

File No. 260444

Committee Item No. 1

Board Item No. 24

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date July 15, 2026

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Completed by: Brent Jalipa Date July 9, 2026

Completed by: Brent Jalipa Date July 16, 2026

1 [Grant Agreement Amendment - Children's Council of San Francisco - Early Care Workforce
2 Compensation and Administrative Services - Not to Exceed \$234,891,608]

3 **Resolution approving the second amendment to Contract No. 1000028798 between**
4 **Children's Council of San Francisco and the Department of Early Childhood ("DEC")**
5 **for the provision of the Early Care Workforce Compensation and Administrative**
6 **Services to support the City's implementation of the San Francisco citywide plan for**
7 **Early Care and Education Workforce Development and Compensation Initiatives;**
8 **increasing the agreement amount by \$70,545,604 for a total amount not to exceed**
9 **\$234,891,608, for a term of October 1, 2022, through June 30, 2027; and authorizing**
10 **DEC to enter into any additions, amendments, or other modifications to the agreement**
11 **that do not materially increase the obligations or liabilities, or materially decrease the**
12 **benefits to the City.**

13
14 WHEREAS, The Department of Early Childhood ("DEC" or "Department") weaves
15 together family, community, and system support so that all children who grow up in San
16 Francisco have a strong foundation of nurturing, health, and learning; and

17 WHEREAS, When DEC was created through Ordinance No. 189-22, passed by the
18 Board of Supervisors on September 6, 2022, the Department assumed responsibilities for
19 grants and contracts previously overseen by the Office of Early Care and Education ("OECE");
20 and

21 WHEREAS, OECE, under the auspices of the Human Services Agency ("HSA")
22 entered into a grant agreement ("Agreement") for the term October 1 2022, through June 30,
23 2025, in an amount not to exceed \$164,346,004 with Children's Council of San Francisco to
24 implement the City's Early Care Workforce Compensation and Administrative Services, a
25 copy of which is on file with the Clerk of the Board of Supervisors in File No. 230206; and

1 WHEREAS, The Agreement was retroactively approved by the Board of Supervisors in
2 April 27, 2023, through Resolution No. 214-23, a copy of which is on file with the Clerk of the
3 Board of Supervisors in File No. 230206; and

4 WHEREAS, The first amendment ("First Amendment") to the Agreement was approved
5 by the City Attorney in June 2025 for a no-cost extension to continue to provide these services
6 for an additional 24 months through June 30, 2027; and

7 WHEREAS, The proposed second amendment ("Second Amendment") to the
8 Agreement would increase the not to exceed amount by \$70,545,604 for a total amount not to
9 exceed \$234,891,608; and

10 WHEREAS, A copy of the Second Amendment is on file with the Clerk of the Board of
11 Supervisor in File No. 260444, substantially in final form, with all material terms and conditions
12 included, and only remains to be executed by the parties upon approval of this Resolution;
13 and

14 WHEREAS, The Second Amendment requires Board of Supervisors approval under
15 Section 9.118 of the Charter; now, therefore, be it

16 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
17 of DEC ("Director") or their designee to execute the Second Amendment to increase the not to
18 exceed amount by \$70,545,604 for a total amount not to exceed \$234,891,608; and, be it

19 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director or their
20 designee to enter into any amendments or modifications to the Second Amendment, prior to
21 its final execution by all parties, that DEC determines, in consultation with the City Attorney,
22 are in the best interest of the City, do not otherwise materially increase the obligations or
23 liabilities of the City, and are necessary or advisable to effectuate the purposes of the grant,
24 and are in compliance with all applicable laws; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Second Amendment being fully executed by all parties, DEC shall provide the Clerk of the Board of Supervisors with a completely executed copy for inclusion in File No. 240444; this requirement and obligation resides with DEC, and is for the purpose of having a complete file only and in no manner affects the validity of the approved agreement.

Recommended:

/s/
Ingrid Mezquita
Executive Director
Department of Early Childhood

Item 1 File 26-0444	Department: Early Childhood (DEC)
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution would approve the second amendment to the grant agreement between DEC and the Children’s Council of San Francisco. The amendment would increase the value of the grant by \$70,545,604, from \$164,346,004 to \$234,891,608. The term of the grant would remain unchanged from October 1, 2022 to June 30, 2027. Key Points - Under the grant, Children’s Council administers grants to childcare organizations for wage and benefit enhancements and for education. - Self-reported data from Children’s Council shows that hourly wages have increased from \$24.28 in 2023 to \$34.80 in 2026 and 1,445 early educators received wage grants in FY 2024-25. Fiscal Impact - The FY 2026-27 grant budget is \$75.4 million. The grant is primarily funded by Commercial Rent tax revenues. Approximately \$71 million, or 93.5 percent, of expenditures in FY 2025-26 and FY 2026-27 are passthroughs to agencies and educators. DEC did not provide data on the amount of funding for each grant program. Policy Consideration - We recommend DEC improve performance management by (a) establishing targets for each service and outcome objective, (b) measure performance against targets on an annual basis, and (c) expand outcome objectives to measure the impact of the grants on the size of the early educator network and to measure the quality of the workforce registry data. Recommendations - Request DEC to: - Establish targets for each service and outcome objective, - Measure performance against targets on an annual basis, - Expand outcome objectives to measure the impact of the grants on the size of the early educator network and quality of workforce registration data. - Provide the historical and projected annual spending for each grant type - Approval of the proposed resolution is a policy matter for the Board of Supervisors.	

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**Proposition C (“Baby Prop C”) and the Early Care and Education for All Initiative**

On June 5, 2018, San Francisco voters passed Proposition C (colloquially known as “Baby Prop C”), a Commercial Rent Tax for Child Care and Early Education by authorizing an additional tax on commercial property/leases with annual gross receipts over \$1 million that would provide additional City funding to support early care and education services for children aged zero to five years old.

Business and Tax Regulations Code Article 21 Section 2112 specifies four allowable uses for Commercial Rent Tax revenue prog, including (1) up to two percent of the proceeds to be distributed to the Tax Collector and other City departments for administration of the commercial rents tax; (2) refunds of overpayments of the tax; (3) 15 percent of all amount remaining after application of (1) and (2) to the General Fund to be expended for any purposes of the City; and (4) all remaining amounts to funding, including administrative costs, “Eligible Programs.”

Business and Tax Regulations Code Article 21 Section 2112 specifies “Eligible Programs” to mean:

- (A) Support for quality early care and education for children under the age of six in San Francisco families at 85 percent or less of State Median Income;
- (B) Support for quality early care and education for children under the age of four in San Francisco families earning up to 200 percent of the Area Median Income;
- (C) Investment in comprehensive early care and education services that support the physical, emotional, and cognitive development of children under the age of six; and
- (D) Increasing compensation (including but not limited to wages, benefits, and training) of care professionals and staff in order to improve the quality and availability of early care and education for children under the age of six.

It is the increasing compensation of care professionals and staff that is the subject of the proposed grant agreement between the Department of Early Childhood (DEC or Department) and the Children’s Council.

April 2023 Board of Supervisors Approval of New Grant Agreement (File 23-0206)

In April 2023, the Board of Supervisors adopted a resolution (File 23-0206) that retroactively approved a new grant agreement between the Department of Early Childhood and the Children’s Council. This was the first iteration of the Workforce Compensation contract between DEC and

the Children’s Council to provide workforce compensation administrative services for the Early Care and Education Workforce Development and Compensation Initiatives for the period of October 1, 2022 through June 30, 2025 in an amount not to exceed \$164,346,004. This grant was amended in June 2025 to extend the term to June 30, 2027 with no increase to the not to exceed amount.

The grant was awarded following a competitive solicitation in which Children’s Council was the top scoring proposer of two proposals. The procurement authority in the RFP stated that the maximum contract duration was five years, so DEC will have to reprocure this service after October 2027.

Early Education Workforce Compensation Initiative

Exhibit 1 below summarizes the workforce compensation initiatives funded by the proposed grant.

Exhibit 1: Workforce Compensation Initiatives

Phase	Description	Funding Formula
Phases 1: Wage Enhancements	Grants to teachers/agencies to increase teacher wages. Grants include Educator Salary Support Grants (EESG), for ongoing teacher wage enhancements, began in 2022.	EESG grants vary based on teacher education, permit level, and role. Additional funding of 22% of minimum required teacher wage to allow for higher wages and retirement benefits. Grants may also be used for payroll taxes.
	CARES 3.0 stipends, for providers that serve low-income families, began in FY 2025-26.	CARES 3.0 grants are also based on teacher education, permit level, and role.
Phase 2: Benefit Enhancements	EESG grants to teachers/agencies to increase teacher fringe benefits. Began in 2022.	Grant amounts for benefits are fixed per teacher and range from \$10,300 - \$25,750, depending on the size of the provider.
Phase 3: Working Conditions	A pilot program to start in FY 2026-27 providing substitute teacher support for early educators in family childcare home settings, serving approximately 100 early educators currently pursuing higher education.	Under Development.

Phase	Description	Funding Formula
Phase 4: Workforce Pathways	Stipend for Early Educator Professional Development Program (SEEPD) provide stipends for completion of course-base professional development milestones. Began in FY 2024-25.	Stipends range from \$600 to \$13,000, depending on number of milestones achieved.

Source: DEC

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the grant agreement between the Department of Early Childhood and the Children’s Council of San Francisco. The amendment would increase the not to exceed amount of the grant by \$70,545,604 from \$164,346,004 to \$234,891,608. The term of the grant would remain unchanged from October 1, 2022 to June 30, 2027.

Services

Under the grant agreement, the Children’s Council provides workforce compensation administrative services for the four Early Care and Education Workforce Compensation Initiatives listed above, including disbursing workforce initiative funds to childcare providers and maintaining adequate internal controls over fund disbursement. In addition, Children’s Council provides technical assistance to childcare providers, including developing templates and delivering multilingual trainings on grant administration and required systems.

The target populations of the proposed grant agreement are early educators in the City’s Early Learning for All Network and early learning programs serving 50 percent or more income eligible children (below 100% of State Median Income (SMI)) in their agency/program, previously referred to as “Green Tier” agencies. DEC determines eligibility of childcare providers.

Changes to Grant Plan/Scope of Work

The draft second amendment expands data and compliance responsibilities, including for:

- wage verification
- benefits verification
- workforce retention tracking
- educational attainment tracking
- workforce registry participation monitoring
- racial equity reporting
- educator recruitment and vacancy tracking, and,
- ongoing data quality reviews.

Children’s Council must also maintain secure data systems, support providers using required databases, troubleshoot reporting problems, and ensure privacy compliance.

Subcontractors

The proposed grant also funds the following subcontractors in Exhibit 2.

Exhibit 2: Subcontractors

Subcontractor	Role
California Workforce Registry	Transcript verification for each early educator and maintaining the online application platform for CARES 3.0 wage stipends and SEEPD education stipends.
City College of San Francisco	Child development course sponsorship for cohorts of educators working at Early Learning for All sites. Support educators with enrollment/registration, and provision of professional development advising outside of traditional Monday to Friday, 9-5pm hours
California Early Childhood Mentor Program	Support the development of family childcare owner/operators in mentorship training for their employees who are participating in course-based professional development
Child Care Providers United (CCPU)	Evaluate current stipends provided by CCPU and how they fit within DEC's Workforce Compensation Initiatives and ELFA network.
ECE STEP	Provision of substitute pool for family childcare providers in the ELFA network

Source: DEC

Performance Monitoring

The most recent performance report dated September 2025 includes self-reported outcome data covering six of the eight program outcome measures, as shown below for Phase 1 Educator Salary Support Grants (EESG). CARES 3.0 Teacher stipends were not implemented until FY 2025-26, so no annual report is available for that program.

1. Increased Compensation- the performance report shows that a change in average hourly wage of \$10.52 between the baseline (2023) hourly wage (\$24.28) and the present average hourly wage (\$34.80). These tables also show these figures broken down by provider location, race, primary language, position title, highest education level, and over time by quarter.

According to DEC staff, 1,445 early educators received wage enhancements in FY 2024-25 (compared to 1,370 early educators in FY 2023-24) and 46 agencies participated in the

wage enhancement grants in FY 2024-25, which is the same number of agencies that participated in FY 2023-24.

2. Early Educator Job Satisfaction and Preparatory Time- the performance report shows that overall job satisfaction remained stable with modest improvements in communication between agency staff and leadership, level of support and resources, and opportunities for professional development. Areas that showed deterioration in educators' intentions of increasing work hours and intentions to seek educational opportunities in the early care and education field. The performance report also found a modest increase in educators reporting that they "typically have enough time to prepare and plan" for their work day (63 percent to 66 percent agreement).
3. Fringe Benefits and Health Access- the performance report does not report in detail about health care access and fringe benefits.
4. Racial Equity- the performance report shows the number of staff in leadership roles as well as the number of staff moving up in position title by race and primary language. The performance report found that the largest increase in leadership roles was observed among Lead/Co-Lead Teachers who identify as Hispanic or Latino and that Asian EESSG staff had the most upward position title changes.
5. Educational Attainment- the performance report found that 146 Phase One individuals at 30 different EESSG-participating agencies have increased their educational attainment during the reporting period compared to Q4 2023. The performance report also shows educational attainment by primary language, race, and agency/site; however, the report and DEC did not provide information on the total number of people increasing their education in the reporting period.

A related grant program, Stipends for Early Educator Professional Development (SEEPD), was launched in 2024 in response to educators needing support in reaching their course-based professional development milestones. In its first year there were 858 participants who received support in reaching various milestones from degree attainment to upgrades in their Child Development Permit. In 2025, SEEPD participation to 968 participants.

6. Educator Recruitment & Educator Retention- the performance report found an overall continued downward trend of reported vacancies for Phase One educator roles, from 279 vacancies in late 2023 to 36 vacancies in Q4 FY 2024-25. The performance report also shows educator recruitment by agency, race/ethnicity, and primary language. The performance report also found that 70 percent of Phase One staff who were working at EESSG-participating agencies at the baseline period (2023) were still working at the same agencies, and that educators that identify as Black/African American and Asian were the most retained.

7. Workforce Registry Data Quality & Workforce Registry Participation- the performance report does not report in detail about workforce registry data quality and workforce registry participation.

DEC reports that all early educators in the ELFA network are required to maintain a CA Workforce Registry account. Participants in DEC funded wage support and stipend programs are required to maintain their educational qualification records on the CA Workforce Registry. For EESSG educators, the educational qualifications, employer and wage information is verified against payroll records for accuracy.

8. System Development & Continuous Quality Improvement- the performance report found increases in Agency administrator-reported satisfaction with grant implementation, specifically with communication from/with Children’s Council staff (8 percent increase in satisfaction) and in reporting forms (10 percent increase in satisfaction).

Fiscal Monitoring

Children’s Council and its grants are reviewed as part of the City’s Fiscal and Compliance Monitoring process. The most recent monitoring report (FY 2025-26) for Children’s Council had no findings identified and reported that the agency had successfully implemented all corrective actions in the previous monitoring cycle.¹

As noted above, Children’s Council is responsible for ensuring funds are properly disbursed to childcare providers. According to DEC staff, they also review supporting documentation to verify that wage stipends and grants for wage enhancement and are made to eligible teachers.

FISCAL IMPACT

The proposed second amendment to the grant agreement between the Department of Early Childhood and the Children’s Council would increase the not to exceed amount of the grant by \$70,545,604 from \$164,346,004 to \$234,891,608. Exhibit 3 below shows the expenditures for the proposed grant agreement. The contract is primarily funded by Commercial Rent tax revenues with a small² State/Federal Quality Counts California Workforce Pathways award applied to SEEPD.

¹ The FY 2024-25 fiscal and compliance monitoring report found \$459.39 in unallowable expenses (for sugary beverages, gratuity, and transportation network company rides), which was returned to DEC.

² According to DEC staff the award varies by year, but is approximately \$468,000.

Exhibit 3: Workforce Administration Grant Actual and Estimated Expenditures

	Actual	Actual	Actual	Budgeted	Proposed	
Cost Category	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total
Staff	\$518,193	\$882,788	\$968,900	\$1,204,328	\$1,341,569	\$4,915,778
Operating Costs	\$195,834	\$136,442	\$127,557	\$189,996	\$192,480	\$842,309
Subcontractors	\$0	\$0	\$171,131	\$612,866	\$2,382,866	\$3,166,863
Indirect	\$107,104	\$152,884	\$164,468	\$209,149	\$262,037	\$895,642
Passthrough	\$26,967,386	\$23,771,966	\$31,780,160	\$71,275,754	\$71,275,754	\$225,071,020
Total	\$27,788,517	\$24,944,080	\$33,212,216	\$73,492,093	\$75,454,706	\$234,891,612

Source: DEC

As shown in Exhibit 3 above, approximately \$71 million, or 93.5 percent, of expenditures in FY 2025-26 and FY 2026-27 are passthroughs to agencies and educators. Approximately \$1.3 million, or 1.8 percent of total grant expenditures will support an estimated 9.85 full time equivalent (FTE) Children’s Council staff in FY 2026-27. Further, approximately \$2.4 million, or 3.2 percent, of the grant expenditures would support various subcontractors, a \$1.7 increase from FY 2026-27. Approximately \$190,000, or 0.2 percent, is budgeted to support operating costs such as rent, utilities, and software.

According to DEC Finance Manager Taylor, the primary driver of growth in the wage enhancements (contained within the “Passthrough” cost category) is programmatic expansion. In its initial two years, the wage enhancements were only through the wage enhancement program (EESSG). In FY 2024-25 DEC added the education stipends (SEEPD) grants. Additionally, in FY 2025-26 DEC added the teacher stipends (CARES 3.0) and workforce registry programs. Further, the budgets for FY 2025-26 and FY 2026-27 also include budgeted amounts for the working conditions initiative, which DEC staff anticipate implementing by FY 2026-27. We requested but did not receive data on the amount of pass-through funding by grant program.

POLICY CONSIDERATION**Performance Management**

Under the proposed grant, Children’s Council is to administer the grants to early education providers to increase compensation. The grant includes service and outcome objectives, which are shown in Appendix I below, including providing training, issuing payments and 1099s to grant recipients, and performing unspecified monitoring activities. We recommend DEC improve performance management by (a) establishing targets for each service and outcome objective, (b) measure performance against targets on an annual basis, and (c) expand outcome objectives to measure the impact of the grants on the size of the early educator network. These recommendations are consistent with the Controller’s “Nonprofit Contract Monitoring Standards and Guidelines,” which required City Departments to establish performance targets for all non-profit contracts by June 30, 2025 and measure performance against targets annually.

In addition, while DEC provided a report that showed changes in wages, demographics, educational attainment, and staff vacancies at providers receiving grants (as summarized above), the data were only for the wage enhancement grants. At our request, DEC requested data from Children's Council to show how many educators and childcare organizations received wage enhancement and education grants over time, but that data is not routinely tracked and the grant has no target for the number of educators receiving grants. Children's Council also issued grants for benefits enhancements, but the number of people receiving those grants and their impact was not reported to us. We also do not know whether the early care and education system is providing more childcare slots since the implementation of these grants.

RECOMMENDATIONS

1. Request DEC to:
 - a. Establish targets for each service and outcome objective.
 - b. Measure performance against targets on an annual basis.
 - c. Expand outcome objectives to measure the impact of the grants on the size of the early educator network and quality of workforce registration data.
 - d. Provide the historical and projected annual spending for each grant type
2. Approval of the proposed resolution is a policy matter for the Board of Supervisors.

Appendix 1: Service & Outcome Objectives, Proposed Grant with Children's Council

1. At the beginning of every fiscal year, develop applicable templates and reporting procedures to support the implementation of the initiatives;
2. Provide ongoing trainings of required systems in English, Spanish and Cantonese;
3. Provide tailored trainings related to grant administration to all eligible recipients, including reporting requirements, submission timelines, allowable expenses, and restricted versus unrestricted funds;
4. Provide ongoing technical assistance via chat, email, phone or in-person at traditional and non-traditional (as needed) hours to programs or educators addressing and resolving technical issues;
5. Reach out to providers via email, phone, or in person regarding eligible staff who have not updated their profile within the prior three months to confirm accuracy of all data in the Workforce Registry/Early Educator Transcript Verification and Stipend Application Support;
6. Issue approved payments to eligible programs or educators in a timely and accurate manner;
7. Maintain an accounting of payments by grant type, program/educator, or other methods and maintain accurate ledgers;
8. Issue 1099s to eligible recipients in a timely and accurate manner as required by law and provide replacements as requested or needed (if applicable);
9. Perform monitoring activities for eligible educators and programs at specified intervals; and
10. (Added by the 1st Amendment): Provide DEC with quarterly reports containing data on program participation levels, funding disbursed, and other key performance indicators. Ad hoc reports will be generated and submitted to funder or City as needed within a specified timeline.

Source: Proposed Grant

Appendix 2: Other Success Metrics, Proposed Grant with Children's Council

Revised categories	Collection Frequency	Source of Data	Primary Change
Increased Compensation	Annual	Quarterly reports from agencies	Change to annual reporting timeframe
Early Educator Job Satisfaction & Prep Time and Planning	Annual	Educator survey	Switch this to annual reporting and survey distribution. Combine Job Satisfaction with Prep and Planning Time.
Fringe Benefits & Health Care Access	Annual	Quarterly reports from agencies	Combine Health Care Access and Fringe Benefits into one annual report.
Racial Equity	Annual	Administrator Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Annual reporting.
Educational Attainment	Biannual	Quarterly reports from agencies Administrator	Biannual or quarterly movement more likely?
Educator Recruitment & Educator Retention	Biannual	Quarterly reports from agencies	Recruitment and retention combined
Workforce Registry Data Quality & Workforce Registry Participation	Biannual	Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Sync timing with Retention and Recruitment.
System Development & Continuous Quality Improvement	Biannual	Administrator survey	Shift to biannual.

Source: Proposed Grant

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF EARLY CHILDHOOD**

SECOND AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**CHILDREN'S COUNCIL OF SAN FRANCISCO
1000028798**

SECOND AMENDMENT

This AMENDMENT of the, October 1, 2022 Grant Agreement (the "Agreement") is dated as of July 1, 2026 and is made in the City and County of San Francisco, State of California, by and between Children's Council of San Francisco ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Department of Early Childhood ("Department").

RECITALS

WHEREAS, WHEREAS, the Agreement was competitively procured as required through RFP #1025, San Francisco ECE Workforce Compensation Initiative Fiscal Agent and Administrator, issued on April 18, 2022; and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement by RESOLUTION NUMBER on [INSERT DATE];

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

WHEREAS, the original grant is being amended to increase the grant amount for this Grant Agreement; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement and Amendment;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

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

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

(a) Section 5.1 Maximum Amount of Grant Funds

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **Two Hundred Thirty Four Million, Eight Hundred and Ninety One Thousand, Six Hundred Eight Dollars (\$234,891,608)** in the period from **October 1, 2022**, to **June 30, 2027**.

(b) Section Appendix A – Definition of Eligible Expenses

Section is hereby deleted and replaced in its entirety by Appendix A (attached to this Amendment):

(c) Section Appendix B – Definition of Grant Plan

Section is hereby deleted and replaced in its entirety by Appendix B (attached to this Amendment):

(d) Section Appendix E – Permitted Subgrantees

Section is hereby deleted and replaced in its entirety by Appendix E (attached to this Amendment):

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

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

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

CITY

GRANTEE

Department of Early Childhood

Children's Council of San Francisco

By: _____

Ingrid X. Mezquita
Executive Director

By: _____

Barbara Carlson
Chief Executive Director

Federal Tax ID: 94-2221305
City Supplier ID: 0000022965

Approved as to Form:

David Chiu
City Attorney

By: _____

Valerie J. Lopez
Deputy City Attorney

Appendix A - Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan. The Department will determine if eligible expenses are allowable, reasonable, allocable, and are invoiced based on the proportional benefit received prior to reimbursement. The Department has adopted a modified version of the Controller’s Guidelines for Cost Categorization for Nonprofits Grants. The list below may not be the most up to date. Please refer to the most current Department version of this guideline and/or the most current invoice requirements or policies for a detailed list of all eligible and ineligible expenses. **Please check with the lead Department program officer for further clarification or if an expense is not listed.**

General **eligible** direct expenses include the following:

- Salaries of all program staff, supervisory staff, and support/clerical staff that work directly on programs (a time study or functional timesheet is required if a staff is funded by multiple sources).
- Fringe benefits such as FICA (Federal Insurance Contributions Act), SUI (State Unemployment Insurance), health and medical benefits, and retirement benefits (benefits not required by city, state, and/or federal law must be pre-approved by the Department). Eligible fringe benefits include legal holidays, administrative leave, and sick leave.
- Stipends for non-staff.
- Professional services and/or subcontracts (requires pre-approval by the Department).
- Materials and supplies used in the operation of the program (includes food for program participants).
- Facilities or occupancy costs associated with building space, rental/lease of space used to run the program, rent for main space and auxiliary space, and costs associated with facility upkeep and maintenance, including janitorial services.
- Portion of utilities used by the program.
- Equipment purchase, lease, and maintenance costs that directly benefit program participants (includes computers, information technology (IT) systems, furniture, ongoing or one-time leases, printers, photocopying equipment, and direct costs or percentage allocation of shared equipment used by the program). Equipment purchases over \$1,000 must be pre-approved by the Department.
- Depreciation of purchased equipment must be pre-approved by the Department (certain federal funds may be restricted for this type of cost).
- Transportation and travel costs used for direct staff for program purposes (includes mileage, vehicle rental, tolls, gas, air travel, and ground transportation). Out-of-town travel will need to be pre-approved by the Department. All related costs are subject to GSA (United States General Services Administration) per diem rates.
- Vehicle purchase and related costs that is required to perform the scope of the funded services (must be pre-approved by the Department).
- Staff development costs used to pay registration or attendance fees for direct staff to attend workshops or trainings aimed to build capacity for the program (all training costs

must be pre-approved by the Department).

- Events and field trip costs related to the program. Expenses include vehicle rentals for participants, food/meal for participants, security, and required permits (funds cannot be used for events, food, or entertainment for staff and administrators).
- Incentives for program participants. This includes gift cards, honoraria, and award for participants, speakers, and volunteers (must follow the Department's gift card policy, be pre-approved by the Department, and may not be used for staff and administrators).
- Insurance fees for required insurance policy maintenance costs such as commercial general liability, auto, workers compensation, event insurance, and an allocation of program-specific or applicable agency-wide insurance costs (must provide justification and documentation).
- Telecommunication costs used for the program, including telephone, fax, internet, and cell phones (shared costs for non-program staff are not allowed).
- Capital costs for real property that are necessary for the delivery of programs (certain federal funds may be restricted for this type of cost).
- Professional licenses for staff, if required for program.
- Job posting and fingerprinting of staff, if required for program.
- Basic needs for program participants only including parent volunteers (items with nominal retail value purchased to support participants which may include diapers, wipes, formula, clothing, basic hygiene items, potty training equipment, breastfeeding supplies, and food).
- Barrier removal items for program participants only include parent volunteers.

General **eligible administrative/indirect** expenses may include the following (but may not be included as part of shared costs):

- A portion of administrative staff salaries and mandatory fringe benefits (executive director, financial officer, contract/compliance, other administrative, accounting, bookkeeping, payroll, human resources, IT).
- A portion of contractual services (audit fee, administrative IT systems, website).
- A portion of office supplies used by administrative staff or board meetings.
- A portion of rent and utilities used by administrative staff.
- A portion of equipment used by administrative staff.
- A portion of transportation expenses incurred by administrative staff.
- A portion of insurance fees required policies.
- A portion of staff development costs used to pay registration fees for staff to attend workshops or trainings aimed to build capacity for the agency overall.
- A portion of telecommunications costs for administrative staff.

Please check with the lead Department program officer for other eligible administrative or indirect expenses, required justifications, documentation, or pre-approval.

The following are expenses that are **ineligible for both direct and administrative/indirect**

expenses under government funding:

- Bonuses paid to staff.
- Severance payments paid to former staff.
- Prior fiscal year fringe benefits such as vacation, sick, or overtime/compensation time, and taxes or other withholdings related to periods before and after the current fiscal year.
- Lump sum payout of unused accrued vacation time.
- Contractual services provided by a subcontractor's subcontractor.
- Facilities or occupancy costs such as property taxes, loans against own property, and security deposits.
- Parking/moving violations, penalties, late charges or interest on any late payments.
- Alcoholic beverages, sugar-sweetened beverages, bottled water, and tips/gratuities.
- Mortgage principal or mortgage interest attributable to fully depreciated assets.
- Sabbaticals.
- Bank fees such as interest, late/penalty fees, non-sufficient service fees, overdraft fees, cash advance fees, foreign exchange fees, and investment fees.
- Credit card fees.
- Staff incentives such as paid parking spaces, technology, or commuting stipends.
- Personal or business-related costs or expenses not associated with program.
- Any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds.
- Bad debts including losses and related collection and legal costs.
- Taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.
- Some capital expenses.
- Religious workshops, instruction or proselytization.
- Any and all fundraising expenses.
- Any and all political activity costs.

Appendix B – Definition of Grant Plan

The term “Grant Plan” shall mean the activities, performance measures and budget documents described in, or attached as, Appendix B.

See attached scope of work and budget.

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

Grantee will also participate in an annual fiscal and compliance monitoring. This will include, but not be limited, to review of invoices and all corresponding back-up documentation, financial statements, audits, and policies and procedures. Grantees may be requested to provide more than two months of invoice documentation by the Department.

Contractor will conduct transactions and services on behalf of the Department of Early Childhood (DEC) for the Early Care & Education (ECE) Workforce Development and Compensation Initiatives to help ensure the efficient and effective administration and operation of applicable grants.

In coordination with DEC, Contractor will administer grants and distribute, as funding allows, the grant awards based on the locally established funding formula to support eligible Early Learning for All (ELFA) programs, based on teacher qualifications as verified through the California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support.

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

- **Disburse funds for a variety of workforce compensation initiatives;** on behalf of and under the specific direction of the Department of Early Childhood to qualified ELFA programs and/or individuals.
- Contractor will issue payments on a monthly, quarterly, or other schedule as requested by DEC based on a funding formula or enumerated amount specified by DEC. Quarterly advance payments to participating programs will be made within 3 weeks of receipt of required documentation and no later than the first week of the new quarter.
 - Contractor will issue payments via direct deposit or hard copy check based on the agencies’ preferred method.
 - Contractor may also be directed to conduct transactions on behalf of DEC upon direction from the contract manager for payments associated with miscellaneous or one-time-only services.
- Update annual Early Education Salary Support Grant (EESSG) Fund Distribution Plan

before the end of the last quarter of the fiscal year and share with Funder for review and approval for implementation for following fiscal year.

- o Distribution plan will include: process of identification of MOU grant amounts for new fiscal year, process for establishing grant distribution amount per eligible agency, including articulation of criteria for funding methodology.
- Reconciliation Policy and Procedure
 - o Contractor will review quarterly reports and reconcile funding on a quarterly basis in addition to end-of-year reconciliation for individual participating agencies.
 - o Contractor will develop processes, procedures, and documentation for notifying agencies of a positive balance and document reconciliation plans for each agency.
 - o Contractor will share these reports with the funder on a quarterly and as-needed basis.
- Contractor will maintain multiple levels of internal fiscal controls to which all originating expenditures and payment requests are subject, included, but not limited to:
 - o Program or administrative staff will ensure cash advances are requested and secured for timely distributions of funding.
 - o Program or administrative staff prepare adequate documentation (e.g., third-party invoices, requests for payment, and/or reimbursements) utilizing only agency-approved paper or electronic forms and submit those to their respective director for approval.
 - o Requests for payment are submitted to the appropriate director for review and approval; directors provide account coding as necessary, check that expenditures are supported by appropriate documentation, and ensure alignment with line-item budgets for the program or function.
 - o All expenditures and payment requests approved by directors are then reviewed by the AP Supervisor for appropriate documentation, expense coding, expense authority level (e.g., above or below approval threshold amounts), and are signed by the Senior Fiscal Data Manager/Finance Manager before submission to the Accounts Payable (A/P) Accountant.
 - o The A/P Accountant provides a second review of each payment request for coding to the appropriate program, general ledger account, and funding source; checks that documentation meets fiscal policy standards for third party initiation; and that program directors have indicated appropriate review and approval of the expense. The A/P Accountant then prepares a check run for processing checks against approved accounts payable requests, and before producing checks provides the accounts payable ledger to the Senior Fiscal Data Manager and AP Supervisor for a final review.
 - o The Senior Fiscal Data Manager and AP Supervisor receive the accounts payable ledger prior to producing a check run, ensuring that requested check amounts match the amounts on the expense request and supporting invoices. The AP Supervisor clears the ledger for check production by the A/P Accountant, then reviews each check against the expense request (e.g., Check Request, Expense Reimbursement, Credit Card Expense Statement, etc.). The A/P Accountant then provides the checks to authorized check signers for signature.

- o All checks, regardless of amount, require two signatures by authorized check signers – usually the Chief Executive Officer and the Chief Financial Officer. Each of the check signers reviews the underlying invoice or supporting documentation of the payment prior to signing each check in the weekly check run.
- o Contractor will track and compile all payment information over time to ensure data integrity in fiscal and program reporting, and to compile records for analysis in partnership with DEC. Enrollments will be reported to DEC through their online data system and/or through submissions from agencies and will be verified.
- **Administer and monitor grant determination, fund distribution, and ongoing eligibility:**
 - o Provide DEC with a document outlining the process and procedures for how contractor administers and monitors grant determination, fund distribution and ongoing eligibility for EESSG.
 - Review and update process and procedures for discussion with Funder before the end of last quarter of the fiscal year for implementation the following fiscal year.
 - o Review and monitor programs' financial information (payroll records, California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support Data) related to wages/compensation. Contractor will create individual Recipient Dropbox folders to allow for secure submission of sensitive data.
 - o Communicate with programs regarding payments and reporting requirements of the initiative.
 - o Contractor will document and store communication with Recipients, and file in shared e-folder (e.g. DropBox) with Recipients and Funder
 - o Maintain and document a process to monitor for changes in programs' qualifications and eligibility criteria and adjust award accordingly on a quarterly basis.
 - o Tracking and reporting on payments and tax information, determining funding eligibility, customer support related to payments, ad-hoc data reporting, and the development and maintenance of internal data systems necessary to facilitate accurate and timely payments and reporting.
 - o Contractor will issue and track appropriate tax forms (e.g. W-9) related to stipend distributions as directed by DEC to support compensation and workforce pathways efforts.
 - o As part of supporting the administration, monitoring and fund distribution amounts – verify education plans and proof of course enrollment submitted by educators in addition to course completion through the CA Workforce Registry/ Early Educator Transcript Verification and Stipend Application Support.

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

- Contractor will update and submit a data collection and monitoring plan for EESSG to funder before the end of last quarter of the fiscal year for implementation the following

fiscal year. Plan will be updated and adjusted accordingly annually before the start of the new fiscal year.

- o Verification that program's staff roster (as reported in the Staff Education Wage Form) is also in the Workforce Registry/Early Educator Transcript Verification and Stipend Application Support for the applicable pay period or cycle.
 - o Contractor will also verify in the CA Workforce Registry/Early Educator Transcript Verification and Stipend Application Support, educational qualifications of staff as reported on the staff roster.
 - o Regular reviews of wage records from program payroll reports to confirm appropriate wages, or wage ranges are being paid.
 - o Verification of benefits being offered (e.g., medical and dental contributions, retirement contributions, other fringe benefit contributions), including review of vendor invoices and employer check stub or check documentation showing appropriate deductions, dates, etc. (if applicable).
- Contractor will collect and track data, including, but not limited to staff education/permit levels, hourly wages, staff retention, and attracting new staff for qualified agencies/programs via data systems including, but not limited to, the California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support, DETS (or its successor), and other databases or internal trackers as directed by DEC.
- Work with DEC to assess program measures, including funding uptake, issuance challenges, and funding outcomes on the ECE workforce
- Ensure that routinely collected data is current and accurate.
- Highlight areas where data systems are obstacles in the above and in collaboration with DEC to troubleshoot and implement solutions
- Refer participants in need of data systems support to resources, including but not limited to Help Desk operated by Children's Council of San Francisco
- Develop and maintain a methodology to store and provide information electronically that is readily available to multiple users in a timely manner.
- Maintain compliance with all federal, state, and local laws, regulations and funding terms related to this contract including policies and procedures to ensure program and early educator data is private, protected, confidential, and is used strictly for the purposes of the Initiative.

Services to be provided- Staffing and Accountability for Deliverables

- Provide DEC with updated staffing plans as changes occur in FTE, vacancies, etc.
 - o Plan to include short-term solutions for vacant positions to ensure immediate and long-term deliverables are met.
 - o Ensure funding and allocation of FTE's is specific to the initiatives described in this Appendix A including and staff are not being allocated to multiple contracts that exceed 1 FTE.
 - o Plan to be reviewed each start of the first quarter of each contract year, however review will not necessarily guarantee an increase in FTE or funding unless is mutually agreed and approved by DEC.

Services to be provided- Technical Assistance & Communications

- Phase I- Workforce Compensation
 - Contractor will provide program support to strengthen their understanding of program requirements regarding compensation goals, reporting, and guide their efforts to develop compensation scales that meet the City's Initiative's defined minimum compensation based on educational/permit attainment and classroom role.
 - Contractor will provide support as needed and requested by participating programs, administrative and teaching staff with understanding utility of the CA Workforce Registry/Early Educator Transcript Verification and Stipend Application Support.
- Phase II- Workforce Compensation & Benefits
 - Contractor will support programs understanding of the eligible staff, the reporting requirements, and tracking of increased compensation for non-educators and/or benefits depending on the preference of the program/agency.
- Phase III- Working Conditions
 - As directed by DEC, Contractor will utilize tools, such as SEQUAL, to understand early educators' perspective about workforce conditions.
 - Contractor will develop and share with DEC (funder) a draft outline of reporting requirements, distribution and monitoring plan for the working conditions grants, including the Family Child Care Assistant substitute support pilot.
 - Once approved by DEC, contractor will distribute grant funds and regularly communicate with programs regarding payments, reporting requirements, and address any payment issues.
- Phase IV- Workforce Development & Pathways
 - Contractor will provide stipends to eligible early educators through a process to be determined by DEC.
 - Contractor will track data points, including expenditures related to workforce development and pathways for required state reporting, as directed by DEC.
 - Contractor will use data from the Registry/Early Educator Transcript Verification and Stipend Application Support to determine changes in education attainment, permit levels, and increases to ECE units for educators working in Early Educator Salary Support Grant agencies/programs.
 - Contractor will provide support as needed and requested by participating programs, administrative and teaching staff with understanding utility of the CA Workforce Registry/Early Educator Transcript Verification and Stipend Application Support.

Services to be provided- System Development & Continuous Quality Improvement

- The Contractor will develop a project plan for review and approval by DEC, with clearly defined tasks, timelines, and the staff responsible for implementing the various moving parts to successfully administer the initiatives. Project plans will be due by the end of each fiscal year for implementation consideration the following year.
- The Contractor will draw on existing data sources and required reporting to streamline

processes, identify capacity gaps of programs, and provide technical support regarding the grant funding, including use of required data systems and required reporting.

- Annually thereafter the contractor will use survey data, feedback, experience, and relevant data to guide continuous program improvement and develop a summary of recommendations aimed to help reduce the administrative burden or other relevant areas for improvement.
- Before the end of the 4th quarter of every fiscal year Contractor will report to funder programmatic and/or reporting recommendations of changes based on administrator survey feedback to be implemented the following fiscal year
- Contractor will demonstrate that quality assurance and internal controls are developed to allow staff to meet or exceed target accuracy rates per function.

Service to be provided- Service & Outcomes Objectives

- At the beginning of every fiscal year Contractor will develop applicable templates and reporting procedures to support the implementation of these initiatives. These templates and procedures are based on feedback from Administrator Survey from previous fiscal year.
- Contractor will provide ongoing trainings of required systems in English, Spanish, and Chinese (Cantonese), as needed and as requested by programs and/or DEC.
- Contractor will offer tailored trainings related to grant administration, including but not limited to: reporting requirements, timelines for submissions, allowable expenses, restricted vs. unrestricted funds, etc., to all eligible Recipients
- Contractor will provide ongoing and informed technical assistance during normal business hours and offer non-traditional hours as needed to programs and/or educators addressing and resolving all technical issues. Assistance will be provided in the form of chat, email, phone or in-person as necessary.
- Contractor will reach out to providers via email, phone, or in-person as necessary regarding eligible staff who have not updated their profile within the prior 3 months to confirm that all data in the Workforce Registry/Early Educator Transcript Verification and Stipend Application Support is accurate. This will be completed following submissions by them and the information will be used by Children's Council (or DEC as necessary) to determine or verify payment amounts, reconciliation of previous advance, and/or perform other analysis related to the initiative.
- Contractor will issue approved payments to eligible programs or educators in an accurate and timely manner, as approved by DEC.
- Contractor will maintain an accounting of payments by grant type, program/educator, or other agreed upon method and maintain appropriate ledgers.
- Contractor will issue 1099s to eligible recipients in an accurate and timely manner as required by law and provide replacements as needed or requested (if applicable).
- Contractor will perform monitoring activities for eligible programs and educators at specified intervals during the fiscal year.
- Contractor will provide DEC with quarterly reports containing data on program participation levels, funding disbursed, and other key performance indicators. Ad hoc reports will be generated and submitted to funder or City & County of San Francisco as needed within a specified timeline.

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

Revised categories	Collection Frequency	Source of Data	Primary Change
Increased Compensation	Annual	Quarterly reports from agencies	Change to annual reporting timeframe
Early Educator Job Satisfaction & Prep Time and Planning	Annual	Educator survey	Switch this to annual reporting and survey distribution. Combine Job Satisfaction with Prep and Planning Time.
Fringe Benefits & Health Care Access	Annual	Quarterly reports from agencies	Combine Health Care Access and Fringe Benefits into one annual report.
Racial Equity	Annual	Administrator Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Annual reporting.
Educational Attainment	Biannual	Quarterly reports from agencies Administrator	Biannual or quarterly movement more likely?
Educator Recruitment & Educator Retention	Biannual	Quarterly reports from agencies	Recruitment and retention combined
Workforce Registry Data Quality & Workforce Registry Participation	Biannual	Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Sync timing with Retention and Recruitment.
System Development & Continuous Quality Improvement	Biannual	Administrator survey	Shift to biannual.

Category	Data Collected	Reporting Period	Analysis Period	Report Date(s)	Source of Data	CA ECEWFR Data used as data source?
Increased Compensation	Educator hourly wage	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Quarterly reports from agencies	No, but can be verified/ cross-checked
Early Educator Job Satisfaction & Prep Time and Planning	Survey with questions about: -Job satisfaction -Paid planning time -Workforce conditions	July 1- June 30 (Q1, Q2, Q3, and Q4) Survey goes out in JULY	July – Sept (After the end of the FY)	Sept 30th	Educator survey	No
Fringe Benefits & Health Care Access	Number and percentage of staff with access to health care benefits and fringe benefits	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Quarterly reports from agencies	No
Racial Equity	Diversity of leadership, staff, and promotional opportunities available to staff/educators of color	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Administrator Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Yes, merged with SEWF
Educational Attainment	Number and percentage of ELFA educators who are: -Attaining postsecondary degrees -Recognized academic credential (including CTC permits) -Gains in ECE unit-bearing coursework	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Quarterly reports from agencies Administrator	Yes, as secondary source
Educator Recruitment & Educator Retention	Number of educators recruited Number of vacancies	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Quarterly reports from agencies	No

Workforce Registry Data Quality & Workforce Registry Participation	Types and quantity of early educator updates in the California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Yes, primary source, completed by CC team (BOS)
System Development & Continuous Quality Improvement	Provider experience Administrative experience / burden Feedback and recommendations	Jan 1- June 30 (Q3 and Q4) Survey goes out in JULY July 1 – Dec 31 (Q1 and Q2) Survey goes out in January	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Administrator survey	No

Data Systems

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

MOU/Funding Agreements:

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

assistance requested, and a description of any necessary follow-up.

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

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

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

Monthly & Quarterly Reports

- Contractor will submit quarterly reports to summarize the progress on service and outcome objectives for the Initiative. Quarterly reports will include summary of grant determination, ongoing eligibility, data collection and monitoring, fund Disbursement, reconciliation, technical assistance and communications.

Annual Reports

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

Monitoring Activities

- **Program Monitoring:** Program monitoring will include a comprehensive review of the deliverables outlined in the scope of work with an emphasis on quality and meeting the timelines specified in the Appendix A. Monitoring will also include a review of all reporting requirements, data tracking, and back-up documentation to meet the service and outcome objectives.
- **Fiscal Compliance and Grant Monitoring:** Fiscal monitoring will include review of the Contractors organizational budget, the general ledger, quarterly balance sheet, cost

allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subgrants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

- **Budget Review and Approval:** DEC will review actual expenditures quarterly and annually and use that information to develop the budget for the upcoming fiscal year based on programmatic need. This review and approval process will also include year over year increases for staffing and operating expenses, which are currently budgeted as a place holder amounts in the Appendix B.

Audit Response

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

Workforce Administration Grant Estimated Budget

Children's Council	FY23	FY24	FY25	FY26	FY27
Salaries & Benefits					
Workforce Compensation Staff	\$209,917	\$408,696	\$437,767	\$573,398	\$581,425
Workplace Conditions Support Staff	\$0	\$0	\$0	\$0	\$120,380
Program Support Trainer	\$57,497	\$72,367	\$74,143	\$78,681	\$79,783
Data/Evaluation/IT staff	\$74,112	\$131,402	\$133,270	\$155,282	\$157,456
Finance/Accounting staff	\$176,667	\$270,323	\$323,720	\$396,967	\$402,525
Operating					
Rent	\$48,239	\$68,443	\$59,825	\$64,861	\$65,769
Utilities	\$15,916	\$21,140	\$19,694	\$25,902	\$26,265
Office/Program Supplies	\$36,304	\$3,276	\$2,621	\$7,076	\$7,175
Building Maintenance Supplies/Repair	\$2,936	\$3,437	\$3,092	\$5,538	\$5,616
Printing/Reproduction	\$9,196	\$11,057	\$10,877	\$15,086	\$15,297
Insurance	\$3,866	\$5,625	\$5,486	\$6,323	\$6,412
Staff Training	\$4,179	\$0	\$1,416	\$5,000	\$5,070
Staff Travel	\$24	\$0	\$0	\$0	\$0
Equipment	\$1,343	\$1,876	\$2,676	\$6,786	\$6,881
Dues and Subscriptions	\$99	\$25	\$32	\$717	\$727
Bank Charges	\$2,750	\$2,833	\$1,593	\$13,850	\$14,044
Software and Licensing	\$34,992	\$13,590	\$18,479	\$26,196	\$26,563
Consultants					
Consultants/Temporary Staffing	\$35,990	\$5,140	\$1,766	\$12,661	\$12,661
Subcontractors					
Early Educator Transcript Verification and Stipend Application Support	\$0	\$0	\$0	\$350,000	\$350,000
City College of San Francisco	\$0	\$0	\$0	\$200,000	\$200,000
CA Early Childhood Mentor Program	\$0	\$0	\$0	\$10,000	\$10,000
Child Care Providers United	\$0	\$0	\$0	\$10,000	\$10,000
Center for the Study of Child Care Employment	\$0	\$0	\$171,131	\$42,866	\$42,866
ECE STEP (early educ. substitute)	\$0	\$0	\$0	\$0	\$1,770,000
Passthrough (no indirect)					
Local funds	\$26,498,900	\$23,303,480	\$30,969,045	\$70,597,884	\$70,597,884
Federal funds	\$468,486	\$468,486	\$811,115	\$677,870	\$677,870
Indirect	\$107,104	\$152,884	\$164,468	\$209,149	\$262,037
Total Expenditures	\$27,788,516	\$24,944,080	\$33,212,216	\$73,492,093	\$75,454,704

Amendment #2 total: \$234,891,608

Original Agreement & First Amendment total: \$164,346,004

Amendment #2 augmentation amount: \$70,545,604

Notes:

FY23,FY24 & FY25 are based on actual expenses and FY26 & FY27 are estimates

Appendix E – Permitted Subgrantees

California Workforce Registry/Early Educator Transcript Verification and Stipend Application
Support
City College of San Francisco
California Early Childhood Mentor Program
Child Care Providers United
ECE STEP

Early Educator Wage Support Programs

SF Board of Supervisors Finance and Budget Committee

July 15, 2026



San Francisco Department of
Early Childhood





Purpose

- This agreement supports San Francisco's Early Care and Education workforce development and compensation initiatives, funded through the Babies and Families First Fund, also known as Baby Prop C.
- These initiatives help retain current early educators and attract new educators to the field.
- Wage support strengthens workforce stability and improves outcomes for young children in San Francisco.



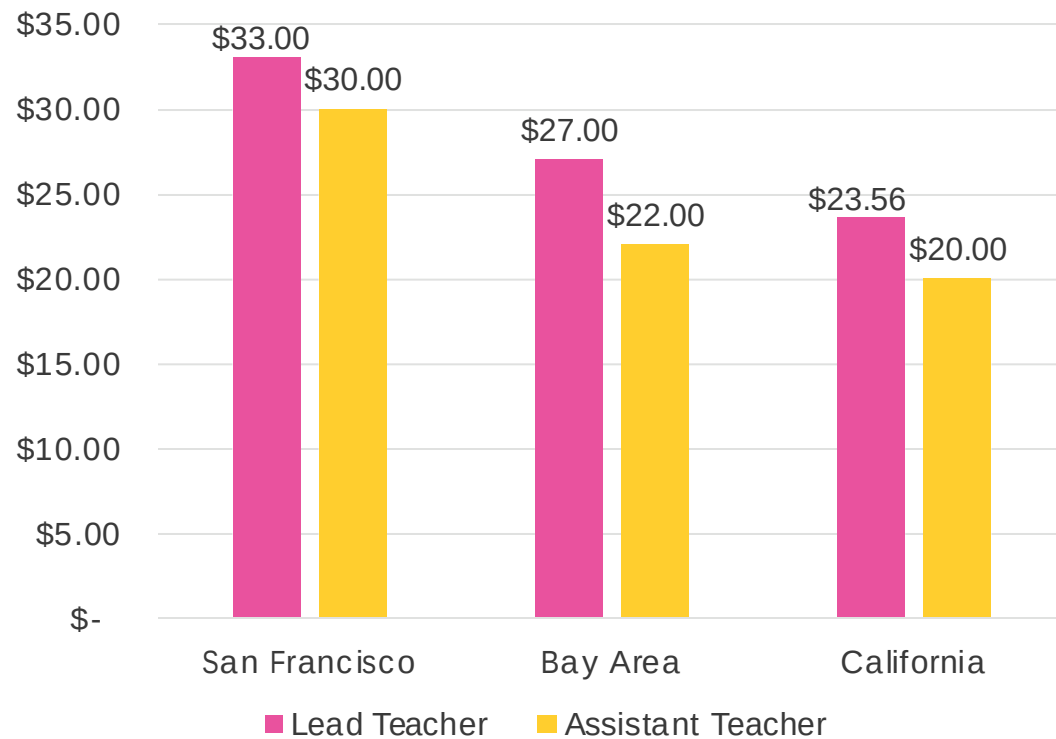


File 26-0444 (second amendment to File 23-0206)

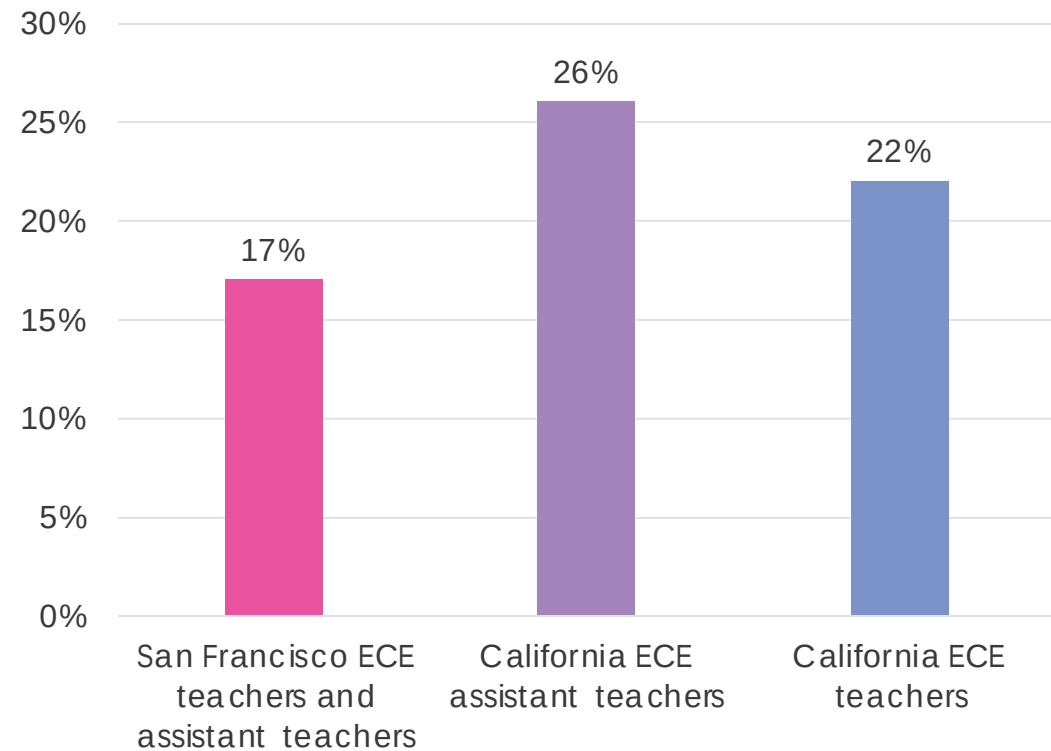
- Grant agreement between the Department of Early Childhood and the Children's Council of San Francisco.
- Grant increases by \$70,545,604, from \$164,346,004 to \$234,891,608, to fund the second year of the contract extension, including:
 - CARES 3.0: Early Educator Stipends
 - Early Educator Salary Support Grant
 - Work Conditions Supplemental Supports
- The period of the grant would remain unchanged from October 1, 2022 to June 30, 2027

San Francisco's early educator compensation and job retention outpace the state

Median Center-Based Early Educator
Wages (Self-Reported), 2025
*Forthcoming SEQUAL Survey Results and California
Workforce Study*



Turnover Rate Among Center-Based Early
Educators, 2025
*Forthcoming SEQUAL Survey Results and California
Workforce Study*



Wage Support for FY 2024-25

3,175 educators received compensation enhancements



1,445

educators working in the city's highest need centers saw their salaries increase by an average of **47%** via the Early Educator Salary Support Grant, a critical step toward closing long-standing wage gaps and stabilizing the workforce



1,730

educators received at least one stipend award, which averaged **\$6,653**. Annualized across two stipend periods, that's an average increase of **\$13,306**

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

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

CHILDREN'S COUNCIL OF SAN FRANCISCO
Grant ID: 1000028798

THIS GRANT AGREEMENT ("Agreement") is made as of **OCTOBER 1, 2022**, in the City and County of San Francisco, State of California, by and between **CHILDREN'S COUNCIL OF SAN FRANCISCO** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the **SAN FRANCISCO DEPARTMENT OF EARLY CHILDHOOD** ("Department"),

RECITALS

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

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

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

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

WHEREAS, the Board of Supervisors, approve this Agreement by Resolution No. 180-23 on April 18, 2023; and

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

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

ARTICLE 1
DEFINITIONS

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

- (a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall mean the activities, performance measures and budget documents described in, or attached as, Appendix B. Commencing with the first disbursement of funds under this Grant to Grantee pursuant to Section 5.3, the Grant Plan shall be governed by the most recent Work Plan submitted by Grantee through the online Contract Management System if, and only if, such Work Plan is approved by the Department through the Contract Management System.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

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

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

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

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

ARTICLE 2

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

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

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

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

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

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to

provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 **TERM**

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

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

ARTICLE 4 **IMPLEMENTATION OF GRANT PLAN**

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

4.2 Grantee's Personnel.

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

(b) **Grantor Vaccination Policy.**

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

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

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

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

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

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

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

4.5 Publications and Work Product.

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

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

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

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

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

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

ARTICLE 5

USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **One Hundred Forty-Nine Million, Four Hundred and Five Thousand, Four Hundred Fifty-Eight Dollars (\$149,405,458)** in the period from **October 1, 2022, to June 30, 2025, plus any contingent amount authorized by the City and certified as available by the Controller's Office.**

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

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

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

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

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and B and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

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

5.4 State or Federal Funds

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

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

5.5 Advance of Funds. Grantee shall be entitled to an advance payment in an amount not to exceed **a maximum of four quarterly amounts approved by the Department for the current fiscal year.** These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by the Department of a Funding Request from Grantee. Any advance payment from the Department shall be returned in whole or in part, by Grantee upon request by the Department or at the Department's sole discretion deducted in whole or in part, by the Department from disbursements rendered to Grantee as described above.

ARTICLE 6

REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted electronically or on recycled paper and printed on double-sided pages, to the maximum extent possible. The Grantee shall furnish the Department with Quarterly Reports describing its activities under this Grant Agreement and a year-end report in a format to be determined by the Department. Quarterly reports will include, but are not limited to a description of those reports described in Appendix G. Quarterly reports must be received by the Agency by the following dates for the previous calendar quarter: Quarter 1 report due April 30th; Quarter 2 report due July 31; Quarter 3 report due October 31; and Quarter 4 report due January 31.

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

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

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any

Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

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

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

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

(a) Through its Board of Directors, the Grantee shall, as determined by the Department, adopt and comply with all standards, specifications and formats related to project evaluation and planning, including, but not limited to the provisions of individual participant information, project information, data statistics, monitoring reports and monthly and/or quarterly activities conducted or authorized by the Department. The Grantee shall maintain accurate and complete records, reports and statistics necessary for the services under this Agreement and to facilitate planning, monitoring, and evaluation by the

Department. Appropriate safeguards as determined by the Department shall be established by Grantee to protect the confidentiality of records and to minimize the possibility of theft, loss or destruction.

(b) Grantee shall comply with performance and management assessments and related activities conducted and notified to Grantee by the Department. Such activities which Grantee is required to attend include quarterly meetings and technical assistance workshops held by the Department.

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

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

ARTICLE 7

TAXES

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

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

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

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

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

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

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

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

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

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

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

8.4 Conflict of Interest.

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

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

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

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

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

ARTICLE 9

INDEMNIFICATION AND GENERAL LIABILITY

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

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

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

ARTICLE 10 **INSURANCE**

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

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

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

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

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

(e) Fidelity Bond. Grantee shall maintain throughout the term of this contract, at its expense a blanket fidelity bond covering all officers and employees, including City as additional obligee or loss payee as its interests may appear.

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

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

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

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

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

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a

general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

ARTICLE 11

EVENTS OF DEFAULT AND REMEDIES

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

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

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

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

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

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

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

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

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

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

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

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

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

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

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

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

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

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

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

ARTICLE 12

DISCLOSURE OF INFORMATION AND DOCUMENTS

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

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

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 14

INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or

arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

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

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:)

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

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

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16

COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or

subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

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

16.3 Reserved.

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

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

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee

fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

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

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

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

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

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall

have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

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

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the

Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

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

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

16.20 Reserved.**16.21 Compliance with Other Laws.**

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

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

ARTICLE 17

MISCELLANEOUS

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

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

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

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

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

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

Appendix A, Definition of Eligible Expenses
 Appendix B, Definition of Grant Plan
 Appendix C, Form of Funding Request
 Appendix D, Interests in Other City Contracts
 Appendix E, Permitted Subgrantees
 Appendix F, Department Reporting Instructions
 Appendix G, State/Federal Funding Terms

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

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

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

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

Section 4.3 Ownership of Results.	Article 12 Disclosure of Information and Documents
Section 6.4 Financial Statements.	
Section 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
Article 7 Taxes	
Article 8 Representations and Warranties	
Article 9 Indemnification and General Liability	
Section 10.4 Required Post-Expiration Coverage.	

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

17.12 Reserved. Dispute Resolution Procedure.

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

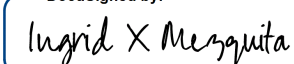
17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco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

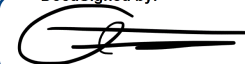
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of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

CITY

GRANTEE

**CHILDREN'S COUNCIL OF SAN
FRANCISCO**

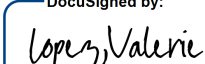
DocuSigned by:
By: 
Ingrid X. Mezquita
Executive Director
Department of Early Childhood

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

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

Approved as to Form:

David Chiu
City Attorney

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

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

1. Definitions

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

2. Purpose

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

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

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

3. Background

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

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

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

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

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

4. Diversity, Inclusion, and Racial Equity

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

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

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

5. Target Population

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

6. Location and Accessibility of Services

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

7. Communications and Messaging

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

8. SCOPE OF WORK- Description of Services Overview

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

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

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

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

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

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

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

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

Services to be provided- Staffing and Accountability for Deliverables

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

Services to be provided- Technical Assistance & Communications

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

Services to be provided- System Development & Continuous Quality Improvement

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

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

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

Service to be provided- Service & Outcomes Objectives

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

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

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

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

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

9. Data Systems

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

MOU/Funding Agreements:

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

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

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

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

Monthly & Quarterly Reports

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

Annual Reports

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

Monitoring Activities

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

Audit Response

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

Appendix B --Definition of Grant Plan

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

Appendix C--Form of Funding Request

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

Grantee is responsible for retention of all payroll records, receipts, invoices, and other forms documenting expenses for which reimbursement is requested under this grant. Grantee acknowledges failure to provide adequate documentation – as solely determined by the Department – of an eligible expense may result in denial of reimbursement for the expense in question.

Grantee certifies that:

- (a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached budget form in Appendix B.
- (b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.
- (c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- (d) No Event of Default has occurred and is continuing; and
- (e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

Appendix D--Interests In Other City Contracts

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

Appendix E --Permitted Subgrantees

None

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

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

The Commission requires quarterly reports, an annual report, and financial reports. The information presented in the quarterly reports should highlight the activities that have occurred in the most recent reporting period. The annual report should describe the activities of the last quarter and summarize and evaluate the activities of the whole year. Financial reports include monthly invoices, audited financials, and an annual fiscal assessment conducted by the Agency and/or City.

Quarterly reports should be submitted via the Agency's online contract management system one month after the end of each quarter.

Quarterly Program Narrative Reports

Program Reporting

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

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

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

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

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

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

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

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

Annual Program Activity Report

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

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

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

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

Financial Reporting

Reimbursement requests should be submitted via the Department's online contract management system after the close of the Grantee's books each month. Grantees will need to demonstrate reimbursement requests align with the approved grant budget and if requested produce backup documentation.

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

Appendix G -- State/Federal Funding Terms

I. State/Federal Required terms:

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

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

II. Grant Components:

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

(1) Federal Award Identification.

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

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

III. – Reporting

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

IV. Affidavit:

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

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

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF EARLY CHILDHOOD**

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**CHILDREN'S COUNCIL OF SAN FRANCISCO
1000028798**

FIRST AMENDMENT

This AMENDMENT of the, October 1, 2022 Grant Agreement (the "Agreement") is dated as of July 1, 2025 and is made in the City and County of San Francisco, State of California, by and between CHILDREN'S COUNCIL OF SAN FRANCISCO ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through DEPARTMENT OF EARLY CHILDHOOD ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through RFP #1025, San Francisco ECE Workforce Compensation Initiative Fiscal Agent and Administrator, issued on April 18, 2022; and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement Resolution No. 180-23 on April 27, 2023; and

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

WHEREAS, the original grant is being amended with a no-cost extension to the grant term for this Grant Agreement; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

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

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History),

111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

(a) Section 3.2 Duration of Term

Section is hereby deleted and replaced in its entirety to read as follows (new text in bold):

3.2 Duration of Term. The term of this Agreement shall commence on **October 1, 2022**, and expire on **June 30, 2027**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

(b) Section 4.2(b) Grantor Vaccination Policy

Section 4.2(b) ("Grantor Vaccination Policy") of the Grant Agreement is hereby deleted in its entirety.

(c) Section 5.1 Maximum Amount of Grant Funds

Section is hereby deleted and replaced in its entirety to read as follows (new text in bold):

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **One Hundred Forty-Nine Million, Four Hundred and Five Thousand, Four Hundred Fifty-Eight Dollars (\$149,405,458)** in the period from **October 1, 2022**, to **June 30, 2027**, plus any contingent amount authorized by the City and certified as available by the Controller's Office.

In no event shall the Grant Contingent Funds disbursed hereunder exceed **Fourteen Million, Nine Hundred Forty Thousand, Five Hundred Forty-Six Dollars (\$14,940,546)** in the period from **October 1, 2022** to **June 30, 2027**, pending availability of funding and subject to authorization by the Department of Early Childhood and certified by the Department and the Controller's Office.

The maximum amount of Grant Funds and Grant Contingent Funds disbursed hereunder shall not exceed **One Hundred Sixty-Four Million, Three Hundred Forty-Six Thousand Four Dollars (\$164,346,004)** in the period from **October 1, 2022** to **June 30, 2027**.

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

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

(d) Section 15.1 Requirements

Section is hereby deleted and replaced in its entirety to read as follows (new text in bold):

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be

addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:

If to the Department or City: DEPARTMENT OF EARLY CHILDHOOD
1650 MISSION STREET, SUITE 300
SAN FRANCISCO, CA 94103
Attn: **Susan Jeong**
Email: **susan.jeong@sfgov.org**

If to Grantee: CHILDREN'S COUNCIL OF SAN FRANCISCO
445 CHURCH STREET
SAN FRANCISCO, CA 94114
Attn: **Barbara Carlson**
Email: **bcarlson@childrenscouncil.org**

Any notice of default must be sent by registered mail.

(e) Section Appendix A – Eligible Expenses

Such section is hereby replaced in its entirety by Appendix A (attached to this Amendment).

(f) Section Appendix B – Definition of Grant Plan

Such section is hereby replaced in its entirety by Appendix B (attached to this Amendment).

(g) Section Appendix E – Permitted Subgrantees

Such section is hereby replaced in its entirety by Appendix E (attached to this Amendment).

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

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

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

CITY

GRANTEE

**CHILDREN'S COUNCIL OF
SAN FRANCISCO**

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

Signed by:
By: Barbara Carlson
Barbara Carlson
Chief Executive Director

Federal Tax ID: 94-2221305
City Supplier ID: 0000022965

Approved as to Form:

David Chiu
City Attorney

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

Appendix A – Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan. The Department will determine if eligible expenses are allowable, reasonable, allocable, and are invoiced based on the proportional benefit received prior to reimbursement. The Department has adopted a modified version of the Controller’s Guidelines for Cost Categorization for Nonprofits Grants. The list below only shows general eligible expenses and may not be comprehensive. Please refer to the most current Department version of these guidelines for a detailed list of all eligible and ineligible expenses. **Please check with the lead Department program officer for further clarification or if an expense is not listed.**

General **eligible** direct expenses may include the following:

- Salaries of all program staff, supervisory staff, and support/clerical staff that work directly on programs (a time study or functional timesheet is required if a staff is funded by multiple sources).
- Fringe benefits such as FICA, SUI, health and medical benefits, and retirement benefits (benefits not required by city, state, and/or federal law must be pre-approved by the Department).
- Stipends for non-staff.
- Professional services and/or subcontracts (requires pre-approval by the Department).
- Materials and supplies used in the operation of the program (includes food for program participants).
- Facilities or occupancy costs associated with building space, rental/lease of space used to run the program, rent for main space and auxiliary space, and costs associated with facility upkeep and maintenance, including janitorial services.
- Portion of utilities used by the program.
- Equipment purchase, lease, and maintenance costs that directly benefit program participants (includes computers, information technology (IT) systems, furniture, ongoing or one-time lease, printers, photocopying equipment, and direct costs or percentage allocation of shared equipment used by the program).
- Transportation and travel costs used for direct staff for program purposes (includes mileage, vehicle rental, tolls, gas, air travel, and ground transportation). Out-of-town travel will need to be pre-approved by the Department. All related costs are subject to GSA per diem rates
- Staff development costs used to pay registration or attendance fees for direct staff to attend workshops or trainings aimed to build capacity for the program (all training costs must be pre-approved by the Department).
- Events and field trip costs directly related to the program.
- Incentives for program participants (gift cards, honoraria, and award for participants, speakers, and volunteers).
- Insurance (commercial general liability, auto, workers compensation, event insurance, and an allocation of program-specific or applicable agency-wide insurance costs).
- Professional licenses for staff, if required for program.
- Job posting and fingerprinting of staff, if required for program.
- Basic needs (items with nominal retail value purchased to support participants which may include diapers, wipes, formula, clothing, basic hygiene items, potty training equipment, breastfeeding supplies, and food).
- Barrier removal items for program participants.

General **eligible administrative/indirect** expenses may include the following (but may not be included as part of shared costs):

- A portion of administrative staff salaries and mandatory fringe benefits (executive director, financial officer, contract/compliance, other administrative, accounting, bookkeeping, payroll, human resources, IT).
- A portion of contractual services (audit fee, administrative IT systems, website).
- A portion of office supplies used by administrative staff or board meetings.
- A portion of rent and utilities used by administrative staff.
- A portion of equipment used by administrative staff.
- A portion of transportation expenses incurred by administrative staff.
- A portion of insurance fees required policies.
- A portion of staff development costs used to pay registration fees for staff to attend workshops or trainings aimed to build capacity for the agency overall.
- A portion of telecommunications costs for administrative staff.

The following are some expenses that are **ineligible for both direct and administrative/indirect expenses** under government funding:

- Facilities or occupancy costs such as property taxes, loans against own property, and security deposits.
- Mortgage principal or mortgage interest attributable to fully depreciated assets.
- Alcoholic beverages, sugar-sweetened beverages, bottled water, and tips/gratuities.
- Personal or business related costs or expenses not associated with program.
- Any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds.
- Parking/moving violations, penalties, late charges or interest on any late payments.
- Taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.
- Some capital expenses.
- Any and all fundraising expenses.
- Any and all political activity costs.

Appendix B – Definition of Grant Plan

The term “Grant Plan” shall mean the activities, performance measures and budget documents described in, or attached as, Appendix B.

See attached scope of work and budget.

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

Grantee will also participate in an annual fiscal and compliance monitoring. This will include, but not be limited, to review of invoices and all corresponding back-up documentation, financial statements, audits, and policies and procedures. Grantees may be requested to provide more than two months of invoice documentation by the Department.

Contractor will conduct transactions and services on behalf of the Department of Early Childhood (DEC) for the Early Care & Education (ECE) Workforce Development and Compensation Initiatives to help ensure the efficient and effective administration and operation of applicable grants.

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

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

- **Disburse funds for a variety of workforce compensation initiatives;** on behalf of and under the specific direction of the Department of Early Childhood to qualified ELFA programs and/or individuals.
- Contractor will issue payments on a monthly, quarterly, or other schedule as requested by DEC based on a funding formula or enumerated amount specified by DEC. Quarterly advance payments to participating programs will be made within 3 weeks of receipt of required documentation and no later than the first week of the new quarter.
 - Contractor will issue payments via direct deposit or hard copy check based on the agencies’ preferred method.
 - Contractor may also be directed to conduct transactions on behalf of DEC upon direction from the contract manager for payments associated with miscellaneous or one-time-only services.
- Update annual Early Education Salary Support Grant (EESSG) Fund Distribution Plan before the end of the last quarter of the fiscal year and share with Funder for review and approval for implementation for following fiscal year.
 - Distribution plan will include: process of identification of MOU grant amounts for new fiscal year, process for establishing grant distribution amount per eligible agency, including articulation of criteria for funding methodology.
- Reconciliation Policy and Procedure
 - Contractor will review quarterly reports and reconcile funding on a quarterly basis in addition to end of year reconciliation for individual participating agencies.
 - Contractor will develop process, procedures, and documentation for notifying agencies

- o of a positive balance and document reconciliation plans for each agency.
 - o Contractor will share these reports with the funder on a quarterly and as-needed basis.
- Contractor will maintain multiple levels of internal fiscal controls to which all originating expenditures and payment request are subject, included, but not limited to:
 - o Program or administrative staff will ensure cash advances are requested and secured for timely distributions of funding.
 - o Program or administrative staff prepare adequate documentation (e.g., third-party invoices, requests for payment, and/or reimbursements) utilizing only agency-approved paper or electronic forms and submit those to their respective director for approval.
 - o Requests for payment are submitted to the appropriate director for review and approval; directors provide account coding as necessary, check that expenditures are supported by appropriate documentation, and ensure alignment with line-item budgets for the program or function.
 - o All expenditures and payment requests approved by directors are then reviewed by the AP Supervisor for appropriate documentation, expense coding, expense authority level (e.g., above or below approval threshold amounts), and are signed by the Senior Fiscal Data Manager/Finance Manager before submission to the Accounts Payable (A/P) Accountant.
 - o The A/P Accountant provides a second review of each payment request for coding to the appropriate program, general ledger account, and funding source; checks that documentation meets fiscal policy standards for third party initiation; and that program directors have indicated appropriate review and approval of the expense. The A/P Accountant then prepares a check run for processing checks against approved accounts payable requests, and before producing checks provides the accounts payable ledger to the Senior Fiscal Data Manager and AP Supervisor for a final review.
 - o The Senior Fiscal Data Manager and AP Supervisor receive the accounts payable ledger prior to producing a check run, ensuring that requested check amounts match the amounts on the expense request and supporting invoices. The AP Supervisor clears the ledger for check production by the A/P Accountant, then reviews each check against the expense request (e.g., Check Request, Expense Reimbursement, Credit Card Expense Statement, etc.). The A/P Accountant then provides the checks to authorized check signers for signature.
 - o All checks, regardless of amount, require two signatures by authorized check signers – usually the Chief Executive Officer and the Chief Financial Officer. Each of the check signers reviews the underlying invoice or supporting documentation of the payment prior to signing each check in the weekly check run.
 - o Contractor will track and compile all payment information over time to ensure data integrity in fiscal and program reporting, and to compile records for analysis in partnership with DEC. Enrollments will be reported to DEC through their online data system and/or through submissions from agencies and will be verified.
- **Administer and monitor grant determination, fund distribution, and ongoing eligibility:**
 - o Provide DEC with a document outlining the process and procedures for how contractor administers and monitors grant determination, fund distribution and ongoing eligibility for EESSG.
 - Review and update process and procedures for discussion with Funder before the end of last quarter of the fiscal year for implementation the following fiscal year.
 - o Review and monitor programs' financial information (payroll records, California Early Care and Education Workforce Registry Data) related to wages/compensation. Contractor will create individual Recipient Dropbox folders to allow for secure submission of sensitive data.
 - o Communicate with programs regarding payments and reporting requirements of the

initiative.

- Contractor will document and store communication with Recipients, and file in shared e-folder (e.g. DropBox) with Recipients and Funder
- Maintain and document a process to monitor for changes in programs' qualifications and eligibility criteria and adjust award accordingly on a quarterly basis.
- Tracking and reporting on payments and tax information, determining funding eligibility, customer support related to payments, ad-hoc data reporting, and the development and maintenance of internal data systems necessary to facilitate accurate and timely payments and reporting.
- Contractor will issue and track appropriate tax forms (e.g. W-9) related to stipend distributions as directed by DEC to support compensation and workforce pathways efforts.

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

- Contractor will update and submit a data collection and monitoring plan for EESSG to funder before the end of last quarter of the fiscal year for implementation the following fiscal year. Plan will be updated and adjusted accordingly annually before the start of the new fiscal year.
 - Verification that program's staff roster (as reported in the Staff Education Wage Form) is also in the Workforce Registry for the applicable pay period or cycle.
 - Contractor will also verify in the CA Workforce Registry, educational qualifications of staff as reported on the staff roster.
 - Regular reviews of wage records from program payroll reports to confirm appropriate wages, or wage ranges are being paid.
 - Verification of benefits being offered (e.g., medical and dental contributions, retirement contributions, other fringe benefit contributions), including review of vendor invoices and employer check stub or check documentation showing appropriate deductions, dates, etc. (if applicable).
- Contractor will collect and track data, including, but not limited to staff education/permit levels, hourly wages, staff retention, and attracting new staff for qualified agencies/programs via data systems including, but not limited to, the California Early Care and Education Workforce Registry, DETS (or its successor), and other databases or internal trackers as directed by DEC.
- Work with DEC to assess program measures, including funding uptake, issuance challenges, and funding outcomes on the ECE workforce
- Ensure that routinely collected data is current and accurate.
- Highlight areas where data systems are obstacles in the above and in collaboration with DEC troubleshoot and implement solutions
- Refer participants in need of data systems support to resources, including but not limited to Help Desk operated by Children's Council of San Francisco
- Develop and maintain a methodology to store and provide information electronically that is readily available to multiple users in a timely manner.
- Maintain compliance with all federal, state, and local laws, regulations and funding terms related to this contract including policies and procedures to ensure program and early educator data is private, protected, confidential, and is used strictly for the purposes of the Initiative.

Services to be provided- Staffing and Accountability for Deliverables

- Provide DEC with updated staffing plans as changes occur in FTE, vacancies, etc.
 - Plan to include short-term solutions for vacant positions to ensure immediate and long-term deliverables are met.
 - Ensure funding and allocation of FTE's is specific to the initiatives described in this Appendix A including and staff are not being allocated to multiple contracts that exceed

1 FTE.

- Plan to be reviewed each start of the first quarter of each contract year, however review will not necessarily guarantee an increase in FTE or funding unless is mutually agreed and approved by DEC.

Services to be provided- Technical Assistance & Communications

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

Services to be provided- System Development & Continuous Quality Improvement

- The Contractor will develop a project plan for review and approval by DEC, with clearly defined tasks, timelines, and the staff responsible for implementing the various moving parts to successfully administer the initiatives. Project plans will be due by the end of each fiscal year for implementation consideration the following year.

- The Contractor will draw on existing data sources and required reporting to streamline processes, identify capacity gaps of programs, and provide technical support regarding the grant funding, including use of required data systems and required reporting.
- Annually thereafter the contractor will use survey data, feedback, experience, and relevant data to guide continuous program improvement and develop a summary of recommendations aimed to help reduce the administrative burden or other relevant areas for improvement.
- Before the end of the 4th quarter of every fiscal year Contractor will report to funder programmatic and/or reporting recommendations of changes based on administrator survey feedback to be implemented the following fiscal year
- Contractor will demonstrate that quality assurance and internal controls are developed to allow staff to meet or exceed target accuracy rates per function.

Service to be provided- Service & Outcomes Objectives

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

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

Revised categories	Collection Frequency	Source of Data	Primary Change
Increased Compensation	Annual	Quarterly reports from agencies	Change to annual reporting timeframe
Early Educator Job Satisfaction & Prep Time and Planning	Annual	Educator survey	Switch this to annual reporting and survey distribution. Combine Job Satisfaction with Prep and Planning Time.
Fringe Benefits & Health Care Access	Annual	Quarterly reports from agencies	Combine Health Care Access and Fringe Benefits into one annual report.
Racial Equity	Annual	Administrator Workforce registry	Annual reporting.
Educational Attainment	Biannual	Quarterly reports from agencies Administrator	Biannual or quarterly movement more likely?
Educator Recruitment & Educator Retention	Biannual	Quarterly reports from agencies	Recruitment and retention combined
Workforce Registry Data Quality & Workforce Registry Participation	Biannual	Workforce registry	Sync timing with Retention and Recruitment.
System Development & Continuous Quality Improvement	Biannual	Administrator survey	Shift to biannual.

Category	Data Collected	Reporting Period	Analysis Period	Report Date(s)	Source of Data	CA ECEWFR Data used as data source?
Increased Compensation	Educator hourly wage	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Quarterly reports from agencies	No, but can be verified/ cross-checked
Early Educator Job Satisfaction & Prep Time and Planning	Survey with questions about: -Job satisfaction -Paid planning time -Workforce conditions	July 1- June 30 (Q1, Q2, Q3, and Q4) Survey goes out in JULY	July – Sept (After the end of the FY)	Sept 30th	Educator survey	No
Fringe Benefits & Health Care Access	Number and percentage of staff with access to health care benefits and fringe benefits	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Quarterly reports from agencies	No
Racial Equity	Diversity of leadership, staff, and promotional opportunities available to staff/educators of color	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Administrator Workforce registry	Yes, merged with SEWF
Educational Attainment	Number and percentage of ELFA educators who are: -Attaining postsecondary degrees -Recognized academic credential (including CTC permits) -Gains in ECE unit-bearing coursework	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Quarterly reports from agencies Administrator	Yes, as secondary source
Educator Recruitment & Educator Retention	Number of educators recruited Number of vacancies	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Quarterly reports from agencies	No

Workforce Registry Data Quality & Workforce Registry Participation	Types and quantity of early educator updates in the California Early Care and Education Workforce Registry	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Workforce registry	Yes, primary source, completed by CC team (BOS)
System Development & Continuous Quality Improvement	Provider experience Administrative experience / burden Feedback and recommendations	Jan 1- June 30 (Q3 and Q4) Survey goes out in JULY July 1 – Dec 31 (Q1 and Q2) Survey goes out in January	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Administrator survey	No

Data Systems

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

MOU/Funding Agreements:

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

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

- At minimum, Contractor will survey all programs once per year (also referred to as Bi Annual Administrator Survey or Quarterly Teacher Survey) solicit feedback on quality of services. As capacity and experience with feedback loops expands, Contractor will move toward more

- regular and high-quality feedback loops.
- Contractor will develop an action plan to describe the system improvements based on the feedback received. The plan will be reviewed, updated and presented to DEC a minimum of once per year and will include timeline for service improvements implementation.

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

Monthly & Quarterly Reports

- Contractor will submit quarterly reports to summarize the progress on service and outcome objectives for the Initiative. Quarterly reports will include summary of grant determination, ongoing eligibility, data collection and monitoring, fund Disbursement, reconciliation, technical assistance and communications.

Annual Reports

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

Monitoring Activities

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

Audit Response

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

Workforce Administration Grant Estimated Budget

Children's Council	FY23	FY24	FY25	FY26	FY27
Salaries & Benefits					
Workforce Compensation Staff	\$209,917	\$408,696	\$456,541	\$456,541	\$456,541
Program Support Trainer	\$57,497	\$72,367	\$75,468	\$75,468	\$75,468
Data/Evaluation/IT staff	\$74,112	\$131,402	\$143,311	\$143,311	\$143,311
Finance/Accounting staff	\$176,667	\$270,323	\$312,620	\$312,620	\$312,620
Operating					
Rent	\$48,239	\$68,443	\$78,654	\$78,654	\$78,654
Utilities	\$15,916	\$21,140	\$20,703	\$20,703	\$20,703
Office/Program Supplies	\$36,304	\$3,276	\$9,917	\$9,917	\$9,917
Building Maintenance Supplies/Repair	\$2,936	\$3,437	\$4,200	\$4,200	\$4,200
Printing/Reproduction	\$9,196	\$11,057	\$13,261	\$13,261	\$13,261
Insurance	\$3,866	\$5,625	\$5,297	\$5,297	\$5,297
Staff Training	\$4,179	\$0	\$30,028	\$30,028	\$30,028
Staff Travel	\$24	\$0	\$500	\$500	\$500
Equipment	\$1,343	\$1,876	\$9,943	\$9,943	\$9,943
Dues and Subscriptions	\$99	\$25	\$1,461	\$1,461	\$1,461
Bank Charges	\$2,750	\$2,833	\$1,566	\$1,566	\$1,566
Software and Licensing	\$34,992	\$13,590	\$21,280	\$21,280	\$21,280
Consultants					
Consultants/Temporary Staffing	\$35,990	\$5,140	\$20,437	\$20,437	\$20,437
Subcontractors					
California Workforce Registry	\$0	\$0	\$0	\$350,000	\$350,000
City College of San Francisco	\$0	\$0	\$0	\$200,000	\$200,000
CA Early Childhood Mentor Program	\$0	\$0	\$0	\$10,000	\$10,000
Child Care Providers United	\$0	\$0	\$0	\$10,000	\$10,000
Passthrough (no indirect)					
Local funds	\$26,498,900	\$23,303,480	\$22,879,449	\$40,993,489	\$40,670,588
Federal funds	\$468,486	\$468,486	\$835,015	\$468,486	\$468,486
Indirect	\$107,104	\$152,884	\$180,778	\$180,778	\$180,778
Total Expenditures	\$27,788,516	\$24,944,080	\$25,100,430	\$43,417,940	\$43,095,039

Notes:

FY23 & FY24 are based on actual expenses

FY25, FY26 & FY27 are estimates

Appendix E – Permitted Subgrantees

California Workforce Registry
City College of San Francisco
California Early Childhood Mentor Program
Child Care Providers United

Workforce Administration Grant Estimated Budget

Children's Council	FY23	FY24	FY25	FY26	FY27
Salaries & Benefits					
Workforce Compensation Staff	\$209,917	\$408,696	\$437,767	\$573,398	\$581,425
Workplace Conditions Support Staff	\$0	\$0	\$0	\$0	\$120,380
Program Support Trainer	\$57,497	\$72,367	\$74,143	\$78,681	\$79,783
Data/Evaluation/IT staff	\$74,112	\$131,402	\$133,270	\$155,282	\$157,456
Finance/Accounting staff	\$176,667	\$270,323	\$323,720	\$396,967	\$402,525
Operating					
Rent	\$48,239	\$68,443	\$59,825	\$64,861	\$65,769
Utilities	\$15,916	\$21,140	\$19,694	\$25,902	\$26,265
Office/Program Supplies	\$36,304	\$3,276	\$2,621	\$7,076	\$7,175
Building Maintenance Supplies/Repair	\$2,936	\$3,437	\$3,092	\$5,538	\$5,616
Printing/Reproduction	\$9,196	\$11,057	\$10,877	\$15,086	\$15,297
Insurance	\$3,866	\$5,625	\$5,486	\$6,323	\$6,412
Staff Training	\$4,179	\$0	\$1,416	\$5,000	\$5,070
Staff Travel	\$24	\$0	\$0	\$0	\$0
Equipment	\$1,343	\$1,876	\$2,676	\$6,786	\$6,881
Dues and Subscriptions	\$99	\$25	\$32	\$717	\$727
Bank Charges	\$2,750	\$2,833	\$1,593	\$13,850	\$14,044
Software and Licensing	\$34,992	\$13,590	\$18,479	\$26,196	\$26,563
Consultants					
Consultants/Temporary Staffing	\$35,990	\$5,140	\$1,766	\$12,661	\$12,661
Subcontractors					
Early Educator Transcript Verification and Stipend Application Support	\$0	\$0	\$0	\$350,000	\$350,000
City College of San Francisco	\$0	\$0	\$0	\$200,000	\$200,000
CA Early Childhood Mentor Program	\$0	\$0	\$0	\$10,000	\$10,000
Child Care Providers United	\$0	\$0	\$0	\$10,000	\$10,000
Center for the Study of Child Care Employment	\$0	\$0	\$171,131	\$42,866	\$42,866
ECE STEP (early educ. substitute)	\$0	\$0	\$0	\$0	\$1,770,000
Passthrough (no indirect)					
Local funds	\$26,498,900	\$23,303,480	\$30,969,045	\$70,597,884	\$70,597,884
Federal funds	\$468,486	\$468,486	\$811,115	\$677,870	\$677,870
Indirect	\$107,104	\$152,884	\$164,468	\$209,149	\$262,037
Total Expenditures	\$27,788,516	\$24,944,080	\$33,212,216	\$73,492,093	\$75,454,704

Amendment #2 total: \$234,891,608

Original Agreement & First Amendment total: \$164,346,004

Amendment #2 augmentation amount: \$70,545,604

Notes:

FY23,FY24 & FY25 are based on actual expenses and FY26 & FY27 are estimates

**City and County of San Francisco
Human Services Agency**

Request for Proposals #1025 for:

**San Francisco ECE Workforce Compensation Initiative
Fiscal Agent and Administrator**



Request for Proposals Issued:
Pre-Proposal Conference:
Deadline to Submit Proposals:

April 18, 2022
April 21, 2022 at 10:30am
May 13, 2022 by 3:00pm

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Attachments

Attachment 1: Agreement for Professional Services (form G-100)

Attachment 2: Budget Forms

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

The Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) will unite under a new Department of Early Childhood (DEC) effective July 1, 2022. Summer 2022 marks the official unification of the Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) under a new Department of Early Childhood (DEC). This integrated department will be dedicated to the early care and education, health, and well-being of San Francisco's youngest residents, children under the age of five, and their families. The departments are working jointly towards a multi-year strategic and spending plan that enables the city of San Francisco to provide a strong early learning and care foundation that supports the whole child in school and lifelong success.

DEC's purpose is to elevate the importance of early childhood, ensuring that every child reaches their full potential. DEC will focus attention to the wide ranging issues and challenges that families with young children face from the prenatal period through the early childhood years. DEC's purpose is to elevate public attention to the wide-ranging issues and challenges faced by parents and their children in San Francisco from the prenatal period through the early childhood years. Our partnership with other public agencies and community organizations will focus on equity-centered solutions that make our city the best place in the nation to raise young children.

DEC is committed to the creation of an early childhood system in San Francisco designed to eliminate racial disparities in both opportunities and outcomes. The City and County of San Francisco has adopted racial equity and countering institutional racism as a priority in local decision-making. This work will also seek out innovative science and research to advance early educational equity and ensure San Francisco children have early learning opportunities in high quality programs.

1. General

The San Francisco Human Services Agency (SF-HSA), Office of Early Care & Education (OECE), and First 5 San Francisco Children Commission (F5SF) announces its intent to seek proposals from organizations interested in contracting to serve as a fiscal agent and administrator of the SF Early Care and Education Workforce Development and Compensation Initiatives. The ECE Workforce Development and Compensation Initiative is designed to ultimately result in improved outcomes for children in San Francisco through the support of a well-compensated, stable, and supported ECE workforce. There are four separate initiatives that will be implemented in a phased approach:

1. Workforce Compensation (implementation July 2022)
2. Workforce Benefits (estimated implementation September 2022)
3. Working Conditions (estimated implementation December 2022)
4. Educational Pathways (TBD)

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

2. Background

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

In December 2018, a City Ordinance passed amending the Administrative Code to establish the Early Care and Education for All Initiative, funded by appropriations from the Babies and Families First Fund. This ECE for All Initiative called for a nine-month planning process and charged the Office of Early Care and Education (OECE) to engage community to create a spending framework for the first five years of Prop C funding. The language in the ordinance provided guidance for uses of the funds to reflect the language included in the original ballot measure, including:

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

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

3. Diversity, Inclusion, and Racial Equity

The San Francisco Human Services Agency, Office of Early Care & Education, and First 5 San Francisco are committed to a culture of inclusion. Everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. Our departments believe a diverse and inclusive workforce produces more creative and innovative outcomes for the organization, and ultimately, the children and families we serve.

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

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

Request for proposals respondents must clearly demonstrate how these values are exemplified in their organizational and program operations. This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls that regularly reviews current practices through the lens of racial equity and inclusion to identify areas of improvement.

Additional examples of information to be provided include: the organization’s mission and/or inclusion statements, non-discrimination documents, and/or other supporting documents, community outreach plans, staff training activities on racial equity, and a description of or data on the demographics of staff and program participants.

4. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Term

A contract awarded pursuant to this Solicitation shall have a tentative initial term of three (3) years from July 1, 2022 to June 30, 2025, subject to annual availability of funds, annual satisfactory contractor performance, and need of the department. SF-HSA, OECE, F5SF and DEC have the sole, absolute discretion shall have the option to extend for 2 additional years for a total of 5 years; and also reserves the right to enter into grants of a shorter duration.

C. Anticipated Not to Exceed Amount

The total estimated annual funding for this RFP is approximately \$3,000,000 per year, which may increase or decrease depending on funding availability and need. The funding sources to provide the services will include local general fund dollars and state grant funding. Payment for all services provided in accordance with provisions under this contract shall be contingent upon the availability of funds. The City shall not guarantee any minimum amount of funding for these services. Contract amendments and changes to the scope of work may be required as ECE teachers increase their educational attainment making them eligible for additional compensation/stipend amounts, and/or programs increase their tier level by serving additional target population children.

D. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change.

Proposal Phase	Tentative Date
Request for Proposals Issued	April 18, 2022
Pre-Proposal Conference	April 21, 2022- @ 10:30am-11:30am
Deadline for Written Questions	April 25, 2022- by 12:00pm
Deadline to Submit Proposals	May 13, 2022- by 5:00pm
Tentative Evaluation of Proposals	May 20, 2022
Tentative Notice of Contract Award	May 27, 2022

E. Limitation of Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors,

representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Manager whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Manager whose name appears in this Solicitation (Section VI. B.) – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Definitions

DEC	Department of Early Childhood
DHS	San Francisco Department of Human Services
ECE	Early Care and Education
ELS	Early Learning San Francisco program
FCC	Family Child Care
MQs	Minimum Qualifications
SF-HSA	San Francisco Human Services Agency

G. Target Population

Early Care and Education programs and agencies that have been awarded San Francisco ECE Workforce Compensation Initiative grant(s).

II. SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Contractors should use this description when designing their proposed programs. However, contractors may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected vendor(s) will provide.

A. Description of Services

The description below details some of the components of administration and fiscal agent services for the San Francisco ECE Workforce Development and Compensation Initiative. Contractor will conduct transactions and services on behalf of the Department of Early Childhood for the ECE Workforce Development and Compensation Initiatives to help ensure the efficient and effective administration and operation of applicable grants.

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

Contractor will:

- Distribute funds as directed by DEC.
- Work with DEC to assess program measures, including funding uptake, issuance challenges, and funding outcomes on the ECE workforce
- Collect and track data, including, but not limited to staff education, wages, and staff retention for ELS funded programs via data systems including, but not limited to, the CA ECE Workforce Registry.
- Ensure that collected data is accurate and current.
- Routinely verify data

- Highlight areas where data systems are obstacles in the above and in collaboration with DEC troubleshoot and implement solutions
- Refer participants in need of data systems support to resources, including but not limited to Help Desk operated by Children's Council of San Francisco
- Administer and monitor grant fiscal portion by:
 - Reviewing and monitoring programs' financial information related to workforce compensation
 - Updating grant amounts as applicable
 - Issue payments for grants awarded to programs
- Communicate with programs regarding payments and reporting requirements of the initiative.
- Identify capacity gaps and needs of programs and provide technical support to them regarding the grant awards, including required data systems/entries., Utilize feedback, experience, and relevant data to guide continuous program improvement to reduce the administrative burden on programs.
- Work closely with DEC to coordinate services provided through this contract.
- Establish a project plan with timelines and parties responsible for implementing the steps of setting up the new grant administration and fiscal agent system.
- Maintain a process to monitor for changes in programs' qualifications and eligibility criteria and adjust award accordingly.
- Provide administrative monitoring of funded programs, including timely reporting and adherence to compliance requirements.
- Maintain a process to address specific issues related to grants (e.g. allowable expenditures, fund adjustment).
- Develop a methodology to store and provide information electronically in a timely manner so that it is readily available to multiple users.
- Distribute funds for a variety of workforce initiatives on behalf of and under the specific direction of the Department of Early Childhood to qualified ELS programs and/or individuals.
- Tracking and reporting on payments and tax information, determining funding eligibility, customer payment support, ad-hoc data reporting, and the development and maintenance of the data systems necessary to facilitate accurate and timely payments and reporting.
- Contractor may also conduct transactions on behalf of DEC upon direction from the contract manager for payments associated with miscellaneous, one-time-only services.

B. Objectives

Respondents should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan. The objectives should be specified in the proposals to match the services to be provided.

In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan. The objectives should be specified in the proposal and match the approaches/services to be provided.

1. **Services Objectives**

As part of the proposal, the respondent should demonstrate effective performance management and must develop specific service objectives focusing on implementing and measuring the activities of the work. Respondents should state in measurable, quantifiable terms, the approaches they will use to ensure this initiative is successful.

[Insert Service objectives]

2. **Outcomes Objectives**

As part of the proposal, the respondent is required to demonstrate effective performance management with specific Outcomes Objectives, focusing on measuring the impact of service delivery strategies. Both quantitative and qualitative analysis will measure program efficiency and effectiveness. Respondents should state in measurable, quantifiable terms the outcome objectives they will achieve. The major purpose of objectives is to measure quantity, quality, and impact of services.

The San Francisco Early Care & Education Workforce Development and Compensation Initiatives is a cornerstone strategy in DEC's mission to improve outcomes for young children and their families in San Francisco, and respondents are expected to participate in and contribute to DEC's evaluation plans for these initiative. DEC is implementing these initiatives on research-based findings that affirm a stable, highly-qualified, and well-compensated early educator workforce contributes to better child outcomes. The Workforce Compensation Initiative is designed to minimize staff turnover by striving to ensure living wages for educators, so that children and families can build trusting, supportive relationships with them over the longer term. The Initiative also rewards educators for attaining additional education and certifications to build their knowledge and skills, so that they can better facilitate children's cognitive, social, emotional, and physical development. The Initiative aims to retain or enhance the rich racial/ethnic and linguistic diversity of San Francisco's early educator workforce, which is essential to building strong partnerships with the city's diverse families. While DEC will not necessarily hold respondents accountable for these final outcomes for children and families, successful applicants will play an essential role in tracking key outputs, workforce characteristics, and intermediate outcomes needed to improve implementation and track progress over time.

[Insert Outcome Objectives]

C. Reporting Requirements

- a) Monthly, Quarterly and Annual Reports will be entered into the Contracts Administration, Reporting, Billing Online system
- b) Reporting content will be agreed upon during negotiation and will be based on the described methods for data collection, documentation, reporting, and service and outcome objective data.
- c) Ad-hoc reports will be made available upon request from DEC and/or the City within 24 hours (1 business day).

III. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to HSARFP@sfgov.org. Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 5:00 p.m., on May 13, 2022. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.

B. Format

Proposals must be created using a word processing software (e.g. Microsoft Word, Corel WordPerfect, LibreOffice, FocusWriter, etc), text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g. -Times New Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers).

C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Respondent must ensure that the proposal addresses the Selection Criteria.

1. Table of Contents

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

2. RFP Cover Page – (use form provided in Section XI)

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to

perform the commitments contained in the proposal.

3. Minimum Qualifications – up to 3 pages

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review or award of contract. (refer to section IV, Item A)

4. Contracts (both public and private) – up to 2 pages

Agencies should submit a statement listing relevant contracts with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Include any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

5. Program Approach – up to 10 pages

Description of your agency's specific program approach to deliver the services proposed in this RFP. In addition, please address the following:

- a) Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs in this RFP (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).
- b) Identify any subcontractors and describe their responsibilities in the delivery of services.
- c) List and explain the specific service and outcome objectives to be accomplished and how they will be measured.
- d) Describe methods for data collection, documentation, and reporting on service and outcome objectives.

6. Organizational Capacity – up to 5 pages (not including resumes/job descriptions)

Description of your agency's ability to deliver the services proposed in this RFP. In addition, please address the following:

- a) Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Clearly identify whether services will be performed by existing staff or by proposed staff.
- b) Description of agency experience and staff skills related to working with the identified target population and program design.
- c) Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated.
- d) Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.

7. Fiscal Capacity (Budget) – up to 4 pages (excluding justification, cost allocation plan and audited financial statement)

Please refer to the instructions outlined in Section XIII and use only HSA, OECE, F5SF, or DEC approved budget forms. Provide Cost Allocation Plan and current audited financial statements.

The SF Human Services Agency, Office of Early Care & Education, First 5 San Francisco, and Department of Early Childhood (effective July 1, 2022) intends to award this contract to respondents that it considers will provide the best overall program services at a reasonable pricing structure. We reserve the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Using the budget forms, please provide the direct expenses for all proposed costs to be supported through this contract. Respondents must also provide a budget narrative that clearly explains the basis for each expense listed on the budget forms.

8. Service and Outcomes Objectives—up to 2 pages

Please refer to Section B Objectives above.

9. Completed Page Number Form (refer to Section XII)

IV. PROPOSAL EVALUATION CRITERIA

A. Minimum Qualifications (Pass/Fail)

Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.**

MQ #	Description
MQ1	Respondent has a minimum of 3 years of experience providing fiscal agent and administration or similar services in the public/private sector on behalf of entities with gross revenues of a minimum of \$5,000,000 annually.
MQ2	Respondent must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. An on-line client interactive system is preferred.
MQ3	Respondent has demonstrated experience implementing increasingly more complex initiatives over-time within the scheduled deadlines of the project or program.
MQ4	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.
MQ5	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.
MQ6	Respondent must be able to meet the City's requirements for liability and bonding coverage in the minimum amount of one million dollars.
MQ7	Respondent does not currently receive city funding to provide direct early care and education services to children ages 0-5 in San Francisco.

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Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract.

Please note: Agencies submitting proposals that have previously been contracted by the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.** A letter self-verifying compliance is acceptable.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Total Possible Points: 100

Program Approach (35 points)

- 1) Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? (20 points)
- 2) Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, database management, documentation, and reporting on service and outcome objectives? (15 points)

Organizational Capacity (30 points)

- 1) Does the respondent demonstrate the management/supervisory infrastructure, and administrative/financial capacity to deliver the proposed services? (10 points)
- 2) Based on the experience and qualifications, do the staff of the organization have the necessary skills, training, and experience to successfully provide the services outlined in the RFP? Is the program sufficiently staffed to complete the scope of work? (10 points)
- 3) Does the agency have documented experience and a history of successfully providing the type of programming and/or services described in the RFP and/or demonstrated ability to implement new programming and/or services. Has the organization recently completed projects that successfully met all reporting requirements within a specified timeline? (10 points)

Fiscal Capacity (35 points)

- 1) Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (25 points)
- 2) The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)

V. PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD

A. Pre-Proposal Conference

Proposers are encouraged to attend a Pre-Proposal Conference on April 20, 2022, at 11:00am via teleconference. See bid announcement for details on how to join this meeting. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract Award

The Human Services Agency will select a proposer with whom Agency staff shall commence contract negotiations. The selected proposal will be part of the final contract and will be used as a starting point for contract negotiations. The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Human Services Agency, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

C. Written Questions and Requests for Clarification

Proposers are encouraged to submit written questions before the due date stated in Section I.D. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to April 22, by 3:00pm.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by Addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Candace Gray
Office of Contract Management
San Francisco Human Services Agency
1650 Mission Street, Suite 500

C. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Solicitation Addenda

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

E. Proposal Term

Submission of a Proposal signifies that the proposed services and prices are valid for 180 calendar days from the Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

F. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time **before the deadline** for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the Department may require a Proposer to provide oral or written clarification of its Proposal. The Department reserves the right to make an award without further clarifications of Proposals received.

G. Proposal Errors and Omissions

Failure by the Department to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

I. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

J. Proposer's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1)

negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

K. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

L. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

M. Local Business Enterprise Goals and Outreach

Due to county and state funding for these services, LBE bid discounts will not be used in this RFP.

N. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
 - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall

be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

VII. CITY'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below.

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies.

3. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in 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 §12B.2(b) of the San Francisco Administrative Code

B. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health

benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

C. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>.

D. First Source Hiring Program

A proposer selected pursuant to this solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this agreement and an awarded proposer is subject to the enforcement and penalty provisions in Chapter 83.

E. Contractor Vaccination Policy

Proposers are advised that any contract awarded from this Solicitation is subject to the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration") dated February 25, 2020, and the Vaccination Policy for City Contractors ("Contractor Vaccination Policy") issued by the City Administrator. The Contractor Vaccination Policy requires employees of City contractors and subcontractors who spend substantial time working in close proximity to City employees while performing work under the contract at a City owned, leased or controlled facility ("Covered Employees") to be fully vaccinated or granted an exemption based on medical or religious grounds. Information about the Contractor Vaccination Policy is available on the City's website at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Proposers will be required to certify before contract award that they will comply with the Contractor Vaccination Policy if the resulting contract will be a Covered Contract under the Policy, unless the City determines that a waiver should be granted for the reasons stated in that Policy. The Contractor Vaccination Policy's requirements include, but are not limited to, the following:

1. Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the Contractor Vaccination Policy and the Emergency Declaration.
2. Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Contractor shall update the list as needed to show all current Covered Employees, and Contractor shall provide that list to the City on request.

3. Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors on a project. Contractor shall ensure that its covered subcontractors submit required information to the Contractor to ensure its covered subcontractors' compliance with the Contractor Vaccination Policy.
4. Proposer shall submit to the City the Attestation Form confirming its compliance with the Contractor Vaccination Policy before contract award. Contractors shall promptly submit to the City a completed Attachment A respecting any medical or religious vaccination exemptions granted to their Covered Employees, which shall be updated as needed.
5. Contractor shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

VIII. CONTRACT REQUIREMENTS

A. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are not subject to negotiation.** Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

B. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of 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. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

C. Insurance Requirements

1. Types and Amounts of Coverage. Without limiting Grantee's liability, Grantee shall maintain in force, during the full term of the grant 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.

If professionals are used as part of the grant agreement, professional liability will be required:

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

Grantees that will provide technology type services must provide Technology Errors and Omissions Liability insurance. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:

- e. Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
 - i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, confidential social service information, protected health information or other personally identifying information, stored or transmitted in electronic form;
 - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
 - iii. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer

related property and the data, software, and programs thereon.

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.
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.
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.
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.
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.

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

D. Compliance with Other Laws

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 the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

IX. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest.

The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. All protests must be received by the due dates stated above. Protests must be delivered to:

Executive Director
Human Services Agency
P.O. Box 7988
San Francisco, CA 94120
Trent.Rhorer@sfgov.org

X. STANDARD FORMS

A. How to become Eligible to Do Business with the City

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. How to Register as a City Supplier

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

C. Vendor Eligibility and Invoice Payment

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

D. Supplemental Forms

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements (pdf)	The solicitation requires the successful proposer to demonstrate proof of insurance.
Local Business Enterprise Program Application (Contract Monitoring Division)	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/>.

XI. RFP COVER PAGE

NAME OF ORGANIZATION(S): _____

ADDRESS: _____

DIRECTOR: _____

PHONE/FAX#: _____

EMAIL: _____

FEDERAL EMPLOYER #: _____

ANNUAL AMOUNT(S) REQUESTED: \$ _____

I understand that the San Francisco Human Services Agency (SF-HSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

Signature of authorized representative(s):

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Submit an electronic copy to HSARFP@sfgov.org.

XII. PAGE NUMBER FORM

This form is to assist the review panel in finding the information in the Proposal that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

	Evaluation and Selection Criteria	
	Minimum Qualifications	Page Number(s)
MQ1	Respondent has a minimum of 3 years of experience providing fiscal agent and administration or similar services in the public/private sector on behalf of entities with gross revenues of a minimum of \$5,000,000 annually.	
MQ2	Respondent must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. An on-line client interactive system is preferred.	
MQ3	Respondent has demonstrated experience implementing increasingly more complex initiatives over-time within the scheduled deadlines of the project or program.	
MQ4	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.	
MQ5	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.	
MQ6	Respondent must be able to meet the City's requirements for liability and bonding coverage in the minimum amount of one million dollars.	
MQ7	Respondent does not currently receive city funding to provide direct early care and education services to children ages 0-5 in San Francisco.	
	Program Approach (35 points)	
A1.	Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? (20 points)	
A2.	Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, database management, documentation, and reporting on service and outcome objectives? (15 points)	
	Organizational Capacity (30 points)	
B1.	Does the respondent demonstrate the management/supervisory infrastructure, and administrative/financial capacity to deliver the proposed services? (10 points)	
B2.	Based on the experience and qualifications, do the staff of the organization have the necessary skills, training, and experience to successfully provide the services outlined in the RFP? Is the program sufficiently staffed to complete the scope of work? (10 points)	
B3.	Does the agency have documented experience and a history of successfully providing the type of programming and/or services described in the RFP and/or demonstrated ability to implement new programming and/or	

	services. Has the organization recently completed projects that successfully met all reporting requirements within a specified timeline? (10 points)	
	Fiscal Capacity (35 points)	
C1.	Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (25 points)	
C2.	The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)	

XIII. BUDGET FORMS AND INSTRUCTIONS

Budgets should be submitted in the standard HSA format. Forms are available at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on “Human Services Agency” in the Department drop-down menu and then click the link for this RFP.

The following spreadsheets are in Excel. There are four (4) pages in the budget (in addition to the budget justification), as follows: Contract Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

Please note the Salaries and Benefits, Operating Expense and Capital Expenditure are direct costs and must be clearly and easily attributable to a specific program.

The Budget Justification is a narrative, which provides the detailed information and calculations supporting the amount allocated for each budget line item. There is no form provided for the Budget Justification. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the FTE, the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the full-time equivalent (FTE), the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

The Cost Allocation Plan is required. Respondents must follow the City’s cost allocation guidelines for nonprofit contractors, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated.

If applicable, attach a separate detailed Subcontracting budget using the standard HSA format if there is a Subcontractor arrangement made under the terms of the contract. Provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note, the total subcontractor budget amount should appear on the Operating Expense Detail sheet under the Subcontractor section.

Indirect rates are not allowable on subcontractor indirect expenditures, capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a client (i.e, security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list. If an organization is uncertain whether indirect costs can be applied to a particular expense, it should consult with the HSA Contract Manager.

These guidelines provide general information. If further clarification or technical assistance is required, consult with your HSA Office of Contract Management Contract Manager.

Appendix B – Definition of Grant Plan

The term “Grant Plan” shall mean the activities, performance measures and budget documents described in, or attached as, Appendix B.

See attached scope of work and budget.

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

Grantee will also participate in an annual fiscal and compliance monitoring. This will include, but not be limited, to review of invoices and all corresponding back-up documentation, financial statements, audits, and policies and procedures. Grantees may be requested to provide more than two months of invoice documentation by the Department.

Contractor will conduct transactions and services on behalf of the Department of Early Childhood (DEC) for the Early Care & Education (ECE) Workforce Development and Compensation Initiatives to help ensure the efficient and effective administration and operation of applicable grants.

In coordination with DEC, Contractor will administer grants and distribute, as funding allows, the grant awards based on the locally established funding formula to support eligible Early Learning for All (ELFA) programs, based on teacher qualifications as verified through the California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support.

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

- **Disburse funds for a variety of workforce compensation initiatives;** on behalf of and under the specific direction of the Department of Early Childhood to qualified ELFA programs and/or individuals.
- Contractor will issue payments on a monthly, quarterly, or other schedule as requested by DEC based on a funding formula or enumerated amount specified by DEC. Quarterly advance payments to participating programs will be made within 3 weeks of receipt of required documentation and no later than the first week of the new quarter.
 - Contractor will issue payments via direct deposit or hard copy check based on the agencies’ preferred method.
 - Contractor may also be directed to conduct transactions on behalf of DEC upon direction from the contract manager for payments associated with miscellaneous or one-time-only services.
- Update annual Early Education Salary Support Grant (EESSG) Fund Distribution Plan

before the end of the last quarter of the fiscal year and share with Funder for review and approval for implementation for following fiscal year.

- o Distribution plan will include: process of identification of MOU grant amounts for new fiscal year, process for establishing grant distribution amount per eligible agency, including articulation of criteria for funding methodology.
- Reconciliation Policy and Procedure
 - o Contractor will review quarterly reports and reconcile funding on a quarterly basis in addition to end-of-year reconciliation for individual participating agencies.
 - o Contractor will develop processes, procedures, and documentation for notifying agencies of a positive balance and document reconciliation plans for each agency.
 - o Contractor will share these reports with the funder on a quarterly and as-needed basis.
- Contractor will maintain multiple levels of internal fiscal controls to which all originating expenditures and payment requests are subject, included, but not limited to:
 - o Program or administrative staff will ensure cash advances are requested and secured for timely distributions of funding.
 - o Program or administrative staff prepare adequate documentation (e.g., third-party invoices, requests for payment, and/or reimbursements) utilizing only agency-approved paper or electronic forms and submit those to their respective director for approval.
 - o Requests for payment are submitted to the appropriate director for review and approval; directors provide account coding as necessary, check that expenditures are supported by appropriate documentation, and ensure alignment with line-item budgets for the program or function.
 - o All expenditures and payment requests approved by directors are then reviewed by the AP Supervisor for appropriate documentation, expense coding, expense authority level (e.g., above or below approval threshold amounts), and are signed by the Senior Fiscal Data Manager/Finance Manager before submission to the Accounts Payable (A/P) Accountant.
 - o The A/P Accountant provides a second review of each payment request for coding to the appropriate program, general ledger account, and funding source; checks that documentation meets fiscal policy standards for third party initiation; and that program directors have indicated appropriate review and approval of the expense. The A/P Accountant then prepares a check run for processing checks against approved accounts payable requests, and before producing checks provides the accounts payable ledger to the Senior Fiscal Data Manager and AP Supervisor for a final review.
 - o The Senior Fiscal Data Manager and AP Supervisor receive the accounts payable ledger prior to producing a check run, ensuring that requested check amounts match the amounts on the expense request and supporting invoices. The AP Supervisor clears the ledger for check production by the A/P Accountant, then reviews each check against the expense request (e.g., Check Request, Expense Reimbursement, Credit Card Expense Statement, etc.). The A/P Accountant then provides the checks to authorized check signers for signature.

- o All checks, regardless of amount, require two signatures by authorized check signers – usually the Chief Executive Officer and the Chief Financial Officer. Each of the check signers reviews the underlying invoice or supporting documentation of the payment prior to signing each check in the weekly check run.
- o Contractor will track and compile all payment information over time to ensure data integrity in fiscal and program reporting, and to compile records for analysis in partnership with DEC. Enrollments will be reported to DEC through their online data system and/or through submissions from agencies and will be verified.
- **Administer and monitor grant determination, fund distribution, and ongoing eligibility:**
 - o Provide DEC with a document outlining the process and procedures for how contractor administers and monitors grant determination, fund distribution and ongoing eligibility for EESSG.
 - Review and update process and procedures for discussion with Funder before the end of last quarter of the fiscal year for implementation the following fiscal year.
 - o Review and monitor programs' financial information (payroll records, California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support Data) related to wages/compensation. Contractor will create individual Recipient Dropbox folders to allow for secure submission of sensitive data.
 - o Communicate with programs regarding payments and reporting requirements of the initiative.
 - o Contractor will document and store communication with Recipients, and file in shared e-folder (e.g. DropBox) with Recipients and Funder
 - o Maintain and document a process to monitor for changes in programs' qualifications and eligibility criteria and adjust award accordingly on a quarterly basis.
 - o Tracking and reporting on payments and tax information, determining funding eligibility, customer support related to payments, ad-hoc data reporting, and the development and maintenance of internal data systems necessary to facilitate accurate and timely payments and reporting.
 - o Contractor will issue and track appropriate tax forms (e.g. W-9) related to stipend distributions as directed by DEC to support compensation and workforce pathways efforts.
 - o As part of supporting the administration, monitoring and fund distribution amounts – verify education plans and proof of course enrollment submitted by educators in addition to course completion through the CA Workforce Registry/ Early Educator Transcript Verification and Stipend Application Support.

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

- Contractor will update and submit a data collection and monitoring plan for EESSG to funder before the end of last quarter of the fiscal year for implementation the following

fiscal year. Plan will be updated and adjusted accordingly annually before the start of the new fiscal year.

- o Verification that program's staff roster (as reported in the Staff Education Wage Form) is also in the Workforce Registry/Early Educator Transcript Verification and Stipend Application Support for the applicable pay period or cycle.
 - o Contractor will also verify in the CA Workforce Registry/Early Educator Transcript Verification and Stipend Application Support, educational qualifications of staff as reported on the staff roster.
 - o Regular reviews of wage records from program payroll reports to confirm appropriate wages, or wage ranges are being paid.
 - o Verification of benefits being offered (e.g., medical and dental contributions, retirement contributions, other fringe benefit contributions), including review of vendor invoices and employer check stub or check documentation showing appropriate deductions, dates, etc. (if applicable).
- Contractor will collect and track data, including, but not limited to staff education/permit levels, hourly wages, staff retention, and attracting new staff for qualified agencies/programs via data systems including, but not limited to, the California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support, DETS (or its successor), and other databases or internal trackers as directed by DEC.
- Work with DEC to assess program measures, including funding uptake, issuance challenges, and funding outcomes on the ECE workforce
- Ensure that routinely collected data is current and accurate.
- Highlight areas where data systems are obstacles in the above and in collaboration with DEC to troubleshoot and implement solutions
- Refer participants in need of data systems support to resources, including but not limited to Help Desk operated by Children's Council of San Francisco
- Develop and maintain a methodology to store and provide information electronically that is readily available to multiple users in a timely manner.
- Maintain compliance with all federal, state, and local laws, regulations and funding terms related to this contract including policies and procedures to ensure program and early educator data is private, protected, confidential, and is used strictly for the purposes of the Initiative.

Services to be provided- Staffing and Accountability for Deliverables

- Provide DEC with updated staffing plans as changes occur in FTE, vacancies, etc.
 - o Plan to include short-term solutions for vacant positions to ensure immediate and long-term deliverables are met.
 - o Ensure funding and allocation of FTE's is specific to the initiatives described in this Appendix A including and staff are not being allocated to multiple contracts that exceed 1 FTE.
 - o Plan to be reviewed each start of the first quarter of each contract year, however review will not necessarily guarantee an increase in FTE or funding unless is mutually agreed and approved by DEC.

Services to be provided- Technical Assistance & Communications

- Phase I- Workforce Compensation
 - Contractor will provide program support to strengthen their understanding of program requirements regarding compensation goals, reporting, and guide their efforts to develop compensation scales that meet the City's Initiative's defined minimum compensation based on educational/permit attainment and classroom role.
 - Contractor will provide support as needed and requested by participating programs, administrative and teaching staff with understanding utility of the CA Workforce Registry/Early Educator Transcript Verification and Stipend Application Support.
- Phase II- Workforce Compensation & Benefits
 - Contractor will support programs understanding of the eligible staff, the reporting requirements, and tracking of increased compensation for non-educators and/or benefits depending on the preference of the program/agency.
- Phase III- Working Conditions
 - As directed by DEC, Contractor will utilize tools, such as SEQUAL, to understand early educators' perspective about workforce conditions.
 - Contractor will develop and share with DEC (funder) a draft outline of reporting requirements, distribution and monitoring plan for the working conditions grants, including the Family Child Care Assistant substitute support pilot.
 - Once approved by DEC, contractor will distribute grant funds and regularly communicate with programs regarding payments, reporting requirements, and address any payment issues.
- Phase IV- Workforce Development & Pathways
 - Contractor will provide stipends to eligible early educators through a process to be determined by DEC.
 - Contractor will track data points, including expenditures related to workforce development and pathways for required state reporting, as directed by DEC.
 - Contractor will use data from the Registry/Early Educator Transcript Verification and Stipend Application Support to determine changes in education attainment, permit levels, and increases to ECE units for educators working in Early Educator Salary Support Grant agencies/programs.
 - Contractor will provide support as needed and requested by participating programs, administrative and teaching staff with understanding utility of the CA Workforce Registry/Early Educator Transcript Verification and Stipend Application Support.

Services to be provided- System Development & Continuous Quality Improvement

- The Contractor will develop a project plan for review and approval by DEC, with clearly defined tasks, timelines, and the staff responsible for implementing the various moving parts to successfully administer the initiatives. Project plans will be due by the end of each fiscal year for implementation consideration the following year.
- The Contractor will draw on existing data sources and required reporting to streamline

processes, identify capacity gaps of programs, and provide technical support regarding the grant funding, including use of required data systems and required reporting.

- Annually thereafter the contractor will use survey data, feedback, experience, and relevant data to guide continuous program improvement and develop a summary of recommendations aimed to help reduce the administrative burden or other relevant areas for improvement.
- Before the end of the 4th quarter of every fiscal year Contractor will report to funder programmatic and/or reporting recommendations of changes based on administrator survey feedback to be implemented the following fiscal year
- Contractor will demonstrate that quality assurance and internal controls are developed to allow staff to meet or exceed target accuracy rates per function.

Service to be provided- Service & Outcomes Objectives

- At the beginning of every fiscal year Contractor will develop applicable templates and reporting procedures to support the implementation of these initiatives. These templates and procedures are based on feedback from Administrator Survey from previous fiscal year.
- Contractor will provide ongoing trainings of required systems in English, Spanish, and Chinese (Cantonese), as needed and as requested by programs and/or DEC.
- Contractor will offer tailored trainings related to grant administration, including but not limited to: reporting requirements, timelines for submissions, allowable expenses, restricted vs. unrestricted funds, etc., to all eligible Recipients
- Contractor will provide ongoing and informed technical assistance during normal business hours and offer non-traditional hours as needed to programs and/or educators addressing and resolving all technical issues. Assistance will be provided in the form of chat, email, phone or in-person as necessary.
- Contractor will reach out to providers via email, phone, or in-person as necessary regarding eligible staff who have not updated their profile within the prior 3 months to confirm that all data in the Workforce Registry/Early Educator Transcript Verification and Stipend Application Support is accurate. This will be completed following submissions by them and the information will be used by Children's Council (or DEC as necessary) to determine or verify payment amounts, reconciliation of previous advance, and/or perform other analysis related to the initiative.
- Contractor will issue approved payments to eligible programs or educators in an accurate and timely manner, as approved by DEC.
- Contractor will maintain an accounting of payments by grant type, program/educator, or other agreed upon method and maintain appropriate ledgers.
- Contractor will issue 1099s to eligible recipients in an accurate and timely manner as required by law and provide replacements as needed or requested (if applicable).
- Contractor will perform monitoring activities for eligible programs and educators at specified intervals during the fiscal year.
- Contractor will provide DEC with quarterly reports containing data on program participation levels, funding disbursed, and other key performance indicators. Ad hoc reports will be generated and submitted to funder or City & County of San Francisco as needed within a specified timeline.

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

Revised categories	Collection Frequency	Source of Data	Primary Change
Increased Compensation	Annual	Quarterly reports from agencies	Change to annual reporting timeframe
Early Educator Job Satisfaction & Prep Time and Planning	Annual	Educator survey	Switch this to annual reporting and survey distribution. Combine Job Satisfaction with Prep and Planning Time.
Fringe Benefits & Health Care Access	Annual	Quarterly reports from agencies	Combine Health Care Access and Fringe Benefits into one annual report.
Racial Equity	Annual	Administrator Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Annual reporting.
Educational Attainment	Biannual	Quarterly reports from agencies Administrator	Biannual or quarterly movement more likely?
Educator Recruitment & Educator Retention	Biannual	Quarterly reports from agencies	Recruitment and retention combined
Workforce Registry Data Quality & Workforce Registry Participation	Biannual	Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Sync timing with Retention and Recruitment.
System Development & Continuous Quality Improvement	Biannual	Administrator survey	Shift to biannual.

Category	Data Collected	Reporting Period	Analysis Period	Report Date(s)	Source of Data	CA ECEWFR Data used as data source?
Increased Compensation	Educator hourly wage	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Quarterly reports from agencies	No, but can be verified/ cross-checked
Early Educator Job Satisfaction & Prep Time and Planning	Survey with questions about: -Job satisfaction -Paid planning time -Workforce conditions	July 1- June 30 (Q1, Q2, Q3, and Q4) Survey goes out in JULY	July – Sept (After the end of the FY)	Sept 30th	Educator survey	No
Fringe Benefits & Health Care Access	Number and percentage of staff with access to health care benefits and fringe benefits	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Quarterly reports from agencies	No
Racial Equity	Diversity of leadership, staff, and promotional opportunities available to staff/educators of color	July 1- June 30 (Q1, Q2, Q3, and Q4)	July – Sept (After the end of the FY)	Sept 30th	Administrator Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Yes, merged with SEWF
Educational Attainment	Number and percentage of ELFA educators who are: -Attaining postsecondary degrees -Recognized academic credential (including CTC permits) -Gains in ECE unit-bearing coursework	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Quarterly reports from agencies Administrator	Yes, as secondary source
Educator Recruitment & Educator Retention	Number of educators recruited Number of vacancies	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Quarterly reports from agencies	No

Workforce Registry Data Quality & Workforce Registry Participation	Types and quantity of early educator updates in the California Early Care and Education Workforce Registry/Early Educator Transcript Verification and Stipend Application Support	Jan 1- June 30 (Q3 and Q4) July 1 – Dec 31 (Q1 and Q2)	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Workforce registry/Early Educator Transcript Verification and Stipend Application Support	Yes, primary source, completed by CC team (BOS)
System Development & Continuous Quality Improvement	Provider experience Administrative experience / burden Feedback and recommendations	Jan 1- June 30 (Q3 and Q4) Survey goes out in JULY July 1 – Dec 31 (Q1 and Q2) Survey goes out in January	July – Sept (After the end of the FY) Jan - March	Sept 30th March 31st	Administrator survey	No

Data Systems

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

MOU/Funding Agreements:

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

assistance requested, and a description of any necessary follow-up.

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

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

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

Monthly & Quarterly Reports

- Contractor will submit quarterly reports to summarize the progress on service and outcome objectives for the Initiative. Quarterly reports will include summary of grant determination, ongoing eligibility, data collection and monitoring, fund Disbursement, reconciliation, technical assistance and communications.

Annual Reports

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

Monitoring Activities

- **Program Monitoring:** Program monitoring will include a comprehensive review of the deliverables outlined in the scope of work with an emphasis on quality and meeting the timelines specified in the Appendix A. Monitoring will also include a review of all reporting requirements, data tracking, and back-up documentation to meet the service and outcome objectives.
- **Fiscal Compliance and Grant Monitoring:** Fiscal monitoring will include review of the Contractors organizational budget, the general ledger, quarterly balance sheet, cost

allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subgrants, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

- **Budget Review and Approval:** DEC will review actual expenditures quarterly and annually and use that information to develop the budget for the upcoming fiscal year based on programmatic need. This review and approval process will also include year over year increases for staffing and operating expenses, which are currently budgeted as a place holder amounts in the Appendix B.

Audit Response

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

1 [Grant Agreement - Retroactive - Children's Council of San Francisco - Workforce
2 Compensation and Administrative Services - Not to exceed \$164,346,004]

3 **Resolution retroactively approving the grant agreement between the City and County of**
4 **San Francisco and Children's Council of San Francisco for the provision of Early Care**
5 **Workforce Compensation and Administrative Services to support the City's**
6 **implementation of the San Francisco Citywide Plan for Early Care and Education (ECE)**
7 **Workforce Development and Compensation Initiatives for the period of October 1, 2022,**
8 **through June 30, 2025, in an amount not to exceed \$164,346,004.**

9
10 WHEREAS, The City and County of San Francisco, wishes to provide Early Care
11 Workforce Compensation and Administrative Services by administering fund disbursement,
12 monitor grant determination, staffing, and system development; and

13 WHEREAS, The Department of Early Childhood ("DEC"), under the auspices of the
14 Human Services Agency, conducted a Request for Proposals for these services in April 2022;
15 and

16 WHEREAS, Children's Council of San Francisco submitted a responsive and
17 responsible proposal and was awarded the grant in August 2022 in an amount not to exceed
18 \$164,346,004; and

19 WHEREAS, DEC's Executive Director provides a presentation at the June 2023
20 department budget hearing reconciling the CARES 3.0 and Early Educator Salary Support
21 grant program expenditures to ensure proper disbursement of wages or stipends to early
22 educators, now, therefore, be it

23 RESOLVED, That the Board of Supervisors hereby retroactively approves award of this
24 grant with Children's Council of San Francisco to provide Early Care Workforce
25

1 Compensation and Administrative Services, for the period of October 1, 2022, through
2 June 30, 2025, in the amount of \$164,346,004; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the grant agreement being fully
4 executed by all parties, DEC shall provide the final grant to the Clerk of the Board for inclusion
5 into the official file.

6
7 APPROVED:

8
9 /s/

10 Ingrid X. Mezquita
11 Executive Director, Department of Early Childhood



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 230206

Date Passed: April 18, 2023

Resolution retroactively approving the grant agreement between the City and County of San Francisco and Children's Council of San Francisco for the provision of Early Care Workforce Compensation and Administrative Services to support the City's implementation of the San Francisco Citywide Plan for Early Care and Education (ECE) Workforce Development and Compensation Initiatives for the period of October 1, 2022, through June 30, 2025, in an amount not to exceed \$164,346,004.

April 05, 2023 Budget and Finance Committee - CONTINUED TO CALL OF THE CHAIR

April 12, 2023 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

April 12, 2023 Budget and Finance Committee - RECOMMENDED AS AMENDED

April 18, 2023 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 230206

**I hereby certify that the foregoing
Resolution was ADOPTED on 4/18/2023 by
the Board of Supervisors of the City and
County of San Francisco.**

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

4/27/23

Date Approved



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001335

Status

BOS Legislative Clerk Acceptance

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260444

Type of Filing

Original

Contractor Information

Contractor Name

Children's Council of San Francisco

Contractor Email

bcarlson@childrenscouncil.org

Contractor Phone #

(415) 276-2900

International Address?

No

Contractor Address (US)

445 Church Street

Contractor City and State

San Francisco - CA

Contractor Zip Code

94114

Country

United States of America

Contract Information

Contract Amount

\$234,891,608.00

Bid/RFP#

1025

Contract Description

To support the City's implementation of the San Francisco citywide plan for Early Care and Education (ECE) Workforce Development and Compensation Initiatives. The funding provides workforce compensation, administrative infrastructure, and grant management necessary to stabilize and retain early educators serving San Francisco families.

City Agency - Departmental Contact Information

Departmental Contact

Matthew Ahn

Departmental Contact Phone #

(628) 652-3063

Full Department Name

DEC - Department of Early Childhood

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
Board of Directors	Rehana	Abbas	
Board of Directors	Margu	Duseadau	
Board of Directors	Amanda	Jacobson	
Board of Directors	Sarah	Behr	
Board of Directors	Evelyn	Blank	
Board of Directors	Omar	Butler	
Board of Directors	Jessica	Hilberman	
Board of Directors	Molly	Lacob	
Board of Directors	Jake	Levinson	
Board of Directors	Vera	Neinken	
Board of Directors	Jennifer	Sam	
Board of Directors	Kanade	Shinkai	
Board of Directors	Amanda	Tutera	
Board of Directors	Maegan	Warehouse	
Board of Directors	Liz	Watkins	
Board of Directors	Ben	Wong	
CEO	Barbara	Carlson	
Other Principal Officer	Ben	Doyle	
Other Principal Officer	Claudia	Quiñonez	
CFO	Eric	Fischer	
Other Principal Officer	Jose	Rodriguez	
Other Principal Officer	Phillip	Warner	
Other Principal Officer	Tiffany	Stephens	

April 20, 2026

To: 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: Grant agreement amendment with Children's Council for the provision of the Early Care Workforce Compensation and Administrative Services

Enclosed for the Board of Supervisors' consideration and approval is a resolution authorizing the second amendment to the grant agreement with the Children's Council of San Francisco to increase the agreement amount by \$70,545,604, for a total not to exceed \$234,891,608, and to continue services through June 30, 2027.

The purpose of this agreement is to support the City's implementation of the San Francisco citywide plan for Early Care and Education (ECE) Workforce Development and Compensation Initiatives. The funding provides workforce compensation, administrative infrastructure, and grant management necessary to stabilize and retain early educators serving San Francisco families.

Previously, the Board of Supervisors approved the original agreement because the amount exceeded \$10 million. Approval is required again pursuant to Charter Section 9.118 because the proposed amendment increases the contract amount by more than \$500,000.

Attached please find a copy of the proposed resolution. We respectfully request that this item be calendared at the earliest available meeting. Please notify Katherine Kwok (katherine.kwok@sfgov.org) of the date of introduction and contact her with any questions or requests for additional information.

Thank you for your Consideration.

Sincerely,



Ingrid X. Mezquita
Executive Director
Department of Early Childhood