council and \$24,247,782 or 85 percent of the total \$28,474,709 expenditures for Wu Yee would be for pass through funding directly to families for childcare subsidies.</li> <li>• Of the total \$235,556,037 over three years, the Office of Early Care and Education estimates that \$62,411,640, or 26.5 percent, will come from state and federal grants. The balance will be funded with General Funds. The first two years of funding are included in the FY 2017-18 and FY 2018-19 proposed budgets for the Office of Early Care and Education.</li> </ul>	
<p style="text-align: center;"><b>Recommendation</b></p>	
<ul style="list-style-type: none"> <li>• Approve the proposed resolutions.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

In 2012, a new San Francisco Office of Early Care and Education was created to coordinate programs and funding streams to provide high-quality early education for children ages zero to five. The Office of Early Care and Education is required to develop a strategic plan for San Francisco's early care and education system, which was submitted to the Board of Supervisors on April 13, 2016. The San Francisco Citywide Plan for Early Care and Education plan set out recommendations for the following categories: (1) birth-to-five approach, (2) racial equity and diversity, (3) quality improvement, (4) family engagement, (5) professional development and workforce, and (6) financing models.

On January 12, 2017, the Office of Early Care and Education, in partnership with the Human Services Agency, issued a Request for Proposals (RFP) to support the implementation of the Citywide Plan for Early Care and Education by administering Federal, State and local child care subsidy programs. By February 17, 2017, the Office of Early Care and Education received two responses from (1) Children's Council of San Francisco and (2) Wu Yee Children's Services. The two proposals were evaluated by a panel based on (1) organizational capacity, (2) program design, and (3) fiscal capacity. After reviewing the two proposals, the panel recommended that a joint award be made to both nonprofit organizations.

**DETAILS OF PROPOSED LEGISLATION**

File 17-0589: The proposed resolution would approve the contract between the City and Children's Council of San Francisco for the provision of Early Care Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education for the three-year period of July 1, 2017 through June 30, 2020, for a total amount of \$204,233,857.

File 17-0590: The proposed resolution would approve the contract between the City and Wu Yee Children's Services for the provision of Early Care Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education for the three-year period of July 1, 2017 through June 30, 2020, for a total amount of \$31,322,180.

**Details of Services**

The Children’s Council of San Francisco (Children’s Council) and Wu Yee Children’s Services (Wu Yee) will jointly deliver subsidy administration and resource and referral services for the Early Care and Education Integrated Services. The two organizations are intermediate partners with the City that match families’ needs to childcare reimbursements by (1) informing parents of federal, state, and local assistance with childcare reimbursements through outreach and engagement and (2) brokering childcare payments assistance on behalf of families.

A detailed description of their services is shown in Table 1 below.

**Table 1: Detailed Description of Services from Children’s Council and Wu Yee for the Early Care and Education Integrated Services**

Services	Provider
Administration of state and federal subsidies, such as CalWORKS Stage 1 &2	Children’s Council
Administration of local subsidies for Early Learning Scholarship Funding	Children’s Council and Wu Yee
Background clearances of license-exempt child care providers through the State Trustline Registry	Children’s Council
Preschool for All provider reimbursements	Children’s Council
Tracking and reporting to assist with citywide planning related to utilization of Education and Early Care services	Children’s Council and Wu Yee
Outreach and support to families through comprehensive resource and referral services	Children’s Council and Wu Yee

**FISCAL IMPACT**

The proposed two resolutions would authorize \$204,233,857 for Children’s Council and \$31,322,180 for Wu Yee for a total of \$235,556,037 for the three-year period from July 1, 2017 through June 30, 2020, as shown in Table 2 below.

**Table 2: Proposed Budgets for Children's Council and Wu Yee**

Expenditure	Children's Council				Wu Yee			
	FY 2017-18	FY 2018-19	FY 2019-20	Total	FY 2017-18	FY 2018-19	FY 2019-20	Total
Salaries and Benefits	\$4,366,005	\$4,496,985	\$4,631,895	<b>\$13,494,886</b>	\$998,702	\$1,028,663	\$1,059,523	<b>\$3,086,888</b>
Operating Expense	1,181,467	1,208,708	1,238,288	<b>3,628,463</b>	226,369	229,788	230,108	<b>686,265</b>
Indirect Cost <sup>1</sup>	751,608	773,044	795,331	<b>2,319,983</b>	147,003	151,014	154,757	<b>452,774</b>
Capital Expenditure	<u>16,500</u>	<u>9,000</u>	<u>9,000</u>	<b><u>34,500</u></b>	<u>1,000</u>	-	-	<b><u>1,000</u></b>
<b>Subtotal (Overhead Costs)</b>	6,315,580	6,487,738	6,674,514	<b>19,477,832</b>	1,373,074	1,409,465	1,444,388	<b>\$4,226,927</b>
Direct Client Pass Through <sup>2</sup>	<u>55,679,698</u>	<u>55,679,698</u>	<u>55,679,698</u>	<b><u>167,039,094</u></b>	<u>8,082,594</u>	<u>8,082,594</u>	<u>8,082,594</u>	<b><u>24,247,782</u></b>
<b>Total Expenditures</b>	61,995,278	62,167,436	62,354,212	<b>185,667,143</b>	9,455,668	9,492,059	9,526,982	<b>28,474,709</b>
Contingency	6,199,528	6,216,744	6,235,421	18,651,693	945,567	949,206	952,698	2,847,471
Total Contract Amount	<b>\$68,194,806</b>	<b>\$68,384,180</b>	<b>\$68,589,633</b>	<b>\$205,168,619</b>	<b>\$10,401,234</b>	<b>\$10,441,265</b>	<b>\$10,479,681</b>	<b>\$31,322,180</b>

1. The indirect cost for Children's Council and Wu Yee is 13.5 percent and 12 percent respectively of the sum of salaries and benefits and operating expense.
2. Direct Client Pass Through represents the amount of subsidies paid by the Office of Early Care and Education.

As shown in Table 2 above, \$167,039,094 or 90 percent of the total \$185,667,143 expenditures for the Children's Council would be for pass through funding directly to families for childcare subsidies, and \$24,247,782 or 85 percent of the total \$28,474,709 expenditures for Wu Yee would be for pass through funding directly to families for childcare subsidies.

Initially, Children's Council and Wu Yee submitted budgets in response to the RFP that included only their administration costs. The two entities estimated their costs to be \$19,890,244 for Children's Council, and \$13,629,920 for Wu Yee. The Office of Early Care and Education negotiated these costs down by \$412,412 to \$19,477,832 for the Children's Council and down by \$9,402,993 to \$4,226,927 for Wu Yee. According to Ms. September Jarrett, Director of the Office of Early Care and Education, the negotiation was based on state guidelines for overhead (up to 17.5 percent for state grant funds), local subsidies (up to 10 percent for local grant funds), and Preschool for All guidelines (up to four percent for grant funds).

Of the total \$235,556,037 over three years, the Office of Early Care and Education estimates that \$62,411,640, or 26.5 percent, will come from state and federal grants, as shown in Table 3 below. The balance would be funded with City General Fund monies. The General Fund amounts are included in the FY 2017-18 and FY 2018-19 proposed budgets for the Office of Early Care and Education, subject to Board of Supervisors approval. Funding for the third year of the contracts in FY 2019-2020, would be subject to future Board of Supervisors appropriation approval.

According to Ms. Jarrett, the contingency amount shown in Table 3 below totals \$21,414,185. This contingency amount is included in the proposed resolution to allow the City to draw on incremental increases in Federal and State grants if such additional funds become available during the contract term, without undergoing a new contract process. Ms. Jarrett advises that the proposed ten percent contingency is standard for similar City contracts.

**Table 3: Funding Sources**

Funding Source	Children's Council	Wu Yee	Total
General Fund	\$ 124,419,473	\$ 27,310,739	\$ 151,730,212
State and Federal Grants	61,247,670	1,163,970	62,411,640
Contingency (10 percent)	<u>18,566,714</u>	<u>2,847,471</u>	<u>21,414,185</u>
<b>Total</b>	\$204,233,857	\$31,322,180	\$235,556,037

## RECOMMENDATION

Approve the proposed resolutions.





**Appendix A-1: Scope of Services to be Provided**  
**Wu Yee Children's Services**  
**Early Care and Education (ECE) Integrated Services**  
**July 1, 2017 to June 30, 2020**

**I. Purpose of Contract**

The purpose of this grant is to provide Early Care and Education Integrated Services. The Grantee is central to the implementation of the OECE Citywide Plan for Early Care and Education (ECE), through the effective leveraging of state and federal child care subsidy opportunities for families as well as supporting the Early Learning Scholarship (ELS) goals of continuity of care and choice in high quality care options for families.

The ECE Integrated Services Grantee will manage:

- Oversight of local Early Learning Scholarship child care subsidy and eligibility system that includes:
  - Client eligibility and need determination, according to program type
  - Subsidy enrollment
  - Child care provider services, including orientation to voucher reporting
  - Rate setting for subsidy payments according to state and/or local policies
  - Administration and issuance of provider payments
  - State noticing/informing requirements and due process rights for applicants and enrolled families
  - Coordination and leveraging of the citywide subsidy system to ensure state and federal dollars are used before city/county funding whenever possible
- Tracking and reporting to assist with citywide planning related to utilization.
- Outreach and support to families through comprehensive ECE Resource and Referral services.

The overall program goals are to:

- Improve our system to seamlessly connect families to quality choices in a timely way;
- Broker assistance to pay for services when needed;
- Ensure providers are paid an enhanced local rate to support quality programming, while leveraging federal and state funding whenever possible; and
- Promote continuous participation in quality programs for children among target populations.

**II. Definitions**

0-5 Continuity	Target Population families who lose subsidy eligibility for state funding may continue in care until their child reaches kindergarten with annual eligibility redeterminations for state/federal funding
AP	Alternative Payment state contracted child care vouchers; AP Agencies are those public or private non-profit agencies contracting with California Department of Education to administer child care voucher programs

CalWORKs	California Work Opportunity and Responsibility to Kids, welfare-to-work program for families receiving Temporary Aid to Needy Families (TANF) cash aid.
CAPP	California Alternative Payment Program
CDE	California Department of Education
CDSS	California Department of Social Services
Comprehensive Fiscal Analysis (CFA)	The Comprehensive Fiscal Analysis was conducted by a national team of experts, providing an inventory of federal, state, and local investments. It proposes, approaches, and models for restructuring San Francisco's local early care and education investments. The CFA proposals and analysis is fundamental to the ELS redesign for the city. <a href="http://sfoece.org/wp-content/uploads/2016/04/CFA-Report.pdf">http://sfoece.org/wp-content/uploads/2016/04/CFA-Report.pdf</a>
CPAC	Childcare Planning and Advisory Council
DHS	San Francisco Department of Human Services, a division of HSA
ELS	San Francisco Early Learning Scholarships, which are local funds: 1) fully funded to the QRIS Tier 3 Cost; or 2) are an enhancement to a state or federally subsidized child, to reimburse at QRIS Tier 3. OECE may determine, over time, changes in costs or tiers for ELS reimbursement.
ELS-Bridge	Early Learning Scholarship (ELS) Bridge provides continuity of care for families who have lost eligibility in local and/or state subsidy programs. All low-income families receive continuity through the program year, while target population families may receive continuity until the child reaches kindergarten.
ELS-City	Early Learning Scholarships for which the city is paying the full tuition to the Tier 3 cost of quality.
ELS-Gap	Early Learning Scholarship (ELS) GAP provides local funding to cover the "gap," when one exists, between the maximum state subsidy reimbursement rate (i.e., Regional Market Rate or Standard Reimbursement) and the local QRIS Tier 3

ELS-PFA	San Francisco's Preschool for All program offering universal free part-day preschool for four-year olds enrolled in PFA programs
HSA	San Francisco Human Services Agency
Low-Income	Families under 85% of the State Median Income as determined by the California Department Education.
OECE	Office of Early Care and Education
P500	Project 500 is a San Francisco mayoral initiative that seeks to prevent the transfer of poverty from one generation to the next by providing meaningful pathways up and out of poverty, and by building an integrated and comprehensive system of care
Program Year Continuity	Low-income families who lose state subsidy eligibility may continue in care until the end of the program year, typically prior to fall through an ELS Bridge payment
QRIS	Quality Rating and Improvement System established by the State of California and adopted by San Francisco as a standard of quality. <a href="#">CA-QRIS Rating Matrix</a>
QRIS State Quality Block Grant	CDE funded state stipends for quality in Title 5 contracted settings. Also the basis for a local program for non-state contractors participating in the quality system.
Reasonable Notice	In CalWORKs reasonable notice will be 2 Grantee seeks (due to overpayment considerations). Any state regulatory requirements shall supersede all local contract requirements. Additional notice shall be provided when information is available. In City Child Care reasonable notice shall be 30 days. When Family & Children's subsidies are vouchered, reasonable notice shall be 30 days and will include notice to the child's Protective Services Worker in FCS.
Resource and Referral	Assisting parents in finding child care that best meets their family needs through the provision of robust, up-to-date information regarding licensed providers
SF3C	San Francisco Child Care Connection – A centralized eligibility and waiting list and support to assist low-income families in connecting with quality subsidized early care and education options
San Francisco Citywide Plan for Early Care and Education	The San Francisco Board of Supervisor's approved Early Care and Education plan to align early education goals, frameworks, funding, and outcomes targeting children birth through age five

### III. Target Population

The San Francisco child care system serves the needs of 0-5 year olds with a focus on low-income families. Target Population” families include: low-income African American children, low-income Latino children, low-income English Language Learners, families who are homeless, children at-risk of abuse and/or neglect or involved with child welfare, and children with special needs or disabilities.

Specific eligibility requirements for state funded programs are defined by their respective funding agencies (e.g., The California Department of Social Services funds CalWORKs Stage 1 which serves low-income CalWORKs eligible families while the California Department of Education funds CAPP which serves low-income families and CalWORKs Stages 2 and 3 which serves former CalWORKs aided families). Certain subsidy programs may also serve children 0 through 12 years of age. Early Learning Scholarship enhanced reimbursement rates are offered to qualified providers who achieve Tier 3 on the QRIS, subject to fund availability.

### IV. Description of Services

Grantee will provide the following Early Care and Education Subsidy Administration services:

- **Case Management:** Grantee will work across its internal departments to provide integrated case management services for target population families to help them achieve their goals.
- **Fiscal Leveraging:** Grantee will balance family choice and fiscal leveraging. On one hand, Grantee will counsel families on all applicable subsidized care options, emphasizing the importance of quality. Likewise, at certification and annual recertification meetings, Grantee will screen families for state/federal subsidies to attempt to use those funds to support families, whenever possible.
- **Continuity of Care** is a key component of the Office of Early Care & Education’s design of programs and policies that support families’ and children’s consistent engagement in quality early learning experiences. If a family loses a state or federal subsidy, Grantee will work with OECE and its other Integrated Services Grantee to ensure the child is considered for an ELS-Bridge subsidy. Families will be served by the same Subsidy Specialist to ensure seamless services. Grantee will assist in tracking the reasons families lose subsidy eligibility, with increased attention on those who fall out of eligibility at recertification.
- **Streamlining Services:** Grantee will continue to streamline all aspects of subsidy system administration and service delivery, with a focus on improving the experience for families and child care providers.

### *Need and Eligibility*

The process of determining need and eligibility in the ELS program will be carried out by Family Specialists. The Family Specialist position is an enhancement on the current Child Care Subsidy Caseworker role, filling all the case management responsibilities while moving this position to more specialized support for families and skills to manage across all the populations subsidized by the ELS. Additionally, to carry out the integrated services model, this position will share professional characteristics and core training with the Specialists in the R&R program in order to ensure a seamless approach across the elements. Included as part of the training for Family Specialists is a clear understanding of how the ELS funding is used to ensure that all children in the target population are receiving at least Tier 3 quality services. The Family Specialists will work directly with families to evaluate their eligibility for services. This process begins with an intake interview and needs assessment, using the same Initial Family Engagement approach included in R&R, Head Start and the FRC. The Initial Family Engagement tool will be adopted and added on to for the needs of ELS eligibility determination and administration, with an eye to maintaining the principles of the Head Start Parent, Family and Community Engagement Framework in the family approach.

The intake interview and assessment will focus on determining if families are eligible for ELS and are in the current target population. The intake process, whether enrolling new families or during re-certification, will also be used as a point to ensure leveraging of federal and state funding sources. To ensure the maximization of state and federal funds, Family Specialists will determine family eligibility and support the family in applying for such programs. These federal or state programs will include CalWORKs, Head Start/Early Head Start and Title 5. Specialists will continue to support families through the application process, ensuring continuity of care.

In addition, family eligibility will be re-determined by the Specialists according to OECE's programmatic standards. Through work with the CalWORKs administrator which uses the CC3 database, Wu Yee will work collaboratively to on an appropriate database interface for the transfer families across programs, addressing need and eligibility.

The Family Specialist will counsel and assist families in locating child care services, provide appropriate and timely support services to families and offer education on community resources. As part of this counseling and support to the target population families, the Specialist will ensure that families are supported in selecting a qualified provider, whether center-based or family child care, per the OECE provider qualification process. The Specialists will be focused on working with and enrolling families from the SF3C waitlist.

### *Engage with families and providers*

The Family Specialists work individually with families to assist them in making child care arrangements, including supporting them when needed to remain in continuous care from birth to five years of age. In order to ensure quality child care counseling services provided to families, Family Specialists will continue to participate in extensive cross-training to enhance their knowledge of the Family Child Care Quality Network and the quality frame driving the ELS. Specialists will educate parents with consumer information regarding the criteria required of providers to become part of such programs.

Family Specialists maintain a caseload of families who are accessing ELS, therefore families have a consistent, reliable relationship to support their child care needs. Additionally, through this relationship, Family Specialists will engage in other support activities to encourage parent-child relationship and engagement with early care and education programming. An example of such activities will be through regular emails sent to families (weekly or semi-monthly) with opportunities available in their community such as playgroups, workshops, parent or community events and articles on child development. These opportunities will support parent education and knowledge of child development, as well as increase parent knowledge and utilization of resources in their community. To ensure ongoing and open communication as part of family engagement and continual program improvement, Wu Yee will create informal and formal opportunities for feedback including a survey form for families to complete, possibly semiannually. This tool will support tracking of the family status, variables such as improvement of family life quality and family activities involving ECE; resources families need in other systems (housing, food, workforce and educational resources) and parental feedback on the program.

The ELS Specialists will use a parallel approach to engaging with providers, in order to facilitate a relationship-based approach that has long term benefits to the providers and the ELS system. Wu Yee will work with OECE to maintain accurate information on providers who are authorized as qualified ELS providers, as a result of the NOFA selection process. Wu Yee anticipates working through access to Cocoa to secure slot availability at the qualified Tier 3, or higher, providers and will adjust to utilize any new database as the system evolves and integrates. Wu Yee will train providers on using Cocoa yet is open to discussing how to merge Cocoa with other databases if this aligns with OECE's vision for a database system.

Provider engagement will also involve building the capacity of providers to use the Cocoa system and why utilizing the database is beneficial. In particular, with the ELS program new to all involved, training and support for providers should include supporting them in understanding the policies and procedures associated with this local subsidy approach. Provider requirements will be supported by utilizing the database, freeing up providers to focus more on quality of services. For instance, providers will be able to implement electronic sign in/out methods through Cocoa, which supports adhering to enrollment tracking and payment verification. Provider training will involve necessary supports for integrating these electronic functions in to their program

operations. As part of ELS training and technical assistance to providers, each Hub will have a kiosk for providers to upload and deposit monthly data into Care Portal for immediate access by the Provider Specialist, further streamlining processes for provider payments with limited access to technology. In order to support the administration of ELS funding to families who are homeless and with children with special needs, Wu Yee will need to apply community collaboration skills to partnering with the organizations who carry the contracts to deliver case management and the care to this population. These families receive wrap around supports tailored to their individual situation and their primary relationship is with the staff at these contractors, including Compass and Support for Families. Wu Yee's established partnership with these agencies to fully support families will be used to enhance ELS. For efficiencies in the administration of funding to support their child care, Wu Yee will partner with these providers in the same manner as all providers. Important information about services, enrollment and tracking, as well as the funding needs will come from partners with the homeless case management partners.

In partnership with OECE, Wu Yee will ensure that all providers and families who are receiving local subsidies are aware they are supported by City funds, from OECE, administered by Wu Yee. The branding of materials with the OECE logo is an important step in supporting this understanding. Wu Yee plans to include the OECE logo on checks, receipts, envelopes, family notifications and child care certificates. Wu Yee will create and disseminate information sheets offering detail on the ELS program, with input and final approval by OECE. The language used on these information sheets will be implemented across all family and provider information vehicles, such as websites, apps, training materials and organizational brochures and forms.

### *Enrollments and payments*

Specialists, in partnership with ELS supervisor and manager, are responsible for ensuring data on enrollments is complete and used in tracking and projecting of ELS utilization. Accurate enrollment information is important to the processing of provider payments as well as understanding the utilization needs of the ELS funding stream. Wu Yee will apply current enrollment tracking and projection methods to the full administration of ELS funding; these methods, including understanding family needs, communicating frequently with families and providers regarding needs, openings and eligibility, have resulted in consistently high utilization rates. Projections build on processing enrollment information and comparing it with monthly attendance data. Providers will be paid based on enrollments but attendance information is important to understanding the actual utilization of program slots and how this compares to enrollment projections. Family Specialists will continue to work with families and providers to ensure enrollment is utilizing at least 97% of ELS funding.

All ELS staff at Wu Yee will be involved in providing customer service to providers related to eligibility and payments. Regarding payments, staff will be responsible for the calculation of payments, transparency in the calculation process and ELS policies, and administration of the funding through checks to providers.

In February 2016, Wu Yee launched the Care Portal, an online repository available through the subsidy database, automating access to and the return of completed attendance sheets, payment calculation, as well as explanations of payments, articulating the source of monthly funding that is proprietary to the agency. In Wu Yee's current subsidy administration, the tracking and check cutting system has been built to delineate each type and source of funding, both within the actual database and on the provider's payment check.

#### **Other Services**

- Ensure there are signed confidentiality agreements for all of its staff and members of collaborating agencies' staff that have access to sensitive and protected information of families.
- In the event of a declared emergency, staff may be engaged as part of the city's response to the disaster/declared emergency. Grantee agrees to ensure staff receive city Emergency Response training, to be planned and delivered in coordination with the HSA Emergency Response Coordinator.
- Monitor child care subsidy eligibility, authorization, and utilization as prescribed by CDE policies and procedures. Monitor compliance internally utilizing state procedures for compliance monitoring in order to maintain grant performance within state error rate level.

#### **Grantee will provide the following Child Care Resource and Referral services:**

Wu Yee's R&R service delivery will include consumer education, quality and training, family and provider advocacy, and improved access to child care. By implementing the agency wide family engagement approach, comprehensive family assessment can take place. Therefore, a family that initially reaches out to inquire about child care is walked through a series of sensitive and culturally appropriate questions to identify what other supports they can benefit from, and for what other assistance programs they qualify. Providers also turn to Wu Yee when needing support around child care specific issues, support in addressing needs and gaps, and problem-solving in a team approach to ensure children are receiving the best care possible.

In support of the Citywide Plan, families are prioritized based on need. The level of comprehensive services and follow-up families receive is based on the complexity of needs that are initially identified in the family assessment process. Children in the target populations are provided with even more comprehensive counseling and enhanced referral services, and are followed for a specific time period in order to ensure that the coordinated resources and services they are provided with are meeting all identified needs.

Family engagement occurs through various channels, including direct outreach, marketing strategies, and community-wide events. Effective outreach consists of broader community events that are accessible to both participants and community members. The community hubs will be used as locations for events intentionally geared toward the



target population, including health and family resource fairs for specific target populations. Wu Yee currently offers office hours at agencies serving high need families. Moving forward, the community hub model will continue to enhance targeted outreach into high need zip codes.

### **Intake and referral**

All families accessing support from Wu Yee complete an initial needs assessment intake that staff use to identify appropriate programs and services to link families with all available resources, including child care, housing, employment assistance, and public benefits. Intake staff engage in a relationship-based discussion with families. This discussion identifies goals, strengths, and needs; all this information is then used to move a family to where their long-term service relationship will be. This discussion also allows staff to determine if families are eligible for multiple early learning programs such as EHS/HS, home visiting, or state funded programs. This system also allows for an expedited process, where families receive the most appropriate resources in the most efficient manner.

Wu Yee will use a relationship-based approach when working with providers who are also in need of information and support. Provider inquiries are tracked just as families are to ensure efficacy and appropriateness of support and information provided. Wu Yee also recognizes capacity building among front-line professionals outside of its own organization is imperative to improve the quality of intake and referral in the community. Therefore, partnering with the other R& R to deliver co-location services housed at the County HSA building will be implemented to best support families in receiving appropriate services, by increasing the capacity of County employees to best process clients through training opportunities and technical assistance. In addition, through the community hub model, Wu Yee will have R&R services physically available in different locations throughout the city supporting the level of quality that families receive when it comes to intake and referral. Wu Yee will strive to build the capacity of numerous community professionals to function like its own R&R staff through professional training and capacity building opportunities for providers and service partners, including EHS/HS staff, Title 5 providers, and WIC staff.

### **Consumer Education**

One of the main components of R&R is strong consumer education. Wu Yee will move towards a consumer engagement model which aligns with federal goals in providing families required information on child care services, health and safety, assistance programs, developmental screenings, and quality ratings for providers. This is achieved through a two-way, mutually-respectful process that consists of outreach and awareness, consumer education, co-learning, and sharing of information.

The first step in consumer engagement is to partner with families in learning about child care options and quality factors. Wu Yee staff initiate this process by identifying existing resource and support systems, providing consultation on local early care and education programs, informing parents of subsidized care, and providing other resources and financial supports. Once referrals for child care are generated, staff are sure to include

names of caregivers and contact information, and quality indicators for accreditation, group size, staff to child ratio, health and safety, and family involvement. **Wu Yee will include real-time vacancy data as part of its referrals.** Wu Yee clearly states to families that these are only referrals, and not recommendations. Families have access to information regarding procedures for licensing/ monitoring childcare providers and background checks. Wu Yee also makes provider-specific information, including the results of monitoring reports, available to families both in print and electronically.

Wu Yee recognizes that different modalities need to be in place for families to access accurate and up-to-date child care information. Families can access resource and referral information either in-person, on line, or by phone. Wu Yee also houses a database, where providers can provide contact information on their center, current rates, current vacancies, and other pertinent information. An additional aspect of consumer engagement also includes supporting parents in determining eligibility for child care payment assistance, scholarships, and subsidies.

Materials and services used for consumer engagement must be culturally and linguistically appropriate. Materials will be translated into Chinese and Spanish. In addition, Resource and Referral Specialists communicate and engage with parents in their first language, and workshops and weekly ECE classes are also conducted in parents' home language to ensure true understanding of the information shared.

### **Provider training**

Wu Yee also offers various quality improvement programs to support child care providers, and help those who seek to become providers, in addition to supporting programs to reach Tier 3 in their quality rating. Wu Yee implements the Child Care Provider Training program which offers professional and business development support for family child care providers in San Francisco. This program provides training, technical assistance, one-on-one coaching, consultation, and financial support. These resources are offered across the spectrum of provider needs, including those participants who are seeking to start a new program, providers that are looking to expand current programs, and for programs that seek ongoing quality improvement. Support offered also includes assisting participants in applying for initial licensure to operate a family child care business, and supporting current providers operating a licensed facility with retaining or expanding their businesses and applying for subsidy.

The community hub approach that will be implemented as part of Wu Yee's integrated services allows for a coordination of services in terms of training and technical assistance. Based on the federal goals outlined, providers should have access to trainings that prepare child care staff to work with different age groups, English learners, and children with disabilities. In addition, child care providers will have access to technical assistance to best support quality improvements. This includes a professional development plan, created in partnership with provider support staff. To the extent possible professional development is customized based on multiple sources of evaluative data and conducted

in small group cohorts with initialized follow up from content coaches and consultants for fidelity of practice.

**Grantee will provide the following CalWORKs outreach, education, and application assistance services:**

- Educate families accessing Grantee's services about CalWORKs program and its array of benefits and services.
- Organize and coordinate with CalWORKs liaison to ensure families attend appointments at the HSA office at 170 Otis Street. Accompany families to appointments as needed.
- Assist families in navigating the CalWORKs application process
- Work together with HSA to develop culturally appropriate CalWORKs outreach materials and to provide feedback on existing CalWORKs materials.
- At the end of 6 months, Grantee and HSA will meet to review and evaluate progress towards services and outcome objectives adjusting objectives and needed.

**Human Services Agency Will Provide:**

- CalWORKs liaison to support Grantee at 170 Otis clients through application process
- Training to Wu Yee staff on basic eligibility and pre-screening.

**V. Location and Time of Services**

Grantee shall operate at 827 Broadway Street, San Francisco, California 94133, and other hub locations to be determined with OECE.

**VI. Service Objectives**

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

**Integrated Services Early Learning Scholarships SERVICE OBJECTIVES:**

- Administer ELS-City and case management services for minimum 462 children per year.
- Offer training and technical assistance to a minimum of 100 providers, topics including: real-time openings for care, online reporting and uploading documents into the child care database.
- Refer 100% of ELS-City families to complete a Head Start application to apply for child care and place them back to the SF3C waiting list when their children turn 2.5yrs.
- Determine eligibility for a minimum of 30 children from ELS - City back to a state/federal subsidized slot.
- Provide accurate monthly projections and revenue reports based on the program budget allocations.

- Provide timely dispersal of funds, using accurate projections, enrollment practices, and revenue reporting.

**Resource and Referral SERVICE OBJECTIVES:**

- 250 target population families will be offered comprehensive counseling and referral services including at least one follow-up contact within 7 days of making the referral. All other families shall receive a follow up within 21 days of service delivery.
- Contact at minimum 3000 target population families through flyers, phone calls, and emails with information regarding available R&R services. This will be accomplished with a comprehensive and citywide outreach plan to be approved by OECE.
- Offer counseling services in multiple languages in person, over the phone, via email, and live chat during operating hours of 9-5, M-F. Additionally, counseling services will be extended 1 Saturday a month..
- Create and distribute 10,000 pieces parent and provider education materials in English, Spanish and Chinese to help parents understand the ECE system in San Francisco and the financial assistance option available. These materials shall be available online and through in-person counseling sessions.
- Enroll and assist 750 families with their enrollment and updates in SF3C.
- Screen 300 families for public benefits, housing assistance and CalWorks and provide referrals to families who are eligible to the appropriate agency.
- Provide a minimum of 3 CPR/First Aid Trainings quarterly in English, Spanish and Chinese, targeting licensed providers in the ELS Network. Participants will be eligible for scholarships/cost reimbursement through state and local funding until depleted. In year one, 6 CPR/First Aid Trainings will occur; in years two and three all the trainings will be held annually.
- Provide a minimum of 1,000 hours of kiosk R& R services between two HSA sites, including 170 Otis and a 2nd HSA site to be decided between Grantee and OECE.
- Grantee will organize and attend collaboration meetings with OECE at least on a quarterly basis, to ensure that services are provided efficiently and without duplication of efforts.
- At the request of OECE, Grantee will create and deliver monthly ad hoc reports about the populations accessing services.
- Provide parent education workshops in English, Spanish and Chinese for 200 parents.
- Provide provider engagement through quarterly newsletters (mail and email), totaling 3,000 points of contact, to all providers in the service area which will share relevant community resources, Community Care Licensing updates and OECE updates.
- All 6 of the Resource and Referral staff and 9 of the Early Learning Scholarship staff will be cross trained to update provider information into all databases used by agency.

**Outreach, Education and Application Assistance SERVICE OBJECTIVES:**

- Screen 750 Chinese families for CalWORKs eligibility per year
- Create a minimum of 5 new culturally appropriate outreach materials that are approved by CalWORKs HSA
- A minimum of 6 bi-monthly CalWORKs 101 workshops in Chinese per year
- Quarterly focus groups with eligible clients who do not enroll into CalWORKs
- Produce a year-end report summarizing the challenges and success of the first year.

***Months 1-3***

- Conduct at least 1 CalWORKs 101 workshop in Chinese.
- Develop at least 2 new culturally appropriate outreach materials that are approved by CalWORKs Human Services Agency

***Months 4-6***

- Ensure that at least 20 families per month attend appointments at 170 Otis and assist in navigating the CalWORKs application process

***Months 7-12***

- Ensure that at least 30 families per month attend appointments at 170 Otis and assist in navigating the CalWORKs application process

**VII. Outcome Objectives**

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

**Integrated Services Early Learning Scholarships OUTCOME OBJECTIVES:**

- Grantee will ensure adequate enrollment to utilize a least 97% of the child care subsidy funding available.
- Grantee will conduct a survey annually to assess progress, with the goal of 85% of served families and providers who respond will rate the Grantee at least a three out of five-point scale for overall satisfaction at the end of first year.
- Grantee will implement a phased plan for ongoing quality improvement for subsequent program years resulting in 90% of served families and providers who respond will rate the Grantee at least a four out of five-point scale for overall satisfaction.
- Grantee will conduct a survey of case managed families at the end of the 3rd quarter of each grant year. A minimum of 90% of served families who respond to the survey will rate the Grantee at least a three on a five-point scale regarding whether the Grantee was helpful in assisting with their child care needs.
- In a survey conducted by the Grantee at the end of the 3rd quarter of each grant year; a minimum of 90% of child care providers will rate Grantee as at least a three on a five-point scale regarding the Grantees administration of child care services.

- In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 90% of child care providers responding will rate Grantee as at least a three on a five-point scale regarding the timeliness of payments.
- In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 90% of child care providers responding will rate Grantee as at least a three on a five-point scale regarding that their payments are accurate.
- In a survey conducted by Grantee at the end of the 3rd quarter of each grant year, a minimum of 90% of child care providers and families who respond will rate they are aware that they are supported by City Funds administered by OECE.

**Resource and Referral OUTCOME OBJECTIVES:**

- By August 31<sup>st</sup>, 2017, all of the requirements of the shared database and online search functionality, as listed in the Description of Services, are completed and in use.
- Annually attract a minimum of 1,000 visitors to the Resource and Referral website who complete an online search of the provider database.
- A minimum of the 90% of target populations parents responding to an anonymous parent survey issued in multiple languages to a minimum of 300 parents to rate the R&R services as helpful in finding a quality care arrangement.
- Annually, a minimum of 200 providers will participate in the CPR/First Aid certification and recertification courses.
- Annually, R&R counseling services will be accessed by a minimum of 1500 families through in person appointments, phone calls, email and live chat.
- Pre-register 95% of eligible families with Emergency back-up/Mildly Ill child care services and also connecting families with Rapid Response child care as needed.
- Connect at a minimum of 25 children with special needs to successful child care placements and referral to Support for Families.
- At least 90% of all families served by R&R will receive a follow-up call within 21 business days to ensure successful connection to other services and to promote family engagement.

**Outreach, Education, and Application Assistance OUTCOME OBJECTIVES:**

- A minimum of 100-150 families will successfully enroll in CalWORKs annually
- In months 4-6, a minimum of 10-20 families monthly will successfully enroll in CalWORKs
- In months 7-12, a minimum of 20-30 families monthly will successfully enroll in CalWORKs

### **VIII. Monitoring Activities**

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

### **IX. Reporting Requirements**

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

#### **A. Report Schedule**

Monthly reports shall be sent no later than the 25th day following the end of the respective reporting period. An annual final report for final adjustments shall be submitted by July 31 for the fiscal year ending June 30. Quarterly and annual reports shall be sent no later than the last day of the month following the end of the respective reporting period.

#### **B. Monthly Reports**

1. By program: Parent name, Social Security number, number of unduplicated children and unduplicated families, number of children per parent and amount of child care paid. The report will provide monthly and cumulative statistics including type of care provided. Monthly reports will clearly track comparative monthly tracking of children served/amount paid/average cost per child per month. Reports will meet state and federal tracking requirements.
2. Grantee will participate in evaluation requests pertaining to ELS activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, Grantee and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by OECE.
3. Provide a monthly summary report on subsidy child care projections and enrollments that illustrates the achievement of the subsidy Service Objectives identified above.

4. Provide bi-annual subsidy and licensing data updates to be coordinated with OECE investments and other city funded investments previously tracked through "GEOMAP". This data will also be used for CPAC Needs Assessment updates.
  5. Grantee shall be responsible for all state and federal reporting requirements including, but not limited to: unduplicated child counts, type of care received, cases where no care was available, federal and non-federal child care cases and state contract renewal application processes. Coding for fiscal claiming will be maintained and modified as state policy changes require.
  6. Grantee shall develop and deliver ad hoc reports (for zip code, etc.) as requested by the Department for the purpose of analyzing the impact or potential impact of proposed and actual state policy changes and for the CPAC Needs Assessment.
  7. Grantee shall comply with all state reporting requirements and changes in reporting per state deadlines.
  8. OECE shall provide Grantee with All County Letters, Contract Letters, Applications for Refunding, and other communications from the California Department of Social Services and the California Department of Education, as relevant.
- C. Quarterly Reports**
1. Grantee will submit a third quarter report to summarize the achievement of the service and outcome objectives for Subsidy Programs for the first three quarters of the grant term. This report shall also include summary demographic information - gender and ethnicity of the unduplicated clients served over the three quarter period. This report is due by April 30 of each year.
  2. Develop voucher quality penetration reports, detailing the number of vouchers enrolled during the quarter in San Francisco licensed providers.
- D. Annual Reports**
1. Grantee will provide annual performance report regarding progress on service objectives for subsidy programs.
  2. Grantee shall provide an annual report on the demographics of the child care providers by zip code.
- E. Grantee will produce subsidy system ad hoc reports relevant for child care planning and eligibility confirmation for evaluations and research as requested by the DHS Child Care Manager and as deemed as appropriate by the Grantee and the Department. Grantee shall develop and deliver ad hoc reports (for zip code, rate change projections, level of care utilization, concurrent eligibility of families in other programs, etc.) as requested by the Department.**
- F. Audit Response**
- Grantee will produce and submit corrective action plans related to any state and local audits, including, but not limited to, APMU (Alternative Payment Monitoring Unit reviews.)



- G.** Monthly subsidy projection reports are to be submitted via email to the following:
1. Chief Operating Officer, (Sandra.Naughton@sfgov.org), and
  2. Subsidy Analyst, (Jason.Holthe@sfgov.org)
  3. Contract Manager, (Steve.Kim@sfgov.org)
- H.** All other reports including Monthly, Quarterly and Annual Reports will be entered into the Contracts Management System (CARBON). Contact information is above for assistance with reporting requirements or submission of reports.

	A	B	C	D	E
1	Appendix B-1, Page 1				
2					
3	<b>HUMAN SERVICES AGENCY BUDGET SUMMARY</b>				
4	<b>BY PROGRAM</b>				
5	Name			Term	
6	Wu Yee Children's Services			July 1, 2017 - June 30, 2020	
7	(Check One)    New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod.		No. of Mod.		
9	<b>Program: Early Care and Education (ECE) Integrated Services</b>				
10	Budget Reference Page No.(s)				7/1/2017 - 6/30/2020
11	Program Term	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	Total
12	<b>Expenditures</b>				
13	Salaries & Benefits	\$998,702	\$1,028,663	\$1,059,523	\$3,086,888
14	Operating Expense	\$226,369	\$229,788	\$230,108	\$686,265
15	<b>Subtotal</b>	<b>\$1,225,071</b>	<b>\$1,258,451</b>	<b>\$1,289,631</b>	<b>\$3,773,153</b>
16	Indirect Percentage (%)	12%	12%	12%	
17	Indirect Cost (Line 16 X Line 15)	\$147,003	\$151,014	\$154,757	\$452,774
18	Capital Expenditures	\$1,000			\$1,000
19	Direct Client Passthrough	\$8,082,594	\$8,082,594	\$8,082,594	\$24,247,782
20	<b>Total Expenditures</b>	<b>\$9,455,668</b>	<b>\$9,492,059</b>	<b>\$9,526,982</b>	<b>\$28,474,709</b>
21	<b>HSA Revenues</b>				
22	General Fund	\$9,067,678	\$9,104,069	\$9,138,992	\$27,310,739
23	State/Federal Funds	\$387,990	\$387,990	\$387,990	\$1,163,970
24					
25					
26					
27					
28					
29					
30	<b>TOTAL HSA REVENUES</b>	<b>\$9,455,668</b>	<b>\$9,492,059</b>	<b>\$9,526,982</b>	<b>\$28,474,709</b>
31	<b>Other Revenues</b>				
32					
33					
34					
35					
36					
37	<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
38	Full Time Equivalent (FTE)	13.63	13.63	13.63	13.63
40	HSA-CO Review Signature: _____				
41	HSA #1				

Program Name: Early Care and Education (ECE) Integration Services  
 Wu Yee Children's Services

**Salaries & Benefits Detail**

07/2017 - 06/2018      07/2018 - 06/2019      07/2019 - 06/2020

11	12	Agency Totals		For HSA Program		For DHS Program			TOTAL
		Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Total Budget Salary
15	ELS Manager	\$75,000	1.00	100%	1.00	\$75,000	\$77,250	\$79,568	\$231,818
16	Family Services Supervisor	\$60,000	1.00	100%	1.00	\$60,000	\$61,800	\$63,654	\$185,454
17	Family Services Specialist(s)	\$50,000	5.00	100%	5.00	\$250,000	\$257,500	\$265,225	\$772,725
18	Scholarship Specialist(s)	\$50,000	2.00	100%	2.00	\$100,000	\$103,000	\$106,090	\$309,090
19	Family Services Director	\$100,000	1.00	0.03	0.03	\$2,500	\$2,575	\$2,652	\$7,727
20	Resource and Referral Manager	\$75,000	1.00	60%	0.60	\$45,000	\$46,350	\$47,741	\$139,091
21	R&R Supervisor	\$60,000	1.00	60%	0.60	\$36,000	\$37,080	\$38,192	\$111,272
22	Resource and Referral Specialist(s)	\$52,000	4.00	60%	2.40	\$124,800	\$128,544	\$132,400	\$385,744
23	Outreach Specialist	\$52,000	1.00	100%	1.00	\$52,000	\$53,560	\$55,167	\$160,727
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36	TOTALS	574,000.00	17.00	683%	13.63	\$745,300	\$767,659	\$790,689	\$2,303,648
37									
38	FRINGE BENEFIT RATE	34%							
39	EMPLOYEE FRINGE BENEFITS	\$195,160				\$253,402	\$261,004	\$268,834	\$783,240
40									
41									
42	TOTAL SALARIES & BENEFITS	\$769,160				\$998,702	\$1,028,663	\$1,059,523	\$3,086,888
43	HSA #2								

	A	B	C	D	E	F	G	H	I
1									
2									
3									
4	Program Name: Early Care and Education (ECE) Integration Services								
5	Wu Yee Children's Services								
6									
7									
8									
9									
10									
11									
12	<b>Operating Expense Detail</b>								
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									

	A	B	C	D	E	F
1						Appendix B-1, Page 4
2						
3						
4		Program Name: Early Care and Education (ECE) Integration Services				
5		Wu Yee Children's Services				
6						
7		<b>Program Expenditure Detail</b>				
8						
9						7/1/2017 - 6/30/2020
10	<b>EQUIPMENT</b>	<b>TERM</b>	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	<b>Total</b>
11	No.	ITEM/DESCRIPTION				
12		Laptop Computers (1)	\$1,000			\$1,000
13						
14						
15						
16						
17						
18						
19						
20	<b>TOTAL EQUIPMENT COST</b>		<b>\$1,000</b>	<b>0</b>	<b>0</b>	<b>\$1,000</b>
21						
22	<b>R E M O D E L I N G</b>					
23	Description:					0
24						0
25						0
26						0
27						0
28						0
29	<b>TOTAL REMODELING COST</b>		<b>\$0</b>	<b>0</b>	<b>0</b>	<b>0</b>
30						
31	<b>TOTAL CAPITAL EXPENDITURE</b>		<b>\$1,000</b>	<b>0</b>	<b>0</b>	<b>\$1,000</b>
32	<b>(Equipment and Remodeling Cost)</b>					
33	<b>HSA #4</b>					

<b>ELS Salary Detail</b>
<b>ELS Manager:</b> Responsible for integrity of the integrated services model and the ELS components to ensure quality services deliveries to all families. The Manager plans and implements systems and services for the ELS program, and ensures program compliance and efficiency, and provides supervision to the Family Services Supervisor. Allocated 100% to ELS, of which grant covers full allocation.
<b>Family Services Supervisor:</b> Responsible for implementation of ELS including contract compliance, supervision, staff training and inter-agency communication. Responsible for knowledge of federal, state and local regulations, policies and procedures and best practice for administering citywide subsidies and will work with the ELS Manager to standardize procedures and fidelity of practices for the program. Supervise Family Services Specialists. Allocated 100% to ELS, of which grant covers full allocation.
<b>Family Services Specialist(s):</b> Responsible for working with families to evaluate their eligibility for ELS. The Specialist conducts intake interviews and needs assessments with all eligible target population families. Responsible for counseling and assisting families in locating child care services, providing appropriate and timely support services and education about community resources. Five FTE, allocated 100% to ELS, of which grant covers full allocation.
<b>Scholarship Specialist(s):</b> Responsible for the accurate and timely calculation of monthly child care provider attendance sheets; and the ELS rate enhancement for state and federal contracted and vouchered subsidy enrolled children in which the rate is below the QRIS Tier 3 threshold. Two FTE, allocated 100% to ELS program, of which grant covers full allocation.
<b>Family Services Director:</b> Responsible for the leadership, strategic direction, management, coordination and compliance of the following programs: Joy Lok Family Resource Center(FRC), Early Learning Scholarship (ELS) and Resource and Referral (R&R). The Director reports to the Chief Programs Officer. Allocated 3% to R&R, of which grant covers full allocation.
<b>Resource and Referral Manager:</b> Responsible for leading, planning and implementing the Resource and Referral program. This position will work in partnership with ELS to ensure integrated services to families and child care providers by supervising the Citywide Resource and Referral services, including Child Care referrals, subsidy child care systems, parent education, community outreach, data analysis and advocacy. Allocated 100% to R&R, of which this funding covers 60%, 40% covered by state R&R funding.
<b>R&amp;R Supervisor:</b> Responsible for supervising the R&R Specialists and developing their capacity to support child care providers in ensuring families have access to quality providers. Supports the Specialists in offering technical assistance, resources, and training to child care providers, and ensures data is up to date in internal databases. One FTE, allocated 100% to R&R, of which the grant funds 60%, state R&R funds cover 40%.
<b>Resource and Referral Specialist(s):</b> Responsible for providing comprehensive support to families, child care providers and the community in finding, planning for, and providing affordable, quality child care options. The Specialists will serve all families in San Francisco but will focus on underserved target populations and supports system of child care and social services across R&R and ELS. Four FTEs, allocated 100% to R&R, of which this funding covers 60%, state R&R funding covers 40%.
<b>Operating Detail - ELS</b>
<b>Expenditure Category</b>

<p><b>Rental of Property</b> Allocated by the organization to each program according to FTE, assuming 100 sqft per FTE. (see cost allocation.) Rent is budgeted at \$4 per sqft. (<math>\\$4.00 \times 12 \text{ mos.} \times 12.63\text{FTE} \times 100\text{SQFT}</math> total \$60,624).</p>
<p><b>Utilities (Elec, Water, Gas, Phone, Scavenger)</b> Estimated at \$600 per FTE, annually, for office and meeting facilities, for 12.63FTE. (<math>\\$600 \times 12.63 \text{ FTE}</math>, total of \$7,578)</p>
<p><b>Office Supplies, Postage</b> Funds for supplies needed to maintain program and administrative operations, a comparative price analysis is conducted to ensure the lowest market rate. Examples of office supplies include: envelopes, copier paper, pens, toner, computer supplies, training supplies, binders, staples, paper clips, etc.(\$1,200/per staff member, annually, 12.63 FTE. total of \$15,156)</p>
<p><b>Building Maintenance Supplies and Repair</b> Estimated \$10.87 per square foot, 100 square feet per employee. (<math>\\$10.87 \times 100\text{SQFT} \times 12.63\text{FTE}</math> total \$13,729).</p>
<p><b>Printing and Reproduction</b> Printing and Reproduction includes all printed material and copier leases, toner and paper for program. Estimated at \$600 per FTE, annually. (<math>\\$600 \times 12.63 \text{ FTE}</math>, total of \$7,578)</p>
<p><b>Insurance</b> General Insurance is estimated to be \$271.74 per FTE, annually, for 2017. (<math>\\$271.74 \times 12.63 \text{ FTE}</math>, total of \$3,432).</p>
<p><b>Staff Training and Meetings:</b></p> <ul style="list-style-type: none"> <li>• Registration for ELS staff to attend CAPP in Sacramento, 6 staff, 3 days, \$1,285/person, total of \$10,023. (for 2 staff: allocated 60% to this funding for total of \$2313).</li> <li>• ELS Professional Development: Support staff training in areas of customer service, family support, inclusion training, family child care support, child development, and database support. Allow for four trainings/year, \$500/registration, 9 staff, total of \$4,500.</li> <li>• Work related skill training opportunities for each staff, at their request, \$150/registration, 9 staff total of \$1,350.</li> <li>• Meeting expense \$250 per months , 12 months = \$3,000</li> </ul>
<p><b>Staff Travel (Local &amp; Out of Town):</b> Support for staff in completing local outreach, Provider traveling, community meetings, and statewide meetings.</p> <ul style="list-style-type: none"> <li>• ELS staff monthly bus pass for 7 staff, \$91/month, 12 months, total of \$7,644</li> <li>• ELS staff parking expense and mileage, estimated \$1,000 annually.</li> </ul>
<p>CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE</p>
<p><b>CPR/First Aid Certification Training:</b> Costs to have staff certified as CPR/First Aid Trainers, 3 staff, \$1,000/staff, total \$3,000, for year one. One staff member in years two and three, allowing for staff turn over.</p>
<p><b>Graphic Designer:</b> Support for design of R&amp;R materials, aligning with Integrated Services model; \$1,000 contract.</p>
<p>OTHER</p>
<p><b>Bank Fees:</b> Estimated Bank Costs for check stock and monthly fees, \$375/month X 12 months = \$4,500</p>

**ELS Training and Outreach:**

- Outreach specific marketing materials including incentives for Providers (pens, totes, refreshments, raffle items and food), \$300/event, 1 events/month, 12 months, total of \$3,600.
- Outreach postage and mailing materials including surveys: ELS program family and provider mailings: 200 mailings for providers/month, 12 months, 900 mailings for provider and parent survey, 4 times a year. 6,000 mailings at \$0.49 mailing, total of \$2,940.
- ELS Program Supplies: Color printing for providers and parents, 500 sheet average per activity, 12 activities each year, 6,000 sheets total. Color copy paper for color printing (brochures, outreach materials, training materials, etc.): \$15 per 500 sheets, 6,000 total sheets/500 sheets per set, 12 sets total, \$15/each, total of \$180. Color printer toner \$150/1000 sheets, 6,000 total sheets/1,000 sheets per toner, 6 toners at \$150 each, total of \$900. Color printing for providers/parents, total of \$980

ELS family and provider files, the number of provider files is based on the number of families, materials for staff to conduct daily operations of program: 600 Family files, 300 Provider Files, total of 900 files at \$2.50/file, \$2,250. Provider file labels, 300 files, \$1.20/label/file, \$360 total. Program file total of \$2,610.

**Translation:** Language translation to support families and providers when needed in ELS administration. Interpreter cost \$80/hour, approximately 20 cases need translation, 3 hours each annually, total of \$4,800.

**Software/licenses:** User fees and monthly charges for care portal and automated system to reach families/providers.

- \$14,712 for 10 users, subsidies care portal
- \$3,600 (\$300/month) for the email, robot call and text messaging for appointment reminder and care ending notice.

**Provider Training on CPR/First Aid:** Support for equipment and materials \$200/training. Rental space for trainings, \$250/training. Scholarship resource to administer to licensed providers, \$45/provider. Year one, 6 trainings, 100 providers, total of \$7,200; Years two and three, 12 trainings each, 200 providers/year, \$14,400 total/year.

**Technology:**

- Mobile Hotspot device for R&R Specialists cost \$50 / unit X 4 units = \$200
- 1 portable projectors to host workshops and training \$300 per unit X 1 = \$300
- Mobile scanners for each R&R Specialist to scan provider and family documents remotely \$100 per unit X 4 units = \$400
- Cell phone reimbursement = 3.6 staff (R&R staff only) at \$25 per month = \$1080

**Outreach:** \$1000 registration fee for participating in Sunday Street, annually; one family event per month, in English, Spanish, and Chinese, reaching 250 parents, \$300 for food and materials to host/event, \$200 for educational materials and incentives/event, \$500 each event, 12 events for a total of \$6,000.

**Subscriptions and memberships:** \$3,280 for National Database System subscription and \$5,902 for California Resource and Referral Network membership, based on their calculation approach of 2% of one's CDE contract.





Edwin M. Lee, Mayor

Department of Human Services  
Department of Aging and Adult Services

Trent Rhorer, Executive Director

**MEMORANDUM**

**TO:** HUMAN SERVICES COMMISSION

**THROUGH:** TRENT RHORER, EXECUTIVE DIRECTOR, HSA  
SEPTEMBER JARRETT, EXECUTIVE DIRECTOR, OECE

**FROM:** SANDRA NAUGHTON, CHIEF OPERATING OFFICER, OECE  
DAN KAPLAN, DEPUTY DIRECTOR, HSA

**DATE:** APRIL 20, 2017

**SUBJECT:** NEW GRANT: **CHILDREN'S COUNCIL OF SAN FRANCISCO (NON-PROFIT) & WU YEE CHILDREN'S SERVICES (NON-PROFIT) TO PROVIDE EARLY CHILDHOOD EDUCATION (ECE) INTEGRATED SERVICES**

		<u>Contingency</u>	<u>Total</u>
<b>GRANT TERM:</b>	7/1/2017- 6/30/2020		
<b>GRANT AMOUNT:</b>	\$214,141,852	\$21,414,185	\$235,556,037
<b>ANNUAL AMOUNT:</b>	FY 17/18      FY 18/19      FY 19/20 \$71,167,685    \$71,376,234    \$71,597,933		
<b>Funding Source</b>	<u>County</u>	<u>State/Fed</u>	<u>Contingency</u> <u>Total</u>
<b>FUNDING:</b>	\$151,730,212	\$62,411,640	\$21,414,185    \$235,556,037
<b>PERCENTAGE:</b>	71%	29%	100%

The Department of Human Services (DHS) and the Office of Early Care and Education (OECE), requests authorization to enter into new grant agreements with the Children's Council of San Francisco and Wu Yee Children's Services for the period of July 1, 2017 to June 30, 2020, in an amount of \$214,141,852 plus a 10% contingency for a total amount not to exceed \$235,556,037. The purpose of the grant is to provide Early Care and Education (ECE) Integrated Services.

<b>Grantee</b>	<b>FY17/18</b>	<b>FY18/19</b>	<b>FY19/20</b>	<b>FY17/20 Total</b>
Children's Council of San Francisco	\$61,712,017	\$61,884,175	\$62,070,951	\$185,667,143
Wu Yee Children's Services	\$ 9,455,668	\$ 9,492,059	\$ 9,526,982	\$ 28,474,709
<b>Total for ECE Integrated Services</b>	<b>\$71,167,685</b>	<b>\$71,376,234</b>	<b>\$71,597,933</b>	<b>\$214,141,852</b>

## Background

The Francisco Citywide Plan for Early Care and Education envisions a seamless system of continuous access to high quality early education services for young children 0-5 and their families. Central to this vision is providing a fair rate to the service providers, which better reflects the cost of providing quality services. Empowering families with information to choose a high quality, early care and education option for their child is also central to the vision. The plan established target populations for whom services are prioritized.

Under the guidance of the San Francisco Office of Early Care and Education (OECE) in partnership with the San Francisco Human Services Agency (SF-HSA) ECE Integrated Services partner(s) will:

- Improve outreach, information and enrollment to seamlessly connect families to quality child care choices in a timely way;
- Broker assistance to families to pay for services when needed;
- Ensure providers are paid an enhanced local rate to support quality programming , while leveraging federal and state funding whenever possible; and
- Promote continuous participation quality child programs for children among target populations, and, if needed, draw or adjust funding sources drawn on to ensure continued participation in programming.

The Children's Council of San Francisco and Wu Yee Children's Services were selected for implementation of the Citywide Plan, through the joint competitive solicitation by the San Francisco Office of Early Care and Education (OECE) in partnership with the San Francisco Human Services Agency (SF-HSA)

### **Services to be Provided**

Both ECE Integrated Services Grantees will deliver subsidy administration and resource and referral services, which are described below.

#### Subsidy Administration Services:

- 1) Administration of state/federal subsidies such as CalWORKs Stage 1, CalWORKs Stage 2, California Alternative Payment Program, Family Children Services, Project 500, QRIS Block Grant, including the following services:
  - Need and eligibility determination and redetermination.
  - When appropriate (e.g., CAPP) enrolling subsidy eligible families from SF3C.
  - Subsidy payment and family fee calculation, authorization, and issuance including calculating and administering the ELS GAP funding wherever the state/federal rate is below the QRIS Tier 3 rate.
  - Calculate and administer Quality Block Grant extension funding (locally funded) for state vouchers.
  - Record keeping, data reporting, and noticing.
  - Ensuring parent choice through subsidy determined allowable care options (e.g., licensed center, licensed Family Child Care, license-exempt providers such as family, friend and neighbors meeting state license-exempt eligibility criteria).
  - Fingerprinting (using the Trustline system) all license-exempt care providers as specified and required by state law.
  - Adherence to all state and federal program requirements related to the administration of respective subsidized child care programs.
  - Financial reporting, projections, and claiming to appropriate revenue sources.
- 2) Administration of local subsidies such as OECE's Early Learning Scholarship funding, Preschool for All, and local QRIS Block Grant, including the following services:
  - Need and eligibility determination and redetermination for local ELS child care.
  - Only enroll eligible families from the local centralized waiting list, SF3C.
  - Subsidy payment and family fee calculation, authorization, and issuance in accordance with the ELS funding standards including calculating and administering the ELS enhanced rate wherever the state/federal rate is below the QRIS Tier 3 rate.
  - Calculate and administer Quality Block Grant extensions (locally funded) to ELS vouchers/anchored spaces.
  - Record keeping, data reporting, and noticing.
  - Ensuring parents are able to find and select a licensed child care provider eligible to serve locally subsidized families (i.e., child care providers at a Quality Tier 3 or higher on the QRIS).
  - Adherence to OECE - ELS Program Requirements related to the administration of subsidized child care.
  - Financial reporting, projections, and claiming to appropriate revenue sources.
- 3) Provide eligibility redeterminations for local, state, and federal child care subsidies with a particular focus on ensuring continuity of eligibility through leveraging all available state and federal funding sources in order to maximize and direct local resources to target families. Frequency may change subject to federal and state policy.

- 4) Develop strategies, in partnership with OECE, to streamline reporting processes and reduce paperwork required in the subsidy system, including electronic sign-in and out, automation of application and recertification, online reporting, and other efficiencies for local funding and as permitted by state law for state subsidy programs.
- 5) Identify ways to continually improve the efficacy, efficiency, and user experiences of the subsidy administration services and related services, including ways to reduce redundancies, streamline processes, and reduce administrative burden on families and ECE providers.

**Resource and Referral Services:**

- 1) Culturally competent and language appropriate outreach and support to low-income families to assist them in connecting to quality child care options that meet their needs
- 2) Developing and implementing an approach to prioritize families based on their needs and whether they are target populations. Target population families will be offered more comprehensive counseling and referral services, including proactive follow-up over a specified period of time, while low-income and other families with fewer needs would be offered less intensive services.
- 3) Developing and implementing an outreach strategy for engaging and serving OECE target populations.
- 4) Developing robust, user-friendly information online about the types of financial support available for families' child care needs, including ways for users to approximately determine their own eligibility and the dollar amount of financial support they may be eligible for.
- 5) Preregistering eligible families with Emergency Back-up/Mildly Ill child care services and also connecting families with Rapid Response child care as needed.
- 6) Referring target population families to social services and supports beyond child care, such as, but not limited to, parenting classes/support groups, food assistance, housing, employment, health, financial support or management, and other needs.
- 7) Provide First Aid training, including interpreting services.
- 8) Co-locating staff and services when the HSA sites are open at the Child Care R&R kiosk located in the lobby at 170 Otis Street, and distributing diapers as part of the San Francisco Diaper Bank program to all eligible clients.
- 9) Collaborating with key agencies and initiatives that are critical to the local ECE system, including close coordination with the other local R&R, OECE, and other relevant agencies to maximize efficiencies, avoid duplication, and ensure families receive aligned, consistent information.

**Selection**

Grantees were selected through RFP 744 – Early Care and Education (ECE) Integrated Services.

**Funding**

The funding is a mix of State, Federal, and General Fund

**ATTACHMENTS**

Children's Council of SF:	Appendix A, Scope of Services to be Provided Appendix B, Program Budget
Wu Yee Children's Services:	Appendix A-1, Scope of Services to be Provided Appendix B-1, Program Budget

**CITY AND COUNTY OF SAN FRANCISCO**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**WU YEE CHILDREN'S SERVICES**

**THIS GRANT AGREEMENT** (this "Agreement") is made this first day of July, 2017, in the City and County of San Francisco, State of California, by and between **Wu Yee Children's Services, 827 Broadway Street, San Francisco, CA 94133** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

**WITNESSETH:**

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

Provide Early Care and Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education; and

**WHEREAS**, the Grant is funded with Federal dollars, CFDA #93.558 and 93.596; and

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

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

**ARTICLE 1  
DEFINITIONS**

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

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

(b) "**Agency**" shall mean Human Services Agency or Department of Human Services

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

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

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

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

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

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

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

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

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

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

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

(n) “**HRC**” shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “**CMD**” or the Contract Monitoring Division of the City.

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

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

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

(r) “**Contractor**” shall mean “**Grantee**” as certain City Contracting requirements also apply to Grants of the City of San Francisco.

**1.2 Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the

Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor" "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

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

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

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

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

**2.3 Automatic Termination for Nonappropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

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

### **ARTICLE 3 TERM**

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

**3.2 Duration of Term.** The term of this Agreement shall commence on the later of (a) **July 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on ) **June 30, 2020.**

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

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

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

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

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

**4.4 Publications and Work Product.**

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for



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

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

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

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

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

## ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

### 5.1 Maximum Amount of Grant funds.

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-Eight Million, Four Hundred Seventy-Four Thousand, Seven Hundred Nine Dollars (\$28,474,709) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

**Contingent amount:** Up to **Two Million, Eight Hundred Forty-Seven Thousand, Four Hundred Seventy-One Dollars (\$2,847,471)** for the period from **July 1, 2019 to June 30, 2020, may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty-One Million, Three Hundred Twenty-Two Thousand, One Hundred Eighty Dollars (\$31,322,180)** for the period from **July 1, 2017 to June 30, 2020.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. 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 Controller. Grantee agrees to fully comply with these laws, regulations, and 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, Appendix B and defined as eligible expenses in 2 CFR Part 200 Subpart E, Cost Principles, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

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

**5.4 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 the amount disallowed from any payment due or to become due to Grantee under this Agreement or 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) Single Audit Requirements. Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those

fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

(c) 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 may be found in Appendix (or Appendices) F, G. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in state or federal assistance programs. Grantee acknowledges that this certification of eligibility to receive state or federal funds is a material term of the Agreement.

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

**6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

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

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

**6.4 Financial Statements.** Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, and in compliance with 2 CFR Part 200 Subpart F, as applicable.

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

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

**6.7 Submitting False Claims; Monetary Penalties.** Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

## **ARTICLE 7 TAXES**

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

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

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

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

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

**7.3. Earned Income Credit (EIC) Forms. Reserved.**

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

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

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

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

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

**8.4 Conflict of Interest.**

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a

violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

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

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

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

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

## ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

**9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee.

An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

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

## **ARTICLE 10 INSURANCE**

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than \$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.

**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.

**10.9 Regarding Workers' Compensation,** Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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



**ARTICLE 11**  
**EVENTS OF DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

(h) **Failure to Protect Private Information.** Grantee discloses information it is required to protect under Section 12.1.

**11.2 Termination for Convenience**

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

b. Upon receipt of the notice, Grantee shall commence and perform, with diligence, all actions necessary on the part of Grantee to effect the termination of this Agreement on the date specified by City

and to minimize the liability of Grantee and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

(3) Terminating all existing orders and subgrants.

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

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

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

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

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

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

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

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

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

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

prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

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

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

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

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

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

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

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

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

## ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

### 12.1 Protection of Private Information.

a. **Personal Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3,

“Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**b. Protected Social Service and Personal Health Information.** Contractor, all subgrantees, and all agents and employees of Contractor and any subgrantee shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subgrantees or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

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

**12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within one hundred twenty (120) days after the end of Grantee's fiscal year end provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

## ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

**13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or

obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

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

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantees 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 subcontractor shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

## ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

### 14.3 Consequences of Recharacterization.

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

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

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

## ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

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

If to the Agency or City:                    Human Services Agency  
    Office of Contract Management, G- 000  
    P.O. Box 7988  
    San Francisco, CA 94120-7988  
    Facsimile No. 415-557-5679

If to Grantee:                                    Wu Yee Children's Services  
    827 Broadway Street  
    San Francisco, CA 94133  
    Attn: Monica Walters  
    Email: [Monica.Walters@wuyee.org](mailto:Monica.Walters@wuyee.org)

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

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

## **ARTICLE 16 COMPLIANCE**

### **16.1 Local Business Enterprise Utilization; Liquidated Damages. 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 Grant Agreement.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Grants 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 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section

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

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

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

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee, must be accessible to the disabled public. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

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

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



## 16.8 Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but

Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**16.9 Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who grants with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the grant must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the grant until the later of either the termination of negotiations for such grant or six months after the date the grant is approved. Contractor acknowledges that the foregoing restriction applies only if the grant or a combination or series of grants approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the grant; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or grant; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**16.10 First Source Hiring Program.**

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

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

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

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes

nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

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

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

(6) Set the term of the requirements.

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

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

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

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

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

**e. Liquidated Damages.** Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by this Chapter as set forth in this section;
- (3) That the Contractor's commitment to comply with this Chapter is a material element of the City's consideration for this grant; that the failure of the Contractor to comply with the grant provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor from the first source hiring process, as determined by the FSHA during its first investigation of a Contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a Contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the Contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
  - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
  - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Contractor to comply with its first source referral contractual obligations.
- (6) That the failure of Contractors to comply with this Chapter, except property Contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and

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

**f. Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City grant for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

**16.13 Supervision of Minors.** Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be

supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

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

**16.15 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 [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

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

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

**16.16 Food Service Waste Reduction Requirements.** Effective June 1, 2007, Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

**16.17 Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will 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.

**16.18 Slavery Era Disclosure. Reserved**

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

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

**16.21 Additional Requirements for Federally-Funded Awards**

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if the Grantee
  - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect; or
  - c. Uses forced labor in the performance of the award or sub-awards under the award.

**ARTICLE 17  
MISCELLANEOUS**

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

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

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

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

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

**17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict



between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subgrantees
- Appendix F, Federal Award Information
- Appendix G, Federal Requirements for Subrecipients
- Appendix H, Federal Requirements for Subcontractors

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

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

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

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

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

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

**17.12 Dispute Resolution Procedure.** The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

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

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

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

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

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

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

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

**CITY**

HUMAN SERVICES AGENCY

By: \_\_\_\_\_  
Trent Rhorer Date  
Executive Director  
Human Services Agency

**GRANTEE:**

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

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

**WU YEE CHILDREN'S SERVICES**

By: \_\_\_\_\_  
Monica Walters Date

Chief Executive Director  
827 Broadway Street  
San Francisco, CA 94133  
Phone: (415) 230-7500

Federal Tax ID #: 94-2387002  
City Vendor Number:  
DUNS #:

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Adrienne Tong Date  
Deputy City Attorney



**Appendix D-Interests In Other City Grants**

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

City Department or Commission	Date of Grant	Amount of Grant

**Appendix E-Permitted Subcontractors**

**NONE**

City and County of San Francisco



Edwin M. Lee, Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2017 MAY -9 PM 2:02

Human Services Agency

Department of Human Services  
Department of Aging and Adult Services

Trent Rhorer, Executive Director

May 5, 2017

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City and County of San Francisco  
401 Van Ness, Room 308  
San Francisco, CA 94102

RE: Office of Early Care and Education (OECE) Early Care and Education Integrated Services Grant with Wu Yee Children's Services

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which will authorize the grant between the City and County of San Francisco and Wu Yee Children's Services for the amount of \$31,322,180 for the period from July 1, 2017 to June 30, 2020. The purpose of this contract is to provide Early Care and Education Integrated Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education.

Because this action is over \$10,000,000, the Department is requesting approval from the Board of Supervisors in accordance with the Administrative Code.

Attached please find a copy of the proposed resolution. John Tsutakawa, HSA Director of Contracts, (415-557-6299) can provide further information. Please schedule this item for the earliest meeting possible, as this is a time sensitive matter. Please notify Mr. Tsutakawa when the matter has been processed

Thank you for your assistance.

Yours Truly,

Trent Rhorer  
Executive Director

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

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Wu Yee Children's Services</b>	
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>David Ziegler, (President), Irene Wong, (Vice President), Raymond Wu, (Treasurer), Debbie Chang, Sharon Donovan, Sizhe Liu, Denise McCarthy, Catherine Ngo, Sonya Thomas, Charlene Woullard</p>	
Contractor address: 827 Broadway, San Francisco CA 94133	
Date that contract was approved:	Amount of contracts: \$ 31,322,180
Describe the nature of the contract that was approved: Early Care and Education Integrated Services	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

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

Print Name of Board

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

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed